



English version for informal use. Dutch version is leading.

Descriptive Document

European public tendering procedure for
the supply of CT sensors for the Dutch
National Water Monitoring Network

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Definition of terms

Contracting Authority	Rijkswaterstaat, a part of and the executive agency of the Ministry of Infrastructure and Water Management.
Descriptive Document	This document, including Annexes.
Public Procurement Act	Public Procurement Act 2012 (Aanbestedingswet 2012).
The 'Most Economically Advantageous Tender'	The Tender that has achieved the highest overall final score based on the best quality-cost ratio.
Suitability Requirements	The requirements imposed by the Contracting Authority on a Tenderer to establish whether a Tenderer is able to perform the public contract.
Tenderer	The entrepreneur or entrepreneurs who have submitted or intend to submit a Tender.
Tender	A quotation submitted based on this Descriptive Document by a Tenderer.
RWS CIV	Rijkswaterstaat Centrale Informatievoorziening [Central Information Services], an organisational division of Rijkswaterstaat.
Summary of Additional Information and Changes	A document that contains the questions asked together with responses that are anonymised.
Client	The State of the Netherlands, represented by the Minister for Infrastructure and Water Management, who concludes the Agreement with the Contractor on behalf of Rijkswaterstaat.
Contractor	The party with whom the Client concludes the Agreement.
Agreement	The written agreement between Client and Contractor, which establishes the conditions under which the contract is to be executed.
Ground for Exclusion	A circumstance which concerns the person of the Tenderer himself and which could lead to the exclusion of his participation in the call for tenders.
European Single Procurement Document (ESPD)	A Tenderer's own declaration in which he specifies, inter alia, whether the Grounds for Exclusion apply to him and whether he complies with the set Suitability Requirements.

1. Introduction

This Descriptive Document contains information on the European public tendering procedure for the supply of CT sensors for the Dutch National Water Monitoring Network (hereafter referred to as: LMW). The procedure takes place based on the (Dutch) Public Procurement Act. The definitions of the Public Procurement Act are therefore applicable. The tendering procedure is carried out electronically by means of TenderNed.

The Tenderer is invited to submit a Tender based on this Descriptive Document.

1.1 Contracting Authority

This call for tenders is carried out by Rijkswaterstaat Centrale Informatievoorziening [Rijkswaterstaat Central Information Services].

Rijkswaterstaat Centrale Informatievoorziening

Rijkswaterstaat Centrale Informatievoorziening (hereafter referred to as RWS CIV) takes care of the development and availability of data, details and information at Rijkswaterstaat. RWS CIV provides industrial automation for bridges, tunnels, public roads and other assets. RWS CIV also provides office automation at Rijkswaterstaat.

Instruments Team at the Data Collection and Analysis department

The Instruments Team, which is a unit of Water Management Third-party Data Control at the Data Collection and Analysis department, is part of the chain for own data collection at RWS CIV that uses sensors on RWS survey vessels and fixed measuring sites. The Instruments Team is responsible for the procurement, maintenance and related services of these sensors.

Rijkswaterstaat

RWS CIV is a national organisational division of Rijkswaterstaat. Rijkswaterstaat is an executive agency of the Ministry of Infrastructure and Water Management. Rijkswaterstaat manages and develops the national roads, waterways and national waters and is committed to a sustainable living environment. Together with others, RWS is working on a country that is protected against flooding. A country where there is sufficient green space, an adequate supply of clean water and where we can travel quickly and safely from A to B. Working together, on a safe, liveable and accessible Netherlands. That is Rijkswaterstaat. More information can be found at www.rijkswaterstaat.nl.

Rijkswaterstaat's organisation chart is shown below:

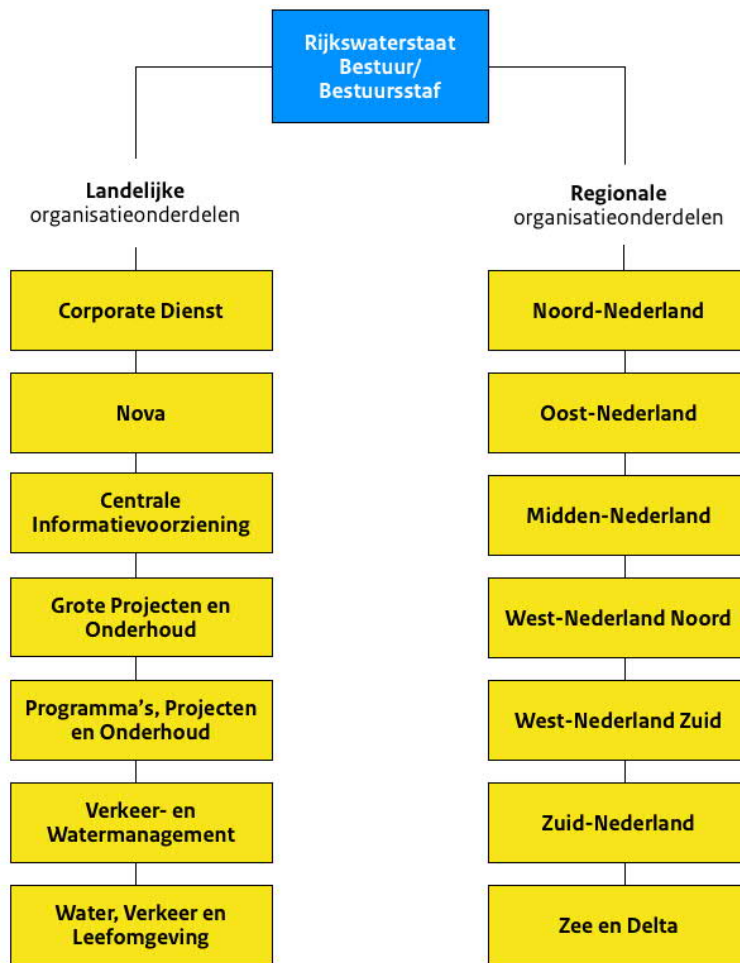


Figure 1 Rijkswaterstaat organisation chart

1.2 Reason and purpose of this call for tenders

For the implementation of its tasks, Rijkswaterstaat requires information about the state of the remit that it manages. The information gained with this procurement is data on the salinity of the water. RWS uses salinity measurements for operational water management, water reporting, navigation guidance, modelling, salinity as a basis for water quality and, in the context of information exchange on aspects in common with Water Boards.

Salinity measurements are obtained by RWS itself at measuring stations at fixed measuring sites in the Dutch National Water Monitoring Network (LMW).



Figure 2 Chart with LMW salinity measuring points



Figure 3 Salinity data is publicly available via <https://waterinfo.rws.nl/#!/kaart/zouten/>

The salt content or salinity of water is derived from conductivity and temperature. Hence, the Conductivity & Temperature sensors, known as CT sensors can measure the salinity.

The CT sensors in the LMW must be replaced because:

1. The current CT sensors (brand TRDI Citadel CT-EK sensors) are being phased out;
2. The current technical supply in the market may offer a better solution to guarantee a higher availability of data;
3. These improved solutions, will reduce overall costs in the LMW chain, especially for maintenance;
4. Maintenance is also carried out more sustainably.

1.3 Market Consultation

A market consultation took place in October 2019. Rijkswaterstaat spoke to various market parties to get a clearer picture for the tender specification. This relates to the technical challenges in terms of fouling, sensor drift, adapting measuring sites, power and robustness in respect of primary level maintenance. Furthermore, the approach was discussed to verify the requirements of the sensors. The results of these discussions are included in the requirements and criteria as defined in this Descriptive Document.

1.4 Planning

The following planning applies for this call for tenders.

Friday 14 February 2020	Publication announcement of the contract, start of term for submitting tenders
Tuesday 17 March 2020	Information meeting at Derde Werelddreef 1 in Delft from 15:00-17:00.
April 2020	(Possible) Individual information session, Derde Werelddreef 1 in Delft
Tuesday 21 April 2020	(Possible) 2 nd Information meeting at Derde Werelddreef 1 in Delft from 15:00-17:00.
Friday 15 May 2020	Deadline for the Tenderer to pose questions on this Descriptive Document and for the Tenderer to make text proposals on the draft Agreement (including ARVODI 2018)
Friday 22 May 2020	Publication of Summary of Additional Information and Changes
Tuesday 2 June 2020; 23:59	Deadline and time of submission and receipt of Tenders

Wednesday 33 June 2020 to Wednesday 24 June 2020	Assessment of Tenders
Thursday 16 July 2020	Submission of award decision notification
Wednesday 6 August 2020	Deadline for requesting a provisional ruling on the award decision notification
August - September 2020	Verification period
Thursday 1 October 2020	Commencement date of Agreement

RWS-CIV may, if circumstances so require in the opinion of RWS-CIV, amend the mentioned dates or deadlines. In such case, the new date or deadlines will be announced in good time. The planning in TenderNed is leading.

1.5 Reimbursement

For the verification period to be able to take place during the fouling season, RWS requests the Tenderer with the best quality-cost ratio to make available a data logger and facilities for remotely monitoring tests (e.g. a 4G modem), and three systems offered for verification of the antifouling system (see section 6.6.2) within ten (10) working days after being invited to do so. Every suitable Tenderer¹ must be able to comply with this requirement. The costs incurred by Tenderers for making a data logger, the communications and the three systems available to ensure timely verification, will be reimbursed by RWS up to a maximum of €6,000 per suitable Tenderer. To this end, the Tenderer must provide a substantiated invoice specifying the costs of the Data logger, the means of communication and the costs for programming the Data logger. All other costs are not eligible for reimbursement. For this, see also section 7.7 of this document.

¹ A suitable Tenderer is a Tenderer who is not excluded or whose Tender has not been set aside.

2. Contract description

This chapter contains information about the contract.

2.1 Description and aim of the contract

In determining the contract, Rijkswaterstaat has taken into account the scope and complexity of the contract, the number of potential Tenderers, the transaction costs and the nature of the market.

The objective of this contract is to achieve adequately available and accurate salinity measurements within the RWS remit, at the lowest possible cost in the chain over a period of fifteen (15) years.

The contract concerns the supply, preventive and corrective maintenance and support of conductivity and temperature sensors. Supply within the envisaged contract involves CT sensors and connection cables. The measurement set-up and data collection for utilizing the sensors, fall outside the scope. However, these do bring about the sensor's requirements.

