



## **Descriptive document**

### **Fish Tracker**

European tendering according to public procedure

Performed by: NIOZ  
On behalf of: NIOZ (department EDS)

Date: 02-09-2026  
Status: Final  
Version: 1.0

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## **Definition of terms**

In this document and its annexes, the following terms, if indicated with an initial capital, have the following meanings ascribed to them:

### **Agreement**

The agreement between NIOZ (as contracting party) and the Contractor for the delivery of the acoustic tracking system as described in this Descriptive Document and the Annexes.

### **Annexes**

Annexes form an integral part of the Descriptive Document.

### **Assignment**

The subject of this tendering procedure as described in the Specifications.

### **Award Criteria**

The criteria on the basis of which the best price-quality ratio is determined

### **Candidate**

An interested party in this tendering procedure.

### **Client**

The Royal Netherlands Institute for Sea Research (NIOZ). Department of Estuarine & Delta Systems (EDS)

### **Contracting authority**

The Royal Netherlands Institute for Sea Research (NIOZ). NIOZ is the contracting authority within the meaning of the Public Procurement Act 2012 and will act as the contracting party for this Agreement.

### **Contractor**

The Tenderer with whom the Client concludes **Agreement** in the context of this tendering procedure.

### **Combination**

Partnership of businesses that submit one Tender together to provide the products and/or services that are requested in this invitation to tender. These businesses are jointly and severally liable for the performance of all obligations that ensue from the Agreement if the Assignment is awarded to the combination.

### **Combination Member**

A person, business or organisation that forms part of a Combination.

### **Descriptive Document**

This document, including Annexes, in which the Contracting Authority describes the Contract, the tender procedure, the Grounds for Exclusion, the Eligibility Requirements and the Award Criteria. The Descriptive Document forms part of the Specifications

### **Eligibility Requirements**

The requirements on the basis of which the Tenderer's eligibility is tested.

### **ESPD**

**European Single Procurement Document. A statement of the Tenderer on the financial condition, the competencies and the suitability of its business, which is used as provisional proof that the required conditions of the tendering procedure are met. To limit the administrative burden,**

the Contracting Authority can request the supporting documents from the winning Tenderer(s) in the verification stage.

### **Grounds for Exclusion**

The grounds for exclusion from participation in the tendering procedure as referred to in the ESPD. This refers to the grounds for exclusions of Sections 2.86 and 2.87 of the Public Procurement Act 2012.

### **Proportionality Guide**

The guideline as published in the Bulletin of Acts and Decrees 2016, 32830, in which the proportionality principle as referred to in Sections 1.10(3), 1.13(3) and 1.16(3) of the Public Procurement Act 2012 is given content.

### **Public Procurement Act 2012**

Act of 1 November 2012 containing new rules regarding invitations to tender (Public Procurement Act 2012), as published in the Bulletin of Acts and Decrees 2012, 542 and amended by act of 22 June 2016 to amend the Public Procurement Act 2012 in connection with the implementation of Public Procurement Directives 2014/23/EU, 2014/24/EU and 2014/25/EU, as published in the Bulletin of Acts and Decrees 2016, 241. Other information can be found on [www.wetten.nl](http://www.wetten.nl) and [www.pianoo.nl](http://www.pianoo.nl).

### **Purchase Conditions**

The general purchase conditions of the Contracting authority which apply to the Agreement: The General Government Purchasing Conditions 2018 (ARIV-2018).

### **Proof of concept**

A verification, to be carried out by the Tenderer placed in the waiting room prior to conclusion of the Agreement referred to in section 5.12, demonstrating that the proposed acoustic tracking system meets the minimum functional and performance requirements set out in the Schedule of Requirements, including at least the minimum horizontal tracking accuracy of 5 metres and the minimum data success rate of 75% referred to in section 7.2.1. The scope, method and assessment criteria of the proof of concept are further specified in Annex X.

### **Specifications**

All information which has been made available in the tendering environment of TenderNed.

### **Subcontractor**

A supplier/service provider engaged by the Contractor to perform part of the contract, under the responsibility of the Contractor as principal contractor. The Contractor always remains fully responsible and liable for the Contract, the Contract's performance and its results. This subcontractor is not necessarily the Third Party as referred to in the Descriptive Document

### **Tenderer**

A Candidate that has submitted a Tender for this invitation to tender.

### **Tender**

The tender that the Tenderer has submitted by means of the TenderNed platform on the basis of the Specifications.

### **Terms of Reference**

Document with detailed formulation of the mandatory requirements concerning the Assignment. Tenderer must comply to all requirements in order to be eligible for awarding the contract.

### **Third Party**

Another entity the Tenderer relies on in respect of satisfying the Eligibility Requirements. This third party is not necessarily the same as a Subcontractor.

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## 1 Introduction

### 1.1 General

This Descriptive Document contains information on the European tendering of Fish Tracker for NIOZ.

The Contracting Authority invites the Candidates to submit a Tender on the basis of the information in this Descriptive Document and the rest of the Specifications. Tenderers must meet the requirements in this Descriptive Document and the Annexes.

The Contracting Authority performs this European tendering by means of the electronic tendering platform of TenderNed.

### 1.2 General information of Contracting Authority

NIOZ, the Royal Netherlands Institute for Sea Research, is the national oceanographic institute and the Netherlands' centre of expertise for ocean, sea and coast. We advance fundamental understanding of marine systems, the way they change, the role they play in climate and biodiversity, and how they may provide sustainable solutions to society in the future.

In these crucial decades for the planet, NIOZ, with its unique blend of science and seagoing operations, plays an important role in advancing our fundamental understanding of changes in marine processes, the stability of marine systems, possible tipping points and potential solutions to address the big societal questions

The overarching research questions at NIOZ are related to understanding how marine systems work, how they are changing due to anthropogenic and natural impacts, and what benefits can be obtained from them in a sustainable manner

### 1.3 Reason and purpose of the invitation to tender

The Royal Netherlands Institute for Sea Research (NIOZ) intends to procure a complete acoustic tracking system for the ReefXL reef restoration project in the North Sea.

The ReefXL project involves the deployment and monitoring of approximately 400 TreeReef frames and 120 Shellfish frames in a designated area of approximately 700 × 700 metres at depths between 35 and 50 metres. The tracking system is required to monitor the position and movement of these frames and to support the scientific evaluation of the reef restoration measures. The transmitters must provide the required sensor functionality, including inclination data for the TreeReef frames and acceleration, activity and/or XYZ data for the Shellfish frames.

The purpose of this invitation to tender is to select a suitably qualified and experienced contractor for the delivery of an integrated, ready-to-deploy acoustic tracking system. The system must include the required acoustic transmitters, a moored receiver array, anchoring and acoustic release equipment, a deck release unit, and the necessary support for the selection and implementation of suitable triangulation software.

The system must enable NIOZ to locate the monitored frames through triangulation with a minimum horizontal tracking accuracy of 5 metres. It must also support diver-free deployment and recovery of the receiver array, thereby reducing operational risks and making efficient use of the limited availability of research vessels. The acoustic transmitters are expected to have an operational lifetime of up to 10 years, allowing monitoring to continue beyond the initial ReefXL project period.

In addition, the procurement aims to ensure that the selected solution is technically suitable for long-term deployment in the North Sea, including cold winter conditions and periods of severe weather. The Contractor is therefore expected to provide substantiated advice concerning receiver

battery capacity and energy consumption, including an energy calculation with a 20% safety margin. The system must achieve a reliable data capture rate under the specified operating conditions and must comply with all applicable European legislation and standards, including the CE-marking requirements applicable to the receiver and release systems.

