

Descriptive document

Fish Finder

European tendering according to public procedure

Performed by: NIOZ
On behalf of:

Date: 25-09-2026
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 the Client and the Contractor for the delivery of one or more products or for the provision of a service, as described in the Descriptive Document

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 client, in this case NIOZ, who concludes the Agreement with the Contractor.

Contracting authority

The Foundation of Dutch Scientific Research Institutes (NWO-I), on behalf of NIOZ.

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 and www.pianoo.nl.

Purchase Conditions

The general purchase conditions of the Contracting authority which apply to the Agreement: [ARIV-2018].

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 Fishfinder 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

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NIOZ requires five (5) subsea acoustic fish detection systems (fish finders) for deployment as part of the rifHerstel XL project. This project aims to study the ecological effectiveness of artificial reef structures in Dutch coastal waters. The fish finder systems will enable autonomous, long-term monitoring of fish presence, species composition and biomass in the vicinity of these reef structures.

Given the specialized technical nature of this system and its estimated value exceeding the European threshold for supplies, NIOZ is conducting this procurement via a European open procedure in accordance with the Public Procurement Act 2012.

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: Due to external funding and grant cycle conditions tied to the 2026 financial year, the Contractor must issue an invoice that is complete, correct and ready for payment by NIOZ no later than 28 December 2026. This milestone invoice shall be linked to the completion of the system design and core components / Factory Acceptance Testing (FAT), or alternatively, may be invoiced as an advance payment subject to the provision of a Bank Guarantee of equal value in accordance with Annex H. Any Tender that does not explicitly accept this date as a binding contractual milestone will be considered non-compliant.

2 The Assignment

2.1 Description

2.1.1 *Within the scope of the Assignment*

The Assignment involves the following work:

Scope of Work

The Contractor shall supply, configure, and deliver five (5) subsea acoustic fish detection systems (fish finders) as part of the rifHerstel XL project. Each system shall be delivered as a self-contained instrument suitable for autonomous, upward- or downward-looking deployment in the water column. The Contracting Authority is responsible for the subsea frame or buoy, mounting, deployment and recovery of the systems; these activities do not form part of the Assignment. The delivered systems shall be compatible with mounting either on a subsea frame (i.e., upward-looking orientation) or a buoy (i.e., downward-looking orientation), and the Contractor shall provide the interface information (dimensions, weights, mounting points, connectors) required for the Contracting Authority to integrate the fish finders in their subsea frame or buoy.

Technical Requirements & Deployment Environment

All (5) fish finders shall be designed and rated for autonomous subsea operation under an operational water depth of ≥ 40 m, and is able to work downward- and upward-looking.

Acoustic and Measurement Performance

All (5) fish finders should have the same set-up and meet the following acoustic requirements:

- Inclusion of at least one split-beam wideband transducer for target detection and tracking.
- Wide operational frequency range sufficient to enable detection of both small-bodied and large-bodied fish species.
- Wide beamwidth transducers to maximise spatial coverage and sampling volume.
- Primary capability to quantify fish presence, estimate species composition, and estimate biomass in the vicinity of the reef structure.

Sampling and Acquisition

The (5) fish finders shall support flexible acquisition modes, including burst sampling, with the preference that the burst is able to monitor for 6 months with burst of 2 minutes every 30 minutes. Ping rate shall be sufficient to capture temporal variations in fish behavior related to diel (day/night) and tidal cycles.

Endurance and Data Handling

The system shall support a minimum uninterrupted deployment duration of six (6) months between servicing intervals. To meet this requirement, the system shall:

- Provide sufficient battery capacity for a minimum of six (6) months of operation.
- Provide sufficient onboard data storage for the full deployment period.
- Include low-power operational modes to optimize energy consumption.
- Biofouling Mitigation.
- Given the extended subsea deployment duration, all transducers shall be compatible with antifouling treatments or coatings to minimize biofouling-related performance degradation.

Changing the Contract

2.1.2 *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.

2.1.3 *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:

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:

- Additional works or services that are unforeseen at the time of contracting but are directly related to and necessary for the proper execution of the Assignment, as referred to in Article 2.163c of the Aanbestedingswet 2012, may be assigned to the Contractor under the conditions set forth in this Agreement, provided that:
 - the need for the additional works or services could not have been foreseen by a diligent Contracting Authority at the time of the original contract award;
 - the additional works or services cannot be technically or economically separated from the original Agreement without significant inconvenience, or are strictly necessary for the completion of the Assignment; **and**
 - the cumulative value of any such additional works or services shall not exceed **fifty percent (50%)** of the value of the original Agreement, in accordance with Article 2.163c, paragraph 1(b), of the Aanbestedingswet 2012.

...

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.

2.1.4 *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 the extension of the deployment period beyond the initial six (6) months, the addition of supplementary transducer units, or the modification of data acquisition parameters, provided such changes do not alter the general nature of the Assignment.