The scope of the call for tenders includes:

- Initial supply of two hundred (200) sensors for implementation;
- Supply of systems for additional measuring sites and their substitutes;
- Deliverability and technical continuity for the duration of the contract;
- Preventive maintenance (cleaning, inspecting and calibrating) 'in the workshop' (secondary level maintenance);
- Corrective maintenance (repairs, upgrades) 'in the workshop';
- Transportation to and from RWS measuring sites for maintenance purposes;
- Support for RWS maintenance personnel (training, help desk, providing advice).

An initial supply of about 200 devices is expected in the first three (3) years.

After contract awarding, in mutual consultation regarding timing, quantities and batch deliveries, the first delivery will be called, which is expected to extend to a total of between 75 and 125 devices in the first year.

In addition, during the term of the agreement, supplies will be requested for replacement of defective devices and for possible expansion of the LMW.

In addition to the quantities:

There are now 56 measuring sites in the Netherlands. New measuring sites are also being created. Multiple CT sensors could be connected to a single measuring site. Measurements are usually carried out at several depths. About half of the measuring sites are accessible by land; the other half must be reached by ship.

2.2 Lots

The call for tenders is not divided into lots, because the supply and maintenance are inextricably connected to one another. The entire contract can be provided by various suppliers in both a technical sense and in terms of maintenance and other services.

2.3 Duration of the Agreement

The Client intends to conclude an Agreement for an initial duration of eight (8) years. Thereafter, the Client will unilaterally exercise the options of extending once by three (3) years and then twice by two (2) years.

The Client wishes to conclude an Agreement with one (1) Tenderer.

2.4 Scope of the contract

Rijkswaterstaat assumes a contract scope of fifteen (15) years of supply, preventive and corrective maintenance and support of CT sensors for the LMW.

Review clauses

Rijkswaterstaat reserves the right to substitute the Contractor with a new dealer for the duration of the contract, if the relationship between the manufacturer and dealer has been broken and continuity of the supply and maintenance of the CT sensors for RWS is threatened.

Rijkswaterstaat reserves the right to make contractual agreements with the Contractor after expiry of the contract, without calling for tenders for the preventive and corrective maintenance for the service life of the CT sensors already procured within this contract.

3. Requirements in respect of the contract

This chapter contains the requirements that Rijkswaterstaat imposes on the requested supplies. Failure to comply with one or several requirements means that the Tender will not be assessed further and the Tender will be set aside.

By submitting a Tender, the Tenderer expressly agrees to all the requirements and conditions laid down in this chapter or in the Annexes to which reference is made, and declares that he will continue to comply throughout the entire implementation period of the Agreement concluded with him.

3.1 Requirements relating to the contract

The requirements relating to the contract are set out in Annex 1 'Tender Specification Requirements' and Annex 2 'Tender Specification Procedure'.

4. Requirements in respect of the Tenderer

This chapter sets out the requirements of Rijkswaterstaat to establish whether a Tenderer is suitable to carry out the Agreement. Grounds for Exclusion and Suitability Requirements are used for this purpose.

By means of the 'European Single Procurement Document', the Tenderer indicates whether or not the Grounds for Exclusion apply to him, and whether he complies with the Suitability Requirements.

4.1 Grounds for Exclusion

Rijkswaterstaat will exclude a Tenderer if one Ground for Exclusion or several Grounds for Exclusion apply to the Tenderer, unless Rijkswaterstaat admits the Tenderer to the tendering procedure anyway pursuant to Sections 2.86a, 2.87a or 2.88 of the Public Procurement Act.

Annex 3 'European Single Procurement Document' contains the mandatory Grounds for Exclusion and optional Grounds for Exclusion declared applicable by Rijkswaterstaat. For the Ground for Exclusion 'grave professional misconduct', a penalty by the Netherlands Authority for Consumers and Markets, in any case, is considered to be grave professional misconduct or an indication thereof.

For the purposes of verification, the following supporting documents are requested (these are not to be submitted with the Tender, but only after being requested to do so):

- Certificate of Conduct for Procurement
- Statement from the Tax and Customs Administration

ATTENTION: please take the application period into account of the Certificate of Conduct for Procurement (hereafter to be referred to as: GVA) and the Statement from the Tax and Customs Administration. It is the responsibility of the Tenderer to ensure that application for the GVA or Statement from the Tax and Customs Administration is made in good time to comply with the term of submission. At the latest time of receipt of Tenders, the GVA must be no more than two (2) years old and the Statement from the Tax and Customs Administration must not be more than six (6) months old.

An entrepreneur from abroad may, if no equivalent statement is available from the country in which he is established, make a statement under oath or a solemn affirmation before a competent judicial or administrative authority, a civil-law notary or a competent professional organisation of that country and present this statement to Rijkswaterstaat.

4.2 Prior knowledge and conflicts of interest

The Rijkswaterstaat guidelines on the prevention of prior knowledge and conflicts of interest, as set out in Annex 4 'Separation of Interest', the Policy against conflicts of interest in tendering processes dated 14 September 2007, applies in full to this call for tenders.

If there is or has been any involvement in the preparation of the contract, then there is a suspicion of prior knowledge and/or a conflict of interest. The Rijkswaterstaat will give the Tenderer an opportunity to refute the aforementioned suspicion to the satisfaction of Rijkswaterstaat, and to demonstrate that fair competition is not adversely affected by the involvement or prior involvement. An entrepreneur may be excluded from participation in the call for tenders if the suspicion as meant, is not refuted.

4.3 Suitability Requirements

This section sets out the Suitability Requirements imposed on the Tenderer. The Tenderer must comply with this. If not, the Tender will be set aside.