The invitation to tender is also intended to identify a contractor with demonstrable experience in the application of acoustic tracking technology in academic or institutional marine research. Tenderers are therefore required to provide relevant references, publications, white papers or other evidence demonstrating the suitability and practical application of their proposed solution.

NIOZ has identified a limited and specialised international market for acoustic tracking systems used in marine research. The available technologies are not fully interchangeable, and the procurement therefore allows for technically equivalent and alternative solutions where these meet the functional and performance requirements. This approach is intended to promote competition while ensuring that the specific scientific, operational and environmental requirements of the ReefXL project are met.

The Contracting Authority intends to conclude a one-off Agreement for the purchase and delivery of the complete system. The Agreement must reflect the following hard deadlines:

**Latest delivery date:** The complete system, including all hardware, documentation and required support for triangulation software, must be delivered no later than 1 May 2027.

**Invoice ready for payment:** The Contractor must issue an invoice that is complete, correct and ready for payment by NIOZ no later than 28 December 2026. This date is a hard deadline for the invoicing milestone and is independent of the physical delivery date.

These dates are essential to ensure alignment with NIOZ's budgetary cycle and project planning. Tenderers must take these deadlines into account when designing their delivery schedule, payment milestones and risk management approach. Any Tender that does not explicitly accept these dates as binding contractual milestones will be considered non-compliant.

## 2.1 Description

### 2.1.1 Within the scope of the Assignment

The Assignment involves the design, supply, delivery and commissioning of a complete acoustic tracking system for the ReefXL reef restoration project of the Royal Netherlands Institute for Sea Research (NIOZ) in the Dutch North Sea.

The Assignment includes, but is not limited to, the following work:

- **Supply of acoustic transmitters**  
Delivery of acoustic transmitters for approximately 400 TreeReef frames and approximately 120 Shellfish frames, suitable for deployment at depths between 35 and 50 metres within an area of approximately 700 × 700 metres. The transmitters shall be equipped with:
  - an inclination/tilt sensor for the TreeReef frames; and
  - an acceleration/activity/XYZ sensor for the Shellfish frames.The transmitters shall have an operational lifetime of up to 10 years under the specified environmental conditions.
- **Supply of a receiver array**  
Delivery of a moored receiver array consisting of approximately 10 receiver buoys (maximum 10 moored units), including:
  - seabed weights and mooring components;
  - acoustic release mechanisms for each moored unit; and
  - one deck release unit to enable diver-free deployment and recovery of the receiver array.
  - The receiver array shall be capable of achieving a minimum horizontal tracking accuracy of 5 metres for the monitored frames through triangulation.\
  - Each receiver buoy is moored to a bottom weight and positioned at a fixed depth above the seafloor, while remaining between 10 and 15 meters above the sea bed at all times to prevent collisions with surface vessels. The buoy carries both the receiver unit and the acoustic release system.
  - The system must be designed to prevent signal collisions, supporting a high density of transmitters within a confined area.
  - The buoys should auto-synchronise with each other to correct for time drift.
  - Each transmitter must be individually traceable and remain distinguishable within the high-density array to ensure that every frame can be individually tracked.
  - The array must collect data especially before and after storm events, with a required data success rate of  $\pm 75\%$ .
- **Target units:**
  - At least one position and status update per frame every 6 to 12 hours.
- **Triangulation software support**  
Support and advice on the selection and implementation of suitable (open-source) triangulation software for data processing and position determination. The Contractor shall not supply proprietary tracking software as part of this Assignment, but shall provide:
  - recommendations for appropriate software solutions;
  - technical support for integration with the delivered hardware; and
  - documentation and, where relevant, training to enable NIOZ staff to operate the system.
- **Battery and energy advice**  
Provision of substantiated advice on battery requirements for the receivers, including an energy consumption calculation with a 20% safety margin, specifically addressing cold North Sea winter conditions (September–April).
- **Ready-to-deploy system**  
Delivery of a fully integrated, ready-to-deploy system, including all necessary cables, connectors, spare parts, tools and documentation required for installation, operation and maintenance. All receivers and release systems shall be CE-marked and comply with applicable EU legislation.

- **Additional**
  - Deployment constraint: Due to the limited vessel time available for deployment and recovery, the proposed solution must be deployable using no more than 10 moored receiver units. Solutions using fewer units are equally welcome where the coverage, accuracy, and traceability requirements can still be demonstrably met.
  - Preference for suppliers with existing software for triangulation and data processing.
- **Evidence of prior application**  
Submission of references, white papers, peer-reviewed publications or other documentation demonstrating that the proposed system has been applied in academic or institutional marine research under comparable conditions.
- **Delivery and commissioning**  
Delivery of the complete system no later than **1 May 2027**, and issuance of an invoice that is complete, correct and ready for payment by NIOZ no later than **28 December 2026**. The Contractor shall support NIOZ in the commissioning of the system, including functional testing and verification of the tracking performance in accordance with the Schedule of Requirements.
- **Warranty**  
Provision of a warranty period of 12 months on all delivered hardware (transmitters, receiver units and release systems), commencing upon acceptance of the system by NIOZ, unless otherwise specified in the Agreement.

The Contractor remains fully responsible for the proper functioning and integration of all components supplied as part of the Assignment, even if certain components are procured from subcontractors or third parties.

#### *2.1.1 Outside the scope of the Assignment*

The following **components and activities** are related to the Assignment, but do not form part of the scope of the contract:

The following components and activities are related to the Assignment but do **not** form part of the scope of the contract:

- **Deployment and recovery operations for the frames**  
The physical deployment and recovery of the TreeReef and Shellfish frames themselves, including associated diving or vessel operations. This invitation to tender relates solely to the acoustic tracking system, not to the frames or their installation.
- **Design, construction or supply of the frames**  
The design, manufacture or supply of the TreeReef and Shellfish frames. These frames are provided by NIOZ or via separate procurement procedures.
- **Long-term data management and hosting**  
Long-term data storage, hosting or analysis beyond the initial 10-year transmitter lifetime, unless explicitly requested as a separate service in the Specifications.
- **Vessel time and crew**  
The provision of vessels, crew or ship time for the deployment and recovery of the receiver buoys. This remains the responsibility of NIOZ.
- **Permits and regulatory approvals**  
Permits, notifications or approvals for activities in the designated sea area. These remain the responsibility of NIOZ.
- **Maintenance and replacement after warranty**  
Maintenance, calibration or replacement of the system after the expiry of the contractual warranty or delivery period, unless separately agreed in writing.

This delineation of scope is intended to ensure a clear allocation of responsibilities between NIOZ and the Contractor and to avoid overlap with other contracts or internal NIOZ activities.

## 2.2 Clustering, merging and division of lots

### 2.2.1 Clustering

Assignments have **not** been clustered.

There is no unnecessary merger of assignments. , but only one single contract – namely: The Fish Tracker contract.

## 2.3 Magnitude of the Assignment

The estimated value of the Assignment is **EUR 545,000 (excluding VAT)**. This estimate is based on the anticipated scope of the contract as described in the Descriptive Document and the Schedule of Requirements.

The scope of the Assignment comprises, in volume terms:

- **Acoustic transmitters** for approximately **520 monitored frames**, consisting of:
  - approximately **400 TreeReef frames**, each requiring a transmitter with an inclination/tilt sensor; and
  - approximately **120 Shellfish frames**, each requiring a transmitter with an acceleration/activity/XYZ sensor.
- **A moored receiver array** consisting of approximately **10 receiver buoys** (maximum 10 moored units), including seabed weights, mooring components and acoustic release mechanisms, plus **one deck release unit** to enable diver-free deployment and recovery.
- **Support for triangulation software**, including advice on selection, integration and documentation, without the supply of proprietary tracking software.
- **Battery and energy advice**, including an energy calculation with a 20% safety margin for cold North Sea winter conditions.
- **Delivery and commissioning** of a complete, ready-to-deploy system, including all necessary accessories, spare parts, tools and documentation.
- **Warranty** of 12 months on all delivered hardware (transmitters, receiver units and release systems).