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.

2.2 **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.

2.3 **Form of contract, contractual conditions and term**

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 3.2.1. 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.

The estimated total value of this Contract is € 500.000 excluding VAT. This estimate is provided for information purposes only and does not constitute a guarantee of the final contract value.

The place of performance is: NUTS code NL132 – Kop van Noord-Holland (NIOZ, Texel).

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.

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 public procedure is used for this tender. The contract shall be awarded to the Tenderer submitting the Most Economically Advantageous Tender (MEAT), assessed based on the best price-quality ratio (BPKV), in accordance with Article 2.114 of the Aanbestedingswet 2012. Notice The notice of this Assignment is published on the TenderNed website on the date as indicated in paragraph 3.1.5.

The subject of this tender is classified under the following Common Procurement Vocabulary (CPV) codes:

- Primary CPV: 43135000-8 Subsea equipment
- Secondary CPV: 38424000-3 Measuring equipment and instruments
- Secondary CPV: 90711500-9 Environmental monitoring

3.1.2 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.

3.1.3 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.

3.1.4 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	25-09-2026
First round of submittance of questions/remarks	07-10-2026, 08:30GMT at the latest
Publications of first Information notice	14-10-2026, 08:30 GMT
Second round of submittance of questions/remarks	19-10-2026
Publication of second Information notice	23-10-2026, 12:00 CET
Submitting your Tender	03-11-2026
Provisional award decision	16-11-2026 (23:59 CET)
End of objection period	From 07-12-2026
Signing of Agreement	From 28-12-2026
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.

The Tenderer and its Tender are assessed in the following sequential steps:

- Step 1 – Assessment of format requirements (Chapter 6.1)
- Step 2 – Assessment of the ESPD: Grounds for Exclusion and Eligibility Requirements (Chapter 6.2)

- Step 3 – Assessment of conformity with mandatory requirements (Terms of Reference)
- Step 4 – Assessment of Award Criteria and determination of ranking (Chapter 7.1)
- Step 5 – Verification of supporting documents of the provisionally winning Tenderer (Chapter 7.4)

3.4 Award

3.4.1 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. 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.

3.5 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, 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 Not Applicable in this Tender.
Annex G Answers to the award criteria on quality
Annex H Bank guarantee
Annex I Question Form

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.

The prices must be all-in, that is to say there is no question of it that Annex C does not fully addresses all costs that are involved execution of the Agreement. The explicit requirement here is that unforeseen costs are at the expense of the Contractor.

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 120 calendar days calculated from the submission date for Tenders as stated in paragraph 3.5.1. This validity period takes into account the possibility that the winning Tenderer does not withstand the trial period proof of concept acceptance test of equipment and the Contracting Authority wishes to make use of the waiting room provision and therefore the Contracting Authority effectuates the Waiting room agreement.

In case preliminary relief proceedings are instituted against the award decision, the validity period possibly needs to be extended to accommodate the follow up of a verdict (like 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 Integrity and independence

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

- Prior to conclusion of the Agreement 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.

5.13 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.

5.14 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.

5.15 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.

5.16 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.

5.17 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.

6 Selection stage

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 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 either (a) the fact that he has always achieved a positive annual result in the last three financial years before the closing of the registration period for this tender (profit) or (b) although he has not achieved a positive annual result (profit) in every year, the cumulative negative results (losses) are less than the amount of equity on the balance sheet for the last financial year.

If you register 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, which demonstrate the financial and economic capacity.

B Continuity

1 Claims

The Tenderer is not aware of any possible claims or during the period of the execution of the Agreement no investments are necessary that could place his company in such a position that its financial and economic strength or continuity could be jeopardized. By signing the ESPD, the independent tenderer or all members of the Combination declare that this is the case.

2 Auditor's report

The most recently issued auditor's report does not contain a so-called 'continuity paragraph'. For companies that are not required to have annual accounts, an assessment or composition statement must be submitted.

If you register 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 intended auditor's report or the assessment or composition statement.

3 Liability insurance

The Contractor will ensure that it is adequately insured with regard to the execution of the Assignment and will remain insured against professional and/or legal liability during the term of the Agreement.

If you register as a Combination, all Combination members must meet this requirement.

During the verification phase, the independent tenderer or all members of the combination must submit a copy of the liability insurance policy.

C Technical competence and/or professional competence

The tenderer demonstrates his technical and professional competence by submitting two reference projects that are technically equivalent to the present assignment and at comparable organizations where work is carried out in a similar manner.

Core competency 1: Experience with the design, supply, and deployment of subsea acoustic monitoring systems in marine or offshore environments at water depths of 30 m or greater, executed within the past 5 years.

Core competency 2: Experience with the integration, configuration, and delivery of acoustic or oceanographic sensor systems in coastal or offshore environments, executed within the past 5 years.