By means of Annex 3 'European Single Procurement Document', the Tenderer declares that he complies with the Suitability Requirements set out in this section of the Descriptive Document and will continue to be compliant during the term of the Agreement.

4.3.1 Financial and economic capacity

The tenderer must have sufficient financial and economic capacity to fulfil the obligations arising from the Agreement.

4.3.2 Technical competence and professional qualification

Rijkswaterstaat has determined the following requirements for testing technical competence and professional qualification. If the Tender is submitted by an alliance (consortium), each participant in that alliance must provide the required supporting documents of technical competence and professional qualifications for his share in this call for tenders. Of the three core competences, at least one of the core competences must be demonstrated by the Tenderer himself. The other two core competences may also be supported by Third Parties.

4.3.2.1 Core competences

Rijkswaterstaat has established the following core competences that correspond to experience in key areas of the contract

Core competence 1: organising maintenance

Core competence 1 consists of the following elements which will be included in the assessment:

- o organising maintenance and/or support in the use of measuring instruments of at least 5 devices per year

Core competence 1 must be demonstrated by means of:

- o Reference

Core competence 2: providing supplies

Core competence 2 consists of the following elements which will be included in the assessment:

- o to supply five (5) measuring instruments that have a CT measuring function

Core competence 2 must be demonstrated by means of:

- o Reference

Core competence 3: carrying out maintenance

Core competence 3 consists of the following elements which will be included in the assessment:

- o The maintenance and calibration of five (5) measuring instruments (this is broader than CT sensors) per year

Core competence 3 must be demonstrated by means of:

- o Reference

The Tenderer must have performed one reference contract per core competence stated above which complies with the following requirements:

- The subject of the reference contract must be comparable to the relevant core competence.
- The reference contract must have been carried out or completed within three years prior to the publication date of this call for tenders on TenderNed.
- If use is made of a contract which has not been completed as yet, only the actual results of the current agreement may be reported, and no forecast of the results may be relied upon.
- Reference contracts must have been executed properly both in relation to the manner of execution and to the effective results. Not only the final result, but also the manner of execution is relevant.

Several references are only allowed if these references complement each other to demonstrate the relevant core competence as a whole, but no more than five (5) reference contracts may be submitted for this purpose.

For each reference contract, it is necessary to substantiate why the reference is or references are relevant to this contract. This must include:

- Which core competences or parts of core competences are covered.
- A description of the activities carried out by the entrepreneur and the results achieved.
- Contact details of the referent for the purpose of the reference.

The following supporting documents are requested for verification (submit with the Tender)

- Annex 5 'Reference Statement'

The Tenderer must use Annex 5 'Reference Statement' for each reference contract. If a single reference shows several core competences that comply with the requirements, the Tenderer may use the same reference for those core competencies.

By submitting a reference, the Tenderer consents to Rijkswaterstaat checking the references for accuracy and to contact one or several referents without the intervention and/or consent of the Tenderer.

4.3.2.2 Quality management

The Tenderer must ensure that a quality management system which complies with the NEN-EN-ISO 9001 standard is used in the manufacture of CT sensors. The manufacturer must therefore have a quality management system that complies with the NEN-EN-ISO 9001 standard and is intended to manufacture CT sensors for which the Tenderer must be able to submit the certificate.

The following supporting documents are requested for verification (submit with the Tender)

The Tenderer must demonstrate this by:

- providing a copy of a valid NEN-EN-ISO 9001 certificate issued by conformity assessment bodies that comply with the European Certification Standard;

OR

- equivalent certificates from bodies established in other Member States of the European Union.

OR

- other supporting documents of equivalent quality management measures if the Tenderer is unable to obtain the certificate within the time limits laid down for reasons which cannot be attributed to him. By means of an audit report, the Tenderer must prove that the proposed quality management measures comply with the quality standard NEN-EN-ISO 9001.

4.3.3 Professional competence

Rijkswaterstaat requires that the Tenderer must be authorised to practice his profession. The Tenderer must demonstrate that he is registered in the professional register or commercial register in accordance with the regulations of the Member State in which he is established, as referred to in Annex XI to Directive 2014/24/EU.

The following supporting documents are requested for verification (submit with the Tender):

- Excerpt from the professional register or commercial register

To establish the legal validity of the signed Annex 6 'Statement of Agreement' and supporting documents, it is necessary to submit a recent and current excerpt (up to six months old, retrospective to the time of submission of the Tender), or excerpts from the professional register or commercial register in accordance with the provisions of Section 2.98 of the Public Procurement Act. The excerpt must show the legal validity of the signatory.

Should the person who signed the own declarations and supporting documents not appear on the excerpt, then a declaration by the person who does appear on the excerpt must show by proxy that the signatory is duly authorised to bind the Tenderer at the time of signing.

In the event that an alliance (consortium) submits a Tender, each member of the alliance must individually submit the aforesaid.

5. Contract awarding criteria

This chapter sets out the contract awarding criteria, which are the criteria on which a Tender is assessed. In his response, the Tenderer must take the requirements set out in Chapter 3 into account.

The criterion for awarding the Agreement is the 'Most Economically Advantageous Tender with the best quality-cost ratio' (hereafter referred to as QCR).