The system is designed for deployment at depths between **35 and 50 metres** within an area of approximately **700 x 700 metres** in the Dutch North Sea. The acoustic transmitters are expected to have an operational lifetime of up to **10 years**.

The Contracting Authority has based this estimation on current market insights, prior market consultations and the technical requirements as set out in the Specifications. The estimated value and volume indications are provided solely to give Tenderers a clear understanding of the scale and complexity of the Assignment.

With this estimation, the Contracting Authority is trying to give the most accurate picture possible of the scope of the Contract. No rights can be derived from the estimation. The actual quantities and configuration may be finalised during the performance of the Contract, within the boundaries set out in the Agreement and the Schedule of Requirements.

## 2.4 Variants

A variant is a tender that does not fully comply with the technical specifications or other requirements set out in the Descriptive Document, but which proposes an alternative solution that still meets the functional and performance requirements of the Assignment.

The Contracting Authority has considered the option of allowing Tenderers to propose variants. Submitting variants to this Assignment is **allowed**.

Variants are permitted in order to encourage innovative or technically equivalent solutions that may offer equal or improved performance, reliability, total cost of ownership or operational feasibility, while still satisfying the core requirements of the ReefXL acoustic tracking system.

Tenderers wishing to submit a variant must comply with the following conditions:

- The variant must meet **all mandatory requirements** as set out in the Schedule of Requirements and the Descriptive Document. Requirements explicitly indicated as “shall” or “must” are mandatory and may not be deviated from, unless the variant explicitly proposes an alternative that demonstrably achieves an equivalent or higher level of performance.
- The variant must not alter the **essential nature** of the Assignment or the overall balance of the contract.
- The variant must be clearly identified as such in the Tender and must be accompanied by:
  - a detailed description of the proposed alternative solution;
  - a clear explanation of the differences compared to a fully compliant tender; and
  - substantiation (e.g. technical data, references, calculations or test results) demonstrating that the variant meets or exceeds the required functional and performance levels.

Variants will be assessed using the same **Award Criteria** as compliant tenders. The Contracting Authority reserves the right to request additional information from Tenderers submitting variants in order to verify equivalence and performance.

The Contracting Authority further reserves the right not to accept a variant if it is considered to be non-equivalent, insufficiently substantiated, or if it would lead to an unacceptable increase in technical, operational or contractual risk.

## **2.5 Changing the Contract**

### *2.5.1 Non-essential changes*

With a view to political, economic, budgetary, administrative or organisational circumstances within the Central Government and the related shrinkage or growth of the Contracting Authority, or the positions and duties of the Contracting Authority within the Central Government, it is possible that the Assignment changes. In that case, the Client is entitled to implement non-essential changes.

### *2.5.2 Optional services*

The Contracting Authority takes account of the fact that the following optional services, as additional work, may form part of the Agreement in the future:

- the supply of additional acoustic transmitters and/or receiver units beyond the baseline quantities described in the Descriptive Document; and
- additional technical support or training related to the operation and maintenance of the acoustic tracking system.

When the need for one of the aforementioned options arises, the Client will request an offer from the Contractor. The Contractor will draw up an offer, which will include the specified work from the request for an offer and the hourly rates as referred to in the Agreement. The Client is not obliged to purchase the desired optional services. If the Client decides not to purchase the services for any reason whatsoever, this reason will be explained to the Contractor.

### *2.5.3 Revision*

By relying on Section 2.163c of the Public Procurement Act 2012, the Assignment can be changed during the term of the Agreement. The possible change concerns an extension of the warranty period and/or the supply of additional acoustic transmitters or receiver units, up to a maximum of 20% of the original contract value, in accordance with Section 2.163c(1)(b) of the Public Procurement Act 2012.

When the need for the aforementioned change arises, the Client will request an offer from the Contractor. The Contractor will draw up an offer, which will include the specified work from the request for an offer. The Client is not obliged to purchase the desired optional services. If the Client

decides not to purchase the services for any reason whatsoever, this reason will be explained to the Contractor.

## **2.6 Conflicting interest in respect of future invitations to tender**

Further to this invitation to tender, the Contracting Authority may organise one or more invitations to tender at a later moment in time. The Contracting Authority reserves the right to exclude the Contractor from participating in those invitation(s) to tender, insofar as the Contracting Authority believes there is a (possible) conflict of interests. Such a conflict of interest may exist if the invitation to tender relates to supervisory, testing or checking services in respect of this Contract, quality, its implementation or the quality of its implementation.

## **2.7 Form of contract, contractual conditions and term**

A single Agreement was chosen for this Assignment, because the subject of this tender is a one-off supply of a complete acoustic tracking system for the ReefXL project, including transmitters, a receiver array, release systems and related support. There is no intention to establish a Framework Agreement or to award multiple future contracts under this tender.

The Agreement does not create a Framework Agreement within the meaning of Section 1.1 of the Public Procurement Act 2012. The Agreement creates an obligation to purchase the complete system as described in the Descriptive Document and the Schedule of Requirements, subject to the hard deadlines for invoicing (no later than 28 December 2026) and delivery (no later than 1 May 2027).

The Agreement is entered into for a fixed term, comprising:

- the delivery and commissioning period, ending no later than 1 May 2027; and
- a warranty period of 12 months following acceptance of the system by NIOZ.

The Agreement has no options for extension. Upon expiry of the warranty period, the Agreement ends by operation of law.

The draft Agreement has been attached to this Descriptive Document, as well as the **General Government Terms and Conditions for Purchase 2018 (ARIV-2018)**, which apply to the contract. The general conditions of the Contractor or any other general conditions will not apply and are explicitly rejected.

Further to the contract conditions, questions may be asked or proposed text may be submitted. The proposed text only serves to improve the Agreement and may not affect the essence of the Agreement. When answering the questions, the Contracting Authority will indicate whether the proposed texts are accepted and processed in the Agreement. The Contracting Authority is free in its choice of accepting the proposed text. A non-explicit rejection does not equal an acceptance.

The procedure and the final deadline for asking questions or submitting proposed text is described in paragraph 3.2.2. Any modifications to the draft Agreement and/or deviations from the Purchase Conditions will be made known in the Question & Answer module. The documents are binding from this moment. When submitting a tender, the Tenderer must unconditionally and without reservations conform to the draft Agreement and the Purchase Conditions.

Reservations or other conditions in the Tender, in any way whatsoever, are not allowed and will lead to exclusion from participation in the invitation to tender.

## **2.8 Open standards**

The Contracting Authority requires that all data generated by the acoustic tracking system (including raw measurements, processed positions and associated metadata) can be exported in

open, non-proprietary formats that support long-term archiving and exchange with third-party analysis tools commonly used in marine research.

Acceptable formats include, but are not limited to, CSV, NetCDF or other widely used, well-documented formats. Proprietary or closed data formats that prevent data extraction, long-term archiving or integration with third-party software are not acceptable, unless the Contractor provides, at no additional cost, a documented and sustainable method for full data export in an open format.

Any software tools, scripts or drivers provided by the Contractor to facilitate data access or export shall be accompanied by adequate documentation to enable NIOZ staff to operate and maintain the system independently

### 3 Tendering procedure

#### 3.1 Introduction; communication; schedule

##### 3.1.1 Legal framework

This invitation to tender takes place with due observance of and in accordance with the Public Procurement Act 2012.