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

- You use a separate Core Competency Form for each individual reference assignment;
- It is possible to use different reference assignments that have been carried out for the same principal;
- A maximum of 3 reference assignments may be used to describe the experience with the above core competencies. If 2 reference assignments or 1 reference assignment are/is sufficient to describe the requested core competencies, then this is permitted.

The description of reference assignments must be part of the Tender

D Quality standards

A described quality system is to be used by the Tenderer. Evidence of this can be provided by having certifications such as under the ISO nomenclature, or in another way with which the Tenderer is able to demonstrate that he has systematically (i.e. according to a plan-do-check cycle) -act) the quality of the business processes is being worked on within the organization.

If you register 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 certification or a description of the quality system.

E Professional qualification

The Tenderer must be registered in the professional or trade register or a foreign variant thereof in accordance with the applicable legislation in his country of residence.

If you register as a Combination, all Combination members must meet the requirement that the company is registered in the professional or trade register or a foreign variant thereof.

Within the verification phase, the independent registrant or all members of the combination must submit proof of registration in the said register.

By checking the following 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 the set of Eligibility Requirements continue on for further assessment 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

7.1.1 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.

7.1.2 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:

- a) If all individual ratings are unanimous in their rating, rating will be made as indicated by the reviewers;
- b) 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;
- c) If no consensus is reached, the valuation is based on the unweighted average of all individual ratings of reviewers

7.2 Step 5: 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:

#	Award Criteria	Maximum Points	Weight
1	Technical Solution & System Performance	30 points	30%
2	Overall Planning	20 points	20%

#	Award Criteria	Maximum Points	Weight
3	Deployment & Operational Plan	25 points	25%
4	Price	25 points	25%
Total		100 points	100%

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, including split-beam wideband transducer capability, frequency range, and beamwidth
- The extent to which the system demonstrates a proven capacity for autonomous subsea operation at ≥ 40 m water depth for a minimum of 6 months
- The extent to which the proposed technical solution has been proven in operational, comparable marine/subsea environments (demonstrated by verifiable technical field test data, factory performance reports, or system specification sheets).
- The degree to which the proposed antifouling strategy effectively mitigates biofouling over the full deployment period

Scoring:

The quality criteria are assessed on an absolute scale from 1 to 10 (or discrete score increments: 2 = Poor, 4 = Moderate, 6 = Satisfactory, 8 = Good, 10 = Excellent). The score is calculated as follows:

$$\text{Score} = \left(\frac{\text{Awarded rating}}{10} \right) \times \text{Maximum points}$$

Tenderer	Rating	Score
Tenderer X	9.0	$(9.0/10) \times 30 = \mathbf{27.0}$
Tenderer Y	8.0	$(8.0/10.0) \times 30 = \mathbf{24.0}$
Tenderer Z	7.0	$(7.0/10.0) \times 30 = \mathbf{21.0}$

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, deployment) 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
- The extent to which the Tenderer has accounted for contingencies such as weather windows, vessel availability, and equipment lead times

Scoring:

The quality criteria are assessed on an absolute scale from 1 to 10 (or discrete score increments: 2 = Poor, 4 = Moderate, 6 = Satisfactory, 8 = Good, 10 = Excellent). The score is calculated as follows:

"Score" = ("Awarded rating" / 10) × "Maximum points"

Tenderer	Rating	Score
Tenderer X	9.0	$(9.0/10.0) \times 20 = \mathbf{18.0}$
Tenderer Y	8.0	$(8.0/10.0) \times 20 = \mathbf{16.0}$
Tenderer Z	7.0	$(7.0/10.0) \times 20 = \mathbf{14.0}$

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

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

- The extent to which the Tenderer provides clear, practical, and safe procedures and manuals for handling, frame/buoy integration, and operational support to facilitate the Contracting Authority's deployment and recovery activities (including instructions for interface compatibility and handling/release mechanisms) The extent to which data management, remote monitoring capabilities, and servicing procedures are described in a complete, logical, and SMART manner
- 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 (biofouling, battery degradation, data loss) are identified and mitigated

Scoring:

The quality criteria are assessed on an absolute scale from 1 to 10 (or discrete score increments: 2 = Poor, 4 = Moderate, 6 = Satisfactory, 8 = Good, 10 = Excellent). The score is calculated as follows:

"Score" = ("Awarded rating" / 10) × "Maximum points"

Tenderer	Rating	Score
Tenderer X	9.0	$(9.0/10.0) \times 25 = \mathbf{22.5}$
Tenderer Y	8.0	$(8.0/10.0) \times 25 = \mathbf{20.0}$
Tenderer Z	7.0	$(7.0/10.0) \times 25 = \mathbf{17.5}$

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) × 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: $(P_{\text{lowest}} / P_Z) \times 25$

7.3 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 0, 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.