The Tenderer must attach the elaboration on the QCR criteria as a single document or as a set of separate documents to the Tender. This is done in TenderNed, by clicking on 'Response to awarding criteria' in this call for tenders, and then by adding the document or documents for each QCR criteria in the 'Documents' tab sheet.

Elaborations on the QCR criteria must be attached to the Tender in TenderNed.

5.1 QCR criteria

The QCR criterion is broken down into two QCR criteria as shown in the table below.

No	QCR criteria	Weighting
1	Quality	60%
2	Price	40%

5.2 QCR criterion Quality

The QCR criterion Quality is subdivided into quality criteria. Quality will be assessed based on the documents submitted by the Tenderer and the scoring elements. For the purpose of an objective assessment of Tenders, a choice has been made to partially present a format. These formats are a benchmark and must be followed.

No.	Quality criteria	Scoring element	Weighting factor
5.2.1	Technical functionality	a. Diameter	25%
		b. Maintenance-free period	15%
		c. Power consumption	10%
		d. Standardisation to a single sensor type	10%
5.2.2	Services	a. Setting up the work processes; connection of Tenderer's processes to RWS processes	25%
		b. Securing the quality by applying PDCA in the processes	10%
5.2.3	Level of ambition on CO ₂ reduction	a. Tenderer's ambition to perceive and reduce carbon emissions	5%
			100%

The Tenderer must describe the scoring elements in such detail and clarity that Rijkswaterstaat is able to assess whether the performance to be delivered by the Tenderer relates to the contract by Rijkswaterstaat.

5.2.1 Quality criterion Technical functionality

The quality criterion Technical functionality consists of two parts:

- A. Technical Annex: it is verified whether the offered system complies with the Tender Specification Requirements;
- B. Added value of technical functionality: added value of the offered system in respect of the Tender Specification Requirements.

As for A. Technical Annex

This section does not yield any points in the contract awarding. Before the quality criterion for added value of technical functionality is assessed with scores for contract awarding, the Client checks whether the system, based on the Tenderer's Technical Information, is in accordance with the requirements. The information becomes part of the Agreement. The purpose of this information annex is to understand the Tender and to establish that it complies with the requirements of the Tender Specification Requirements. If the requirements are not met, the Tender will be set aside. Provide the information in an Annex 'Technical Information' and clearly state that this concerns 'Part A'.

Technical Annex: Describe the technical solution offered

Please provide an appropriate description on 4 A4 pages at most. Including product leaflets is allowed as an attachment.

- a. State the make and type of the main components of the system, such as the sensor and any interface module. If an interface module is present, specify which functions it will fulfil. If the system or parts of the system have been developed recently and/or are not commercially available off-the-shelf, briefly outline how the newly developed components or the assembly of components will fulfil the particular requirements.
- b. Describe the solution chosen for active antifouling. Briefly describe how this guarantees accurate measuring. Specify the recommended settings for intensive fouling conditions.
- c. Provide the corresponding specification of the offered solution for the following requirements:
 - F05: State the sampling rate;
 - F06: State the measurement uncertainty of the specific conductivity;
 - F07: State the measuring range, possibly distinguishing 2 individual types;
 - R11: State the type or types of serial output available to the system.

As for B. Added value of technical functionality

This section does score points in contract awarding. The Client sees added value in additional features if they can save operational costs or if the reliability of collecting measuring data is increased. Based on the National Water Monitoring Network, four specific aspects apply.

No	Scoring element	Assessment framework (points to consider)	Weighting factor
a	Diameter	There is added value when the sensor with connected cable fits through a 79 mm circle. The added value hereof is that this dimension prevents a number of adaptations, which reduces the costs of the installation. 0 points: dimension ≥ 79 mm and < 97 mm 4 points: dimension < 79 mm State the dimension in the Tender.	25%
b	Maintenance-free period	There is added value if the sensor has a longer maintenance-free period. The periods are calculated from issuance for use (and assuming immediate deployment in the water). The period applies until the sensor needs to be dismantled and returned for preventive maintenance. A further distinction is also made as to whether intermediate	15%

		<p>actions must be carried out at the measuring site, such as replacement of components (cleaning is excluded).</p> <p>0 points: 6 months, with intermediate replacement of components 2 points: 6 months, without intermediate replacement of components 3 points: >1 year, with intermediate replacement of components 4 points: >1 year, without intermediate replacement of components</p> <p>In the Tender, describe which actions are involved. On assessment, the degree of substantiation is taken into account.</p>	
c	Power consumption	<p>There is added value if the sensor has a lower power consumption than the set requirements. The definition in the VSE requirement applies for the power consumption.</p> <p>0 points: <2.0 W 1 point: <1.7 W 2 points: <1.3 W 3 points: <1.1 W 4 points: <0.8 W</p> <p>State the power consumption under the stated conditions in the Tender.</p>	10%
d	Standardisation to a single sensor type	<p>There is added value if the total solution is reached with a single type of the sensor applied. Requirements for the solution in which 2 types of sensors are required, are stated in the VSE.</p> <p>0 points: 2 sensor types are required 4 points: 1 sensor type is required</p> <p>State the number of sensor types required in the Tender.</p>	10%
No Format		maximum of 2 pages	

5.2.2 Quality criterion Services

The Client wants to achieve various objectives with this quality criterion:

1. Reliability of the service provided by the Contractor;
2. Cost-effectiveness for RWS through an effective coherence of processes between the Client and Contractor;
3. Optimum availability of sensors for the National Water Monitoring Network.