The open procedure is used for this tender. The award criterion is: the best price-quality ratio, using the Adapted Best Value methodology. Quality is expressed in a point score. The registration price is then divided by the point score for quality. The Tenderer with the lowest price per quality point is eligible for award of the Contract.

##### 3.1.2 Notice

The notice of this Assignment is published on the TenderNed website on the date as indicated in paragraph 3.1.5.

##### 3.1.3 Contact details

During the tendering procedure the procurement officer of NIOZ is your sole point of contact. It is not allowed to seek contact with employees or other representatives of the Client for information regarding this tendering procedure.

The Tenderer also appoints a contact person. This contact person must have full power of decision and authorisation to act in the context of the tendering procedure on behalf of the Tenderer. The Tenderer is responsible for the correct registration of the details of its contact.

##### 3.1.4 Communication

All communication on this invitation to tender will be in writing via the mail box of TenderNed. The Tenderer cannot rely on information that is provided in another manner. Messages sent by the Tenderer in another manner will not be handled by the Contracting Authority.

The Tenderer is advised to set up one or more BCC recipients in the Tendering Environment, so that messages in the context of this invitation to tender are not only sent to one contact person.

##### 3.1.5 Planning

The table below contains the planning of this tender. The contracting authority reserves the right to make changes to this planning if necessary.

| Activity                                               | Due date or period                 |
|--------------------------------------------------------|------------------------------------|
| Publication of documents regarding tendering procedure | 05-09-2026                         |
| First round of submittance of questions/remarks        | 10-09-2026 12:00 GMT at the latest |
| Publications of first Information notice               | 28-09-2026                         |
| Second round of submittance of questions/remarks       | 29-09-2026 12:00 GMT at the latest |
| Publication of second Information notice               | 15-10-2026                         |
| Submitting your Tender                                 | 26-10-2026 12:00 GMT at the latest |
| Provisional award decision                             | 20-11-2026                         |
| End of objection period                                | 14-12-2026                         |
| Signing of Agreement                                   | From 14-12-2026                    |
| Invoice ready for payment by NIOZ No later than        | 28-12-2026                         |
| Latest delivery date of complete system                | 01-05-2027                         |

## 3.2 Provision of information

### 3.2.1 Opportunity to ask questions on the invitation to tender

Any questions on the content and the process of this invitation to tender can be asked in writing by means of two rounds of questions using Annex X. The final dates for submitting questions are indicated in paragraph 3.1.5.

The Candidate is requested – insofar that is possible – to not use organisation names, product names and other names related to your organisation when asking questions. The Contracting Authority publishes the questions asked, without stating the name of the questioner and reserves the right to modify questions with that purpose in mind. The Contracting Authority does not guarantee anonymity, for example because the questioner's identity can be derived from necessary technical questions. The Contracting Authority can paraphrase or summarise questions, for example if they contain inappropriate language or in case of needlessly repetitive questions.

### 3.2.2 Individual record

The Candidate can request that certain information of the question or the answer are not included in the Question & Answer module, as publication could harm the Candidate's economic interests. The Candidate must give proper reasons for why its economic interests could be harmed. In that case, the Contracting Authority:

1. cannot publish and answer the question, or
2. can publish the question and/or the answer if, after a request from the Contracting Authority, the Candidate decides to grant its permission to include the information in the Question & Answer module, or
3. can provide the answer only to the Candidate involved. The Contracting Authority will only use this third option if:
  - a. the answer cannot distort competition, and
  - b. the answer does not relate to prices, and
  - c. the answer does not lead to a change of the object of the invitation to tender.

If this third option is used, this will be stated in the record of the tendering procedure.

## 3.3 Submitting Tenders and opening

### 3.3.1 Closing date for submitting Tenders

The Tender must be submitted and received by the Contracting Authority by no later than the date and time indicated in paragraph 3.1.5. Documents are submitted via TenderNed.

Please note:

- It is recommended to only submit the Tender until after any questions have been answered and/or changes to documents have been implemented as stated in the Information notices.
- The date and time are strict deadlines. After closure of the time for submitting Tenders, it is (technically) no longer possible to submit Tenders. **Tenders that are submitted too late can therefore not be accepted.** The risk of submitting a late Tender is entirely for the account of the Tenderer.
- In view of the above statement, it is not advised to wait until the last moment for submitting the Tender.

### 3.3.2 Opening of the Tenders

The Contracting Authority will open the Tenders as soon as possible after the expiry of the closing date and time.

## 3.4 Assessment of the Tenders

The Tenderer and its Tender are assessed in four steps:

Step 1 Assessment of the format requirements;

- Step 2 Assessment of the ESPD (Grounds for Exclusion and Eligibility Requirements). The references are part of the Eligibility Requirements;
- Step 3 Assessment of conformity with the requirements in the Specifications and assessment of the Award Criteria (the award stage);
- Step 4 Final assessment.

These four steps are described in chapter 6 (step 1 and 2) and chapter 7 (step 3 and 4) of this Descriptive Document.

### **3.5 Award**

#### *3.5.1 Notification of the award decision and objection*

The Contracting Authority will announce the (provisional) award decision in writing as soon as possible. The Contracting Authority will notify all Tenderers of the award decision at the same time. The rejected Tenderers will receive the notification of the award decision along with the reasons for the rejection and the name of the winning Tenderer.

All Tenderers can request additional information from the Contracting Authority.

Pursuant to Section 2.129 of the Public Procurement Act 2012, notification of the provisional award decision does not entail acceptance of a Tenderer's offer. During a period of 20 calendar days after sending the notification of the provisional award decision, the Contracting Authority is not allowed to award the Assignment and to enter into an Agreement with the winning Tenderer. If preliminary relief proceedings are instituted within the aforementioned term, also referred to as the standstill period, which must be evidenced by sending a copy of the writ of summons, the Contracting Authority will not award the Assignment until a judgment has been given in the preliminary relief proceedings. The aforementioned term of 20 calendar days is an expiry period. If no preliminary relief proceedings have been instituted within this term, the rejected Tenderers can no longer object against the decision and they will have forfeited their rights. In that case, the Contracting Authority will be free to definitively award the Assignment.

This does not mean that the Tenderer's offer is accepted automatically after expiry of the standstill period. The Contracting Authority will accept the Tenderer's offer after the verification stage (see section below) by means of mutually signing the Agreement.

#### *3.5.2 Verification of supporting documents*

In the verification stage, during the standstill period, the Contracting Authority *can* request supporting documents to verify the information the Tenderer has provided in the context of this tendering procedure. In order to limit the administrative burden, it was decided that the Contracting Authority may in first instance only ask the ESPD from the Tenderers instead of all supporting documents. The supporting documents that fall under the ESPD, with the exception of the references, can in principle only be requested from Tenderers that are eligible for the Assignment on the basis of the assessment. The supporting documents requested must be provided within the term set by the Contracting Authority of **ten working days**. If it turns out that the Tenderer cannot provide supporting documents or has given incorrect information, this will lead to exclusion from participation in the tendering procedure.

### **3.6 Complaints procedure for the invitation to tender**

#### **Complaints Procedure**

The Contracting Authority has established a complaints reporting centre for interested parties who wish to submit a complaint regarding this tendering procedure. Complaints must be submitted in writing via email to [purchase@nioz.nl](mailto:purchase@nioz.nl), stating clearly the subject of the complaint and the grounds on which it is based.

Complaints will be handled by an employee or legal representative of the Contracting Authority who has no direct involvement in the tendering procedure, in order to safeguard independence and objectivity.

The Contracting Authority will acknowledge receipt of the complaint within 5 business days and aim to provide a substantive response within 15 business days of receipt.