No	Scoring element	Assessment framework (points to consider)	Weighting factor
A	Setting up the work processes; connection of	- The extent to which the measures and results offered contribute to achieving the objective	25%

	Tenderer's processes to RWS processes	- The extent to which the offer is made SMART - The extent to which the measures and results offered are substantiated	
	No Format	Maximum of 8 pages	
B.	Securing the quality by applying PDCA in the processes	- The extent to which the measures and results offered contribute to achieving the objective - The extent to which the offer is made SMART - The extent to which the measures and results offered are substantiated	10%
	No format	Maximum of 4 pages	

Explanatory note for A. Setting up work processes; connection of Tenderer's processes to RWS processes:

This concerns the actual processes that the Contractor establishes. The process description shows whether the Contractor is able to understand the contract and can put it into effect appropriately. The process itself could also provide added value if it is more cost-effective for RWS.

Tips for the Tenderer's description

- Describe at least the Preventive Maintenance procedure and the Issuance procedure. State the procedural steps, the division of roles among the parties involved, transportation movements and documents involved (maximum of 6 A4 pages);
- Describe the extent of Preventive Maintenance. State at least which preventive actions will be performed, which components will be replaced and which points will be checked (maximum of 1 A4 page);
- Describe the manner in which Calibration is carried out. Specify under which conditions, at which number of points and with which reference this will be carried out (maximum of 1 A4 page).

Explanatory note for B. Securing the quality by applying PDCA in the processes:

This concerns the specific setting up of quality assurance. In quality assurance, the added value would be that RWS can manage the contract with less effort (risk-controlled rather than controlled on an operational level), and that RWS can rely on the Contractor's quality to secure quality assurance with a limited own effort.

Tips for the Tenderer's description

Provide a clear and appropriate description of setting up the quality assurance of the procedures in this contract. Indicate how the Services and Supplies are guaranteed, monitored, improved and demonstrated (Plan, Do, Check, Act; the PDCA cycle), by means of quality assurance. Indicate in the descriptions how the described approach leads to added value in the Client's stated objectives (maximum of 4 A4 pages).

5.2.3 Quality criterion Level of ambition to reduce carbon emissions

This quality criterion is consistent with the government's strategy 'Procurement with Impact'. The government wants to tackle the consequences of climate change with its method of procuring products and services. It is important for Rijkswaterstaat to gain an understanding of the volumes of carbon emissions in the manufacture and maintenance chain. Additionally, its Contractors are encouraged as much as possible to reduce carbon emissions.

To achieve this, the CO₂ Performance Ladder instrument is used. The CO₂ Performance Ladder is a certification system that enables a Contractor to demonstrate that he takes measures in his business and in projects that reduce carbon emissions within his business or elsewhere in the chain.

In this call for tenders, encouragement of this ambition must be included in the following way: For a score on this part, Tenderers commit themselves when submitting the Tender, to achieve a

certain level of ambition in carbon emission reduction within one (1) year after the commencement date of the Agreement, being 1, 2, 3, 4 or 5. A CO₂ Performance Ladder certificate may be submitted as a supporting document, but if the tenderer cannot produce a certificate, the Tenderer may state that he has complied with a certain level (1, 2, 3, 4 or 5) when carrying out the Agreement.

No	Scoring element	Assessment framework (points to consider)	Weighting factor
a	Level of ambition on CO ₂ reduction	<p>The levels of ambition on CO₂ reduction 3, 4 and 5 are rewarded 4 points.</p> <p>level of ambition on CO₂ reduction 1 or 2 respectively score 2 points.</p> <p>If no ambition is stated, the Tenderer will score 0 points on this part.</p> <p>See Annex 7 Explanatory note on the Level of ambition to reduce carbon emissions, for the explanation of this criterion.</p>	5%
	Format Annex 8 Level of ambition for carbon emission reduction		

5.3 QCR criterion Price

For the purpose of an objective assessment of Tenders, a choice has been made to present a format (see Annex 9 'Quotation Form'). This format is mandatory and must be followed by the Tenderer.

Completion of the financial offer must comply with the following requirements.

- All prices and rates to be in euro excluding VAT;
- Indexation consistent with arrangements in the draft agreement;
- Exchange rates consistent with arrangements in the draft agreement;
- The prices and rates include all the costs to implement the contract. This includes costs for project management, development costs, transportation costs, insurances, travel and accommodation costs, all administrative and office costs and all incidental expenses and surcharges;
- The Tenderer states the prices and rates of his financial offer only in the presented format, the Price List and not in other documents.
- All prices and rates must be 'in line with market conditions' and 'realistic'. This means that all prices and rates must be proportional to the effort and costs that the Tenderer must deliver in providing services and supplies.

The Tenderer is requested to complete only the blue fields in Annex 9 'Quotation Form'. The Quotation Form consists of a number of parts:

- Price per supply of complete systems. The prices for supply must include the entire scope of supply and services required on delivery including the added value in QCR offered;
- Price for calibration. Calibration includes the entire service as described and must include transportation costs to and from the pickup point in the Netherlands for the user and any shipment to the manufacturer;
- Price for preventive maintenance. The price relates to a single service for preventive maintenance of the system. This amount includes all transportation costs to and from the

pickup point in the Netherlands for the user and any shipment to the manufacturer. At replacement of consumables for a standard component, this must also be included in the price.

- Hourly rate for corrective maintenance. This rate is without required materials. Materials required for corrective maintenance are stated in the Price List.
- Hourly rate for support by means of training and advice. This excludes support by telephone and email. The hourly rate also covers travel expenses. Travel hours may be included as working hours.
- Annual rate for fixed services. All fixed services will be provided for this price on an ongoing basis regarding Technical continuity, Remote support and Storage. The annual rate must be substantiated based on subordinate cost items.

The multiplier factors represent the importance of each pricing unit within the life cycle costs over a period of ten (10) years. The pricing units specified by Tenderers, represent the full functionality of the product or service concerned, in accordance with the specified quality and information in the Tender Specification.

The multiplier factors have been determined by the Client. No rights can be derived from the multiplier factors. The total sum of the six parts mentioned above constitute the Tender sum.

5.3.1 The Price List

The components that make up the system must be stated separately on the Price List, so that they can be called for as accessories or spares for corrective maintenance. In any case, the Price List must state all individual components for which maintaining fixed pricing is practical, or components that are not replaced as a preventive measure, but of which replacement is plausible during their useful life, such as cables and interchangeable sensors. The Price List also includes:

- the price for an individual sensor and the interface module if the solution offered includes an individual interface module;
- optional additional accessories if available;
- optional antifouling options, such as additional measures or a surcharge system to have the sensor model in another material, if available;
- cables in various lengths, and in various types, if applicable;
- a shipping box or case for the safe transportation and handling of the sensor.

The price of individual components on the Price List must be reasonably in proportion with the system price.

The prices on the Price List are in line with market conditions.

The Price List is not part of the Tender sum. The Price List is part of the Agreement and is leading on being called.

6. Assessment

Assessment is elaborated in this chapter.

Before the Tenders are opened, the assessment instruction is drawn up. This assessment instruction is an internal document at Rijkswaterstaat and is not made available to Tenderers. The information relevant to Tenderers is stated in this Descriptive Document.

Assessment applied by Rijkswaterstaat is based on expert opinion. This means that an assessment team of experts will form a professional opinion based on their own knowledge and expertise. To secure objectivity, the composition of the assessment team will be as such that all relevant disciplines are represented. The criterion is that for each part of the assessment, at least two people with the necessary expertise are in the team.

6.1 Assessment of a complete and duly authorised Tender application

Based on the documents submitted with the Tender, it is assessed whether the Tender meets all the conditions and requirements contained in this document.

The Tenderer may be excluded from further participation in this Tender and the Tender will not be assessed further if the conditions and requirements are not met, unless rectification is permitted within the boundaries of procurement law.

6.2 Assessment on Grounds for Exclusion and Suitability Requirements

Grounds for Exclusion

Rijkswaterstaat will exclude a Tenderer if one Ground for Exclusion or several Grounds for Exclusion apply to the Tenderer, unless Rijkswaterstaat admits the Tenderer to the tendering procedure anyway pursuant to Sections 2.86a, 2.87a or 2.88 of the Public Procurement Act. See chapter 4 for further information.

Suitability Requirements

The assessment team will first assess the Tenders individually in accordance with the instructions contained in the assessment instruction. Then the assessment team will jointly discuss the Tenders in a plenary session to achieve a thorough assessment by consensus.

Tenderers who do not meet one or several Suitability Requirements will be excluded from further participation in the procedure. The Suitability Requirements are described in chapter 4.

6.3 Assessment on requirements of the contract

Tenders that do not meet the requirements of the contract, will be excluded from further participation in the call for Tenders.

6.4 Assessment for contract awarding criteria

The non-excluded Tenders will be assessed based on the QCR criteria (see Chapter 5). The Most Economically Advantageous Tender is the Tender with the highest total final score.

The total final score of a Tender will be rounded off to whole numbers. Up to the time of determining this total final score, the figures are not rounded off. If two or more Tenderers have obtained an equal total final score and this would result in Rijkswaterstaat having to award the contract to more than the desired number of Tenderers, then the Tenderer to whom the contract will be awarded will be determined by drawing lots.

6.4.1 Assessment of QCR criterion Quality

Every assessment team member will first assess the Tenders individually in accordance with the instructions contained in the assessment instruction. Then the assessment team will jointly discuss the Tenders in a plenary session to carefully allocate one score for every scoring element by consensus.

If, in an exceptional case, no consensus can be reached on the score for a scoring element, the arithmetic mean of the individual scores of the members of the assessment team will be determined and used as the score by consensus for the relevant scoring element.

At the quality criteria it states which assessment framework is applied and what the weighting factor is per scoring element. For the Quality criterion Services, the members of the assessment team use the scoring elements stated in the framework below.

Scoring scheme	
Score	Explanatory note
0	The Tenderer does not or barely responds to the requested points of attention in a substantive, relevant or appropriate way.
1	Elaboration is of a very limited quality. The Tenderer responds to a very limited degree to the requested points of attention in a substantive, relevant or appropriate way. Elaboration is substantiated to a very limited degree and is barely related to the contract of Rijkswaterstaat.
2	Elaboration is of a limited quality. The Tenderer only partially responds to the requested points of attention in a substantive, relevant or appropriate way. Elaboration is substantiated to a limited degree and is somewhat related to the contract of Rijkswaterstaat. Elaboration is not fully consistent with the quality criterion.
3	Elaboration is of a good quality. The Tenderer responds to the requested points of attention in a substantive, relevant or appropriate way. Elaboration is well substantiated and is clearly related to the contract of Rijkswaterstaat. Elaboration is fully consistent with the quality criterion.
4	Elaboration is of extremely good quality. The Tenderer responds very well to the requested points of attention in a substantive, relevant or appropriate way. Elaboration is extremely well substantiated and relates outstandingly well to the contract of Rijkswaterstaat. Elaboration is fully consistent with the quality criterion and exceeds expectations.