The submission of a complaint does not suspend the tendering procedure. The Contracting Authority reserves the right to decide whether or not to suspend the procedure. Should the complainant simultaneously institute preliminary relief proceedings before a competent court, the complaint handling will be suspended pending the court's judgment.

## 4 Options to submit a tender

### 4.1 Submitting a tender independently or in Combination

Companies can submit a tender independently, so as an individual company, or in combination with one or more companies. A Combination applies as one Tenderer. If a company submits a tender both independently and as a member of a Combination, the Contracting Authority will only assess the Combination's Tender. The independent Tender will then be excluded from the invitation to tender.

If a tender is submitted as Combination, the following conditions apply:

- Each member of the Combination must separately indicate that the Grounds for Exclusion that have been declared applicable, as referred to in Sections 2.86 and 2.87 of the Public Procurement Act 2012, do not apply to it. To this end, each of the Combination members must separately fill in and sign the *ESPD*;
- Each member of the Combination must be registered in the Dutch professional or trade register or a foreign equivalent thereof, in accordance with the laws of the country of establishment;
- The Combination members must jointly comply with the Eligibility Requirements (see step 2 in 6.2);
- Members of the Combination accept joint and several liability for complying with all the obligations ensuing from the Agreement if the Assignment is awarded to the Combination;
- The Combination appoints one of the members of the Combination as sole point of contact for the tendering procedure and responsible authorised representative (main contractor) for the Combination;
- Each member of the Combination must indicate in part II, section A of the *ESPD* that there is a partnership and for which Eligibility Requirements its company is relied on.

*Please note* – The legally valid signature of the Tender by all members of the Combination must be traceable to the extracts from the Chamber of Commerce or registrations in the professional or trade register of the country of establishment (see section 5.5).

### 4.2 Deployment of Subcontractors

In performing the Contract, companies can have the work performed by one or more Subcontractors. If the Contractor uses Subcontractors in the performance of the Contract, the following conditions apply:

- Using or changing a Subcontractor can only take place after a written request for this purpose is made by the Contractor and after approval is given by the Contracting Authority;
- The Tenderer declares that it, as the main contractor, always remains fully responsible and liable for the performance of the Assignment and its results;
- The Tenderer will act as sole point of contact and main contractor for this invitation to tender and any Assignment ensuing from this.

### 4.3 Reliance on Third Parties in respect of the Eligibility Requirements

A Tenderer – both a company and a Combination – that does not comply with the Eligibility Requirements in whole or in part itself as included in section 6.2 step 2, may rely on:

- the financial and economic ability of Third Parties and/or;
- the technical competence or professional competence of Third Parties.

This concerns the Eligibility Requirements in respect of financial and economic ability, technical competence and/or professional competence. The conditions to be able to rely on a Third Party are:

- The Tenderer must show upon request that it can actually use the means of the relevant Third Party necessary for the performance of the Agreement;

- Each Third Party on which the Tenderer relies must provide a separate ESPD with the information requested in Part II (sections A and B) and Part III of the ESPD. Each Third Party must legally sign the *ESPD*;
- The legally valid signature of the Third Party must be traceable to the extracts from the Chamber of Commerce or registrations in the professional or trade register of the country of establishment (see section 5.5).

#### **4.4 Reliance on financial and economic ability of the parent group**

If the Tenderer relies on the financial and economic ability of the parent group of which it forms part or the holding which it comes under because the turnover is consolidated, the parent group or the holding must completely and unconditionally guarantee the performance of all obligations that ensue from the Agreement in a so-called holding statement.

To this end, the *Declaration of liability group/holding* must be legally signed by the authorised person. This declaration may not be older than six months at the time of the Tender. The extract of the Chamber of Commerce or the registration in the professional and trade register of the country or establishment of the parent company or the holding serves as evidence of the legally valid signature.

#### **4.5 Tenderers of one group**

If multiple companies of one group want to submit a tender (independently or as Combination), they must be able to demonstrate – at the request of the Contracting Authority – that:

- they have drawn up their Tender independently from the other Tenderers that form part of that group and
- they have observed strict confidentiality.

If they cannot demonstrate this unambiguously and to the Contracting Authority's satisfaction, this will lead to exclusion of further participation in the tendering procedure of all Tenderers forming part of the group in question.

## 5 Rules for the Tender and conditions for participating in the tendering procedure

Tenders are only accepted if they are drawn up and submitted in accordance with the rules below. This is to guarantee fair competition between Tenderers. This chapter will also discuss conditions and provisions that apply in the context of this tendering procedure.

Tenders that are submitted in a different way and Tenders of Tenderers that do not comply with the conditions are in principle invalid and will not be assessed. In that case, the Tenderer will be informed in writing, with the reasons for the rejection stated.

### 5.1 Composition of the Tender

Your Tender consist of the following documents.

| Document                                                                    |
|-----------------------------------------------------------------------------|
| Annex A European Single Procurement Document (ESPD)                         |
| Annex B Declaration of Conformity                                           |
| Annex C Quotation of price                                                  |
| Annex D Core Competence form(s)                                             |
| Annex E Declaration of liability group or holding (if applicable)           |
| Annex F Schedule of Requirements (vervalt indien geen invulling is vereist) |
| Annex G Answers to the award criteria on quality                            |
| Annex H Bank guarantee                                                      |

Where evidence or other information is requested (within the Terms of reference for example). Tenderer adds the documentation concerned as Annexes to his Tender.

The Tender must be complete. This means: all requested supporting documents or other information must be included. The Contracting Authority expressly reserves the right not to process incomplete Tenders any further, as a result of which the Tender will no longer be eligible for awarding of the Assignment.

### 5.2 Submitting the Tender

The Tender can only be submitted electronically via the TenderNed platform. If you have (technical) questions about the operation of TenderNed, please contact the Service Desk of TenderNed. The Contracting Authority is not responsible for TenderNed disruptions.

### 5.3 English language

All communication, documents and correspondence in the context of this invitation to tender and the possible Agreement must be held and/or drawn up in English.

### 5.4 Agreement with the tendering procedure

By submitting a Tender in the context of this invitation to tender, the Tenderer agrees to the requirements, conditions and provisions of this tendering procedure.

### 5.5 Signature of Tender

All documents and declarations which needs to be signed must have a legally valid signatures of an authorised representative.

The legal validity of the signature must be evidenced from the extracts of the Chamber of Commerce or registrations in the professional or trade register of the country of establishment or, in case these are missing, a different supporting document as referred to in Section 2.98 of the Public Procurement Act 2012. Where possible, documents may be signed electronically using a

legally recognized method of electronic signing. If this is not possible, documents must be signed by hand and submitted as PDF document.

A signatory that is not registered as authorised representative in the professional or trade register must be given power of attorney by a person that does have representative authority.

### **5.6 Reservations of the Contracting Authority**

The Contracting Authority reserves the right to suspend the tendering procedure in whole or in part, to discontinue it temporarily or definitively and/or to decide not to award the contract. In that case, the Candidate or the Tenderer is not entitled to a compensation of costs, of any nature whatsoever.

### **5.7 Compensation of costs**

Tenderers are not entitled to a compensation of costs in the context of this invitation to tender.

### **5.8 Statement of prices, rates and costs**

Prices, rates and costs must be submitted in euro, exclusive of VAT. They must be in line with market conditions, plausible and realistic – also see section 5.9 in this context.

Prices must be all-in. Costs that were reasonably foreseeable at the time of tendering shall be included in the offered price. Costs arising from circumstances that could not reasonably have been foreseen shall be addressed in accordance with the price adjustment or unforeseen circumstances clause in the Agreement.

### **5.9 Manipulative Tenders**

The Tenderer is not allowed to submit manipulative Tenders. In this context, this means that improper means are used to avoid the competition of the fellow Tenderers, or that the announced standard to assess the most economically advantageous tender is abused, as a result of which the assessment methodology used by the Contracting Authority is frustrated. The Tenderer is not allowed to make offers that are not in line with market conditions or plausible in accordance with objective economic standards, or that otherwise have a manipulative character. A Tender is in any case manipulative if one or more rates frustrate the formula that is used or there are negative or zero rates. It is also not allowed to change the format of Annex C.

The Tenderer violating this provision will be excluded from further participation in this tendering procedure.

### **5.10 Unconditional Tender**

Tenders that are subject to conditions or reservations will be excluded from further participation in this tendering procedure.

### **5.11 Validity period**

The validity period of your Tender must be 220 calendar days, calculated from the submission deadline for Tenders as stated in paragraph 3.1.5.

This validity period takes into account the possibility that:

- the Contracting Authority wishes to make use of the waiting room provision and therefore concludes an Agreement with the next ranked Tenderer.

In case preliminary relief proceedings are instituted against the award decision, the validity period may need to be extended to accommodate the follow-up of a verdict (such as reassessment of the Tenders).

The Tenderer will extend the term of validity at the Contracting Authority's first request. The Contracting Authority will make such a request if the course of the tendering procedure gives rise to do so

### **5.12 Waiting room provision**

Tenderers who submit a valid Tender but who are not eligible for provisional award will take a seat in the so-called "waiting room". This means that if ultimately no Agreement is concluded between the Contracting Authority and the provisionally awarded Tenderer, the Contracting Authority may, if it so desires, enter into an Agreement with the Tenderer placed in the waiting room who has ended up next in ranking, after this Tenderer has successfully completed the proof of concept.

A waiting room agreement (Annex 2X) can be offered to the Tenderer who ranked second in the assessment. If ultimately no Agreement is concluded between the Contracting Authority and the initially awarded Tenderer, an Agreement can be concluded with the Tenderer who finished in second place in ranking.

The Contracting Authority is not obliged to make use of the waiting room provision

### **5.13 Intellectual property**

The intellectual property rights of the Specifications are vested in the Contracting Authority. Subject to exceptions laid down by law, without the Contracting Authority's written consent nothing from the Specifications may be reproduced, other than for the purpose of this tendering procedure.

### **5.14 Integrity and independence**

In order to safeguard the integrity of the tendering procedure, the Contracting Authority uses the following guidelines:

- On submission of the Tender the Tenderer will be asked to report whether people employed by the Contracting Authority also work at the Tenderer in an ancillary position, paid or otherwise.
- If this could lead to undesired commercial conflict of interest, this could lead to the Tenderer's exclusion from the tendering procedure. In this case, the Tenderer will be informed of the decision, along with the reasons.
- If it transpires that during the term of the tendering procedure a person employed by the Contracting Authority occupies or has occupied an additional position with the Tenderer, paid or otherwise, without the Contracting Authority being informed before concluding the Agreement, the Contracting Authority is entitled to exclude the Tenderer or to terminate the Agreement immediately without notice of default.

### **5.15 Influencing the assessment**

It is prohibited to seek contact with a member or members of the assessment committee, employees of the Contracting Authority or other persons involved in the invitation to tender for any information whatsoever. Any influence, in any way whatsoever, of employees that are involved in this invitation to tender could lead to exclusion from participation.

### **5.16 Exclusion as a result of discontinuation of business activities or takeover**

If, during the tendering procedure, a Tenderer or a Combination must discontinue the business activities relevant to this invitation to tender or the company is taken over, the Tenderer must inform the Contracting Authority immediately. In that case, the Contracting Authority reserves the right to exclude this Tenderer from participating in the procedure.

### **5.17 Brand names**

If the Specifications mention a certain product, source, special working method, reference to a brand, patent, type, origin or production in connection with technical specifications, this is only

meant as an example. In such cases, the Tenderer must read the message or reference as including the words 'or equivalent', if this is not stated in the text.

#### **5.18 Inaccuracies in the Descriptive Document**

The Specifications have been carefully drawn up. The Tenderer must inform the Contracting Authority in writing as soon as possible but no later than 14 days before the closing date for submitting the Tender, if flaws, procedural errors and/or contradictions are found.

Flaws, procedural errors and/or contradictions found after the aforementioned term, which the Tenderer did not observe earlier, are at the expense and risk of the Tenderer. In that case, the Tenderer will have lost its right in this matter.

#### **5.19 Contradictions and lack of clarity in the Tender**

If there are contradictions in the Tender, the Contracting Authority will assume the most advantageous offer or part thereof in the assessment. In that case, the Tenderer must keep the offer or that part open in full and unconditionally.

If there is a lack of clarity in a Tender, the Contracting Authority reserves the right to ask for a clarification and/or an addition. This clarification and/or addition may not entail an essential change of the Tender. If this is the case in the Contracting Authority's opinion, it will not take these clarifications and/or additions into account in the assessment.

The absence of requested information, declarations and/or document can lead to exclusion. This also applies if information and/or data have been provided that are wholly or partially incorrect or incomplete. The Contracting Authority has the right to ask Tenderers to supplement the missing data. The Contracting Authority also has the right to check the information provided by the Tenderer in respect of third parties.

For the assessment of the Tenderers (this chapter) and the Tenders (chapter 7), format requirements, Grounds for Exclusion, Eligibility Requirements and Award Criteria are used in succession. This chapter describes the format requirements, Grounds for Exclusion and Eligibility Requirements against which the Tenderer will be tested.

### **6.1 Step 1: Assessment of the format requirements**

The Tenders are first checked for the format requirements. It is obligatory to meet the format requirements. The Contracting Authority reserves the right not to (further) accept Tenders that do not meet these requirements or that are incomplete or incorrect.

The format requirements are:

- The Tender must be submitted in time within the Tendering Environment (see section 5.12).
- The Tender must be complete (see section 5.1).
- The Tender must be drawn up in English (see section 5.3).
- The Tender must be validly signed (see section 5.5).

### **6.2 Step 2: Assessment of the ESPD**

After the format requirements, the Tenders will be checked on the presence, the filling in and the legally valid signature of the ESPD. In the ESPD, the Tenderer indicates that the Grounds for Exclusion that have been declared applicable, as referred to in Sections 2.86 and 2.87 of the Public Procurement Act 2012, do not apply to it. The Tenderer also applies that it meets the applicable Eligibility Requirements, technical specifications and terms and conditions of performance as described in Section 2.84 of the Public Procurement Act 2012.

In the verification stage, the Contracting Authority can check the accuracy of one or more data or information in the ESPD of the winning Tenderer(s). This can concern the following documents or declarations (see Section 2.89 of the Public Procurement Act 2012):

1. An extract from the Chamber of Commerce or a registration in the professional or trade register of the country of establishment. The extract or proof of registration cannot be older than six months, calculated from the closing date of the tender.
2. A certificate of conduct for procurement issued by the Ministry of Security and Justice. The certificate of conduct for procurement cannot be older than two years, calculated from the closing date of the tender.
3. Performance of Tax Obligations Payment History Report, issued by the Tax and Customs Administration. The report cannot be older than six months, calculated from the closing date of the tender.

Required evidence (such as a conduct for procurement) vary by country, ranging from an officially issued certificate to a statement under oath before a notary or judge. With e-Certis (<https://ec.europa.eu/tools/ecertis/#/homePage>) Tenderer can gain insight into which means of evidence are required in a country and whether they correspond to the Dutch means of evidence. e-Certis was created and compiled on behalf of the European Commission. In e-Certis you will find the supporting documents of the 28 European Member States, candidate country (Turkey) and the 3 EEA countries (Iceland, Liechtenstein and Norway). The European Commission ensures that all data is available in all official EU languages. Non EU companies can submit a statement under oath before a notary or judge.

#### **6.2.1 Grounds for Exclusion (part III of the ESPD)**

The Tenderer must state that none of the set Grounds for Exclusion apply by completely filling in and validly signing the ESPD.

### 6.2.2 Eligibility Requirements (part IV of the ESPD)

Eligibility Requirements are intended to determine whether the Tenderer is suitable to perform the service requested in the Specifications. The Eligibility Requirements which apply to this tendering procedure are described below.

#### A Financial and economic capacity

The Tenderer has sufficient financial and economic capacity to fulfil the obligations arising from any Agreement, as evidenced by:

- (a) a positive equity on the balance sheet for the last financial year; and
- (b) no cumulative losses over the last three financial years that exceed 50% of the Tenderer's equity for the last financial year.

Alternatively, the Tenderer may demonstrate its financial and economic capacity by providing:

- an annual turnover in each of the last three financial years that is at least equal to the estimated value of this Assignment (€545,000 excluding VAT); or
- a bank guarantee or parent company guarantee covering at least 20% of the estimated contract value.

If the Tenderer registers as a Combination, all Combination members must meet this requirement. Within the verification phase, the independent Tenderer or all members of the Combination must submit (excerpts from) annual accounts for the last three closed financial years, or the relevant alternative evidence (bank guarantee, parent company guarantee, turnover statement).

#### B Continuity

##### 1. **Claims and investments**

The Tenderer is not aware of any claims or circumstances that could reasonably be expected to jeopardise its financial and economic strength or continuity during the performance of the Agreement.

##### 2. **Auditor's report**

The most recently issued auditor's report does not contain a "continuity paragraph" indicating substantial doubt about the Tenderer's ability to continue as a going concern. If the auditor's report includes a continuity paragraph that is clearly related to circumstances that do not affect the Tenderer's ability to perform this specific Assignment, the Tenderer may provide a written explanation together with supporting evidence (e.g. bank confirmation, parent company support letter).

##### 3. **Liability insurance**

The Contractor shall maintain adequate professional and/or legal liability insurance during the term of the Agreement, with coverage appropriate for the scale and risks of this Assignment.

If the Tenderer registers as a Combination, all Combination members must meet the above requirements.

Within the verification phase, the independent Tenderer or all members of the Combination must submit the relevant auditor's report (or assessment/composition statement), liability insurance policy and, where applicable, supporting evidence regarding continuity.

#### C Technical competence and/or professional competence

The Tenderer demonstrates its technical and professional competence by submitting one to three reference projects that jointly cover the required core competencies

- Core competency 1: Experience with the supply and commissioning of acoustic tracking systems for marine research, including transmitters and receiver arrays.
- Core competency 2: Experience with the deployment and operation of moored receiver arrays with acoustic release mechanisms in offshore or North Sea conditions.
- Core competency 3: Experience with diver-free retrieval systems (acoustic release) for underwater equipment at depths of at least 30 metres.

The experience with the above core competencies must be described using Annex D (Core Competency Form). The following applies:

- A separate Core Competency Form must be used for each individual reference assignment;
- Different reference assignments may be used even if they were performed for the same client;
- A maximum of three reference assignments may be used to describe the experience with the above core competencies. If two or even one reference assignment is sufficient to describe the requested core competencies, this is permitted.

The description of reference assignments must be included in the Tender.

#### D Quality standards

The Tenderer shall apply a described quality management system. Evidence of this can be provided by certification (e.g. under the ISO nomenclature) or in another way with which the Tenderer is able to demonstrate that the quality of its business processes is systematically managed (e.g. according to a plan-do-check-act cycle).

If the Tenderer registers as a Combination, all Combination members must meet this requirement.

Within the verification phase, the independent Tenderer or all members of the Combination must submit a copy of the certification or a description of the quality management system.

#### E Professional qualification

The Tenderer must be registered in the professional or trade register or a foreign equivalent thereof in accordance with the applicable legislation in its country of establishment.

If the Tenderer registers as a Combination, all Combination members must be registered in the professional or trade register or a foreign equivalent thereof.

Within the verification phase, the independent Tenderer or all members of the Combination must submit proof of registration in the relevant register.

By checking the relevant sections in Part IV of the ESPD ("meets the prescribed selection criteria"), the Tenderer declares that it meets the set Eligibility Requirements.

Only Tenders that meet all Eligibility Requirements will proceed to Step 3 (see Section 7.1). If the Tenderer does not meet one or more Eligibility Requirements, the Tender will not be assessed further, and the Tenderer will not be eligible for award of the Contract.

## **7 Award stage**

This chapter describes the assessment of the Tenders based on the Award Criteria. Which Tenderer has submitted the most economically advantageous tender and is eligible for award of the Assignment is determined on the basis of the requirements, the quality and the price.

### **7.1 Step 3: Assessing conformity and Awarding**

#### ***Conformity to the Terms of Reference***

The requirements relating to the Assignment are knock-out requirements. "Knock-out" means that Tenders that do not meet all the requirements will not be further assessed by the Contracting Authority and the Tenderer will be excluded from further participation in the procurement procedure.

If documentation is requested to verify compliance with the minimum requirements, this verification will be carried out in the same way as the assessment of responses to quality award criteria as described in section 7.1.2. In the case of an award based on the lowest price or Adapted Value, this involves determining the verification result. In the case of awarding on value (surplus on requirements), it is also about determining the degree of surplus offered and the corresponding fictitious deduction from the tender price. Point (c) in section 7.1.2 in this case refers to a difference of opinion among evaluators about the extent (number of discrete steps) of surplus offered.

#### **7.1.1 Assessment committee**

An assessment committee has been set up to assess the tenders. The committee will assess the tender on the basis of the regulations in the Request for Quotation and any internal assessment protocol. The assessment process takes place under the responsibility of the procurement consultant on behalf of the Contracting Authority.

#### **Individual assessment**

Each tender is assessed by each member of the committee in its entirety and on its own (there is no so-called relative assessment). With regard to entirety, the Contracting Authority makes a reservation in the event that a member of the committee is insufficiently competent with regard to a (sub)award criterion to be able to arrive at a responsible assessment. However, such a situation will not lead to an assessment of the relevant part by fewer than three members of the committee.

#### **Discussion on assessments**

After the individual assessment, a plenary session will take place during which the assessment result of each individual application will be evaluated. The committee determines the final assessment result in which the consensus model is pursued. Here's how it works:

- If all individual ratings are unanimous in their rating, rating will be made as indicated by the reviewers;
- If one or more assessors have recorded a different rating, consultations will take place between the assessors, with the aim of reaching consensus. If consensus is reached, valuation will be made in accordance with this consensus;
- If no consensus is reached, the valuation is based on the unweighted average of all individual ratings of reviewers.

### **7.2 Adapted Value**

Adapted Value

The contract shall be awarded to the Tenderer submitting the Most Economically Advantageous Tender (MEAT), assessed on the basis of the best price-quality ratio (BPKV), in accordance with

Article 2.114 of the Aanbestedingswet 2012. The following award criteria and maximum scores apply:

### 7.2.1 Valuation framework and assessment criteria

#### Valuation framework

The table below provides an overview of the different valuation levels used by the assessors.

| # | Award Criterion                         | Maximum Points    | Weight      |
|---|-----------------------------------------|-------------------|-------------|
| 1 | Technical Solution & System Performance | 30 points         | 30%         |
| 2 | Overall Planning                        | 20 points         | 20%         |
| 3 | Deployment & Operational Plan           | 25 points         | 25%         |
| 4 | Price                                   | 25 points         | 25%         |
|   | <b>Total</b>                            | <b>100 points</b> | <b>100%</b> |

### 1. Technical Solution & System Performance (max. 30 points)

The Technical Solution is assessed on the following elements:

- The extent to which the proposed system meets or exceeds the specified acoustic requirements for the ReefXL project, including:
  - horizontal tracking accuracy of at least 5 metres for approximately 520 transmitters (400 TreeReef frames and 120 Shellfish frames) in a 700 × 700 m area at 35–50 m depth;
  - support for inclination/tilt sensors on TreeReef transmitters and accelerometer/activity/XYZ sensors on Shellfish transmitters;
  - capability for individual traceability of all transmitters in a high-density configuration.
- The extent to which the system demonstrates a proven capacity for autonomous subsea operation at 35–50 m water depth for up to 10 years (transmitter lifetime).
- The extent to which the Tenderer demonstrates experience with comparable subsea acoustic monitoring deployments in marine research or institutional offshore projects.
- The degree to which the proposed receiver array and release strategy effectively ensure:
  - diver-free deployment and recovery of all receiver units;
  - reliable data collection before and after storm events, with a target data success rate of at least 75%;
  - CE-marking and compliance with applicable EU legislation for all receivers and release systems.

#### Scoring:

$\text{score technical solution} = (\text{awarded rating} / \text{highest awarded rating}) \times 30$

| Tenderer   | Rating | Score                                 |
|------------|--------|---------------------------------------|
| Tenderer X | 9.0    | $(9.0/9.0) \times 30 = \mathbf{30.0}$ |

|            |     |                                       |
|------------|-----|---------------------------------------|
| Tenderer Y | 8.0 | $(8.0/9.0) \times 30 = \mathbf{26.7}$ |
| Tenderer Z | 7.0 | $(7.0/9.0) \times 30 = \mathbf{23.3}$ |

## 2. Overall Planning (max. 20 points)

The Overall Planning is assessed on the following elements:

- The extent to which the planning gives the Contracting Authority confidence that:
  - the planning is realistic and achievable within the stated timeframe;
  - the sub-phases (system design finalisation, factory acceptance testing, preparation for shipment, delivery) will be delivered on time;
  - the invoice can be issued and be ready for payment by NIOZ no later than **28 December 2026**;
  - final delivery and commissioning can take place no later than **1 May 2027**.
- The extent to which the Tenderer has accounted for contingencies such as:
  - equipment lead times and supply chain risks;
  - weather windows for testing and commissioning activities (where relevant);
  - coordination with NIOZ's internal planning and availability of key staff.

### Scoring:

$\text{score overall planning} = (\text{awarded rating} / \text{highest awarded rating}) \times 20$

| Tenderer   | Rating | Score                                 |
|------------|--------|---------------------------------------|
| Tenderer X | 9.0    | $(9.0/9.0) \times 20 = \mathbf{20.0}$ |
| Tenderer Y | 8.0    | $(8.0/9.0) \times 20 = \mathbf{17.8}$ |
| Tenderer Z | 7.0    | $(7.0/9.0) \times 20 = \mathbf{15.6}$ |

## 3. Deployment & Operational Plan (max. 25 points)

The Deployment & Operational Plan is assessed on the following elements:

- The extent to which the Tenderer demonstrates a clear and safe methodology for:
  - delivery, installation and commissioning of the acoustic tracking system at the NIOZ location and/or designated deployment site;
  - integration with the TreeReef and Shellfish frames (provided by NIOZ or third parties);
  - support to NIOZ during the initial operational phase.
- The extent to which data management, remote monitoring capabilities, and servicing procedures are described in a complete, logical, and SMART manner, including:
  - support for selection and implementation of suitable (open-source) triangulation software;
  - advice on battery requirements and energy calculations for the receiver system (including 20% safety margin for cold North Sea winter conditions);
  - approach to training NIOZ staff and providing documentation.
- The extent to which the plan addresses communication with the Contracting Authority during and after deployment, including reporting on system status and data quality.
- The extent to which risks (e.g. equipment failure, data loss, battery degradation, delays in delivery) are identified and mitigated.

### Scoring:

$\text{score deployment \& operational plan} = (\text{awarded rating} / \text{highest awarded rating}) \times 25$

| Tenderer   | Rating | Score                                 |
|------------|--------|---------------------------------------|
| Tenderer X | 9.0    | $(9.0/9.0) \times 25 = \mathbf{25.0}$ |

|            |     |                                       |
|------------|-----|---------------------------------------|
| Tenderer Y | 8.0 | $(8.0/9.0) \times 25 = \mathbf{22.2}$ |
| Tenderer Z | 7.0 | $(7.0/9.0) \times 25 = \mathbf{19.4}$ |

#### 4. Price (max. 25 points)

The price score is calculated on the basis of the total offered price (excl. VAT) using the following formula:

score price = (lowest offered price / offered price Tenderer)  $\times$  25

| Tenderer   | Offered Price      | Score                                        |
|------------|--------------------|----------------------------------------------|
| Tenderer X | Offered Price: P_X | Score: $(P_{\text{lowest}} / P_X) \times 25$ |
| Tenderer Y | Offered Price: P_Y | Score: $(P_{\text{lowest}} / P_Y) \times 25$ |
| Tenderer Z | Offered Price: P_Z | Score: $(P_{\text{lowest}} / P_Z) \times 25$ |

#### 7.2.2 Instruction

To answer the questions with regard to each of the sub-award criteria for quality, use should be made of Annex G (Answering award criteria quality). Take good note of the instructions in the introductory chapter before you start answering the questions.

For questions where a maximum of the answer space has been set, the full answer must be given at the relevant place in the described answer space (e.g. "no more than 3 pages A4"). It is not permitted to include references or links to other environments in your reply. If the maximum allowed answer space is exceeded, only the allowed answer space is assessed, calculated from the beginning of the answer. This may mean that your answer is incomplete and will be judged as such..

#### 7.3 Tie

In the event that two or more Tenders receive an equal total score following the application of the award criteria, the Contracting Authority shall apply the following sequential tie-breaking procedure:

1. **Highest quality score** — The Tender with the highest cumulative score on the qualitative award criteria (criteria 1, 2, and 3 combined) shall be ranked first.
2. **Lowest price** — If the qualitative scores are also equal, the Tender with the lowest total offered price (excl. VAT) shall be ranked first.
3. **Drawing of lots** — If, after application of steps 1 and 2, Tenders remain equal, the Contracting Authority shall determine the ranking by means of a drawing of lots, conducted in the presence of an independent notary, in accordance with Article 2.114 of the Aanbestedingswet 2012.

All Tenderers concerned shall be notified in advance of the date, time, and location of the drawing of lots and shall be entitled to attend.

#### 7.4 Verification

As indicated in 3.4.2, the Contracting Authority can request supporting evidence from the winning Tenderer(s) immediately after publication, in accordance with Sections 2.89, 2.91 and 2.93 of the

Public Procurement Act 2012. If verification of the supporting documents shows that the potential winning Tenderer:

- does not meet the specified requirements, or
- cannot submit sufficient evidence, or
- if it transpires that it has provided incorrect information,

this Tenderer will not be eligible for award. The Contracting Authority will then withdraw the provisional award decision.

The scores of the remaining Tenderers will then be recalculated and the tendering procedure will be continued with the Tenderer that then has first place.

Based on the new assessment results, the assessment committee will issue a new award recommendation to the internal Client. If the award recommendation is followed, a new, second publication of the award decision is sent to all Tenderers and the objection period will commence again. The supporting documents can then be requested and verified from the new potential winning Tenderer.

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