Knock-out score for Setting up the work processes:

The Tenderer must achieve a score of **at least 2** to qualify for contract awarding for the sub-award Quality criterion Service (para. 5.2.2. Part A); Setting up the work processes; connecting the Tenderer's processes to the RWS processes. If this is not the case, the Tender will be set aside.

Determining the score by Quality criterion:

The points awarded by the assessment team to a scoring element are multiplied by the corresponding weighting factor that leads to a score per scoring element. If a Quality criterion consists of multiple scoring elements, the scores attained are added together to achieve a score per Quality criterion.

Determining the score for the QCR criterion Quality:

The scores attained for all Quality criteria, added together, lead to the score for the QCR criterion Quality.

Determining the final score for the QCR criterion Quality:

The final score for the QCR criterion Quality is determined as follows:

Quality: the Tenderer who has attained the highest score for the QCR criterion Quality will be awarded the maximum number of points for Quality (600 points). The other Tenderers will be awarded a rating related to the highest score for the QCR criterion Quality according to the formula:

$600 * (\text{score of QCR criterion Quality by Tenderer}) / (\text{highest score QCR criterion Quality})$.

6.4.2 Assessment of QCR criterion Price

The final score for the QCR criterion Price is determined as follows:

Price: the Tenderer with the lowest tender price is awarded the maximum number of points for Price (400 points). The assessment on the tender price is based on the following formula:
 $400 * (\text{lowest tender price}) / (\text{tender price of the Tenderer})$.

6.4.3 Determining total final score

The final score for the QCR criterion Price and the final score for the QCR criterion Quality are added together and form the total final score. The Tenderer with the highest total final score is eligible for contract awarding.

6.5 Assessment of supporting documents

At the time of submitting the Tender, the Tenderer does not need to provide any supporting documents, unless this is expressly stated in this Descriptive Document.

Prior to the award decision notification, Rijkswaterstaat will request the Tenderer who is eligible for contract awarding to provide supporting documents. If Rijkswaterstaat considers it necessary for the sake of good progress in the procedure, Rijkswaterstaat may request the supporting documents from all Tenderers at an earlier stage.

The supporting documents must show that the Tenderer actually complies with the requirements of the 'European Single Procurement Document' and the Tender. The Tenderer must provide the required supporting documents at the first request by Rijkswaterstaat.

If Rijkswaterstaat does not agree with the contents or validity of one or more of the supporting documents submitted by the Tenderer, it may lead to the Tenderer being excluded from participating further in the procedure. In such a case, Rijkswaterstaat will again determine the best quality-cost ratio. The scores of the Tender that has been set aside will be removed from the assessment. Subsequently, the calculations based on the assessment methodology will be carried out again and a new ranking will be established.

6.6 Assessment of the systems

After provisional contract awarding, a verification will show whether the CT sensors offered in the Tender with the best quality-cost ratio, are suitable for the functional and technical requirements requested.

Verification is made up of two parts:

1. Verification of measurement uncertainty and power consumption;
2. Verification of antifouling.

If one or more of the requested aspects of the verification is assessed as no good, the Client reserves the right to offer the particular Tenderer the opportunity to make improvements and to resubmit them for approval to the Client.

If approval cannot be granted, Rijkswaterstaat will discontinue the verification, set aside the relevant Tender and proceed with provisional contract awarding to the next Tenderer according to the new ranking order. This Tenderer will also undergo the same procedure. This process will continue until a Tender fully meets the applicable conditions.

Rijkswaterstaat has the right to stop this process at any time. In such a case, it will be announced how the procurement process will proceed.

After the assessment has been completed successfully, Rijkswaterstaat will simultaneously notify each Tenderer of the award decision stating the relevant reasons.

6.6.1 Verification of measurement uncertainty and power consumption

The Tenderer must make it plausible that the solution offered meets the specifications offered with regard to:

- Measurement uncertainty of conductivity and temperature (excluding effects of fouling and drift)
- Power consumption at recommended settings for fouling and data collection frequency

The Tenderer must use a verification document to make the specifications offered sufficiently plausible with objective proof put forward of his own accord. The Tenderer is free to choose a method for this, which can be done by:

- Test results on the type of system to be delivered which has already been carried out in the past, describing the method used and the reference used.
- A test carried out by the Tenderer specifically for this contract on the type of system to be supplied, describing the method used and the reference used.
- Or an equivalent and sufficiently substantiated alternative.

The Tenderer must use the verification document to clearly explain how proof has been obtained, which results and which conclusion have been drawn. The Tenderer must provide the verification document to the Client within two (2) months of being invited to do so.

6.6.2 Verification of antifouling

The Client will assess on its own accord whether it is likely that active antifouling will function sufficiently to meet the requirements. To get an impression of this, the Client wants to set up a practical test, to be contributed to by the Tenderer. If the Tenderer has already provided sufficient proof in writing, the Client may decide not to carry out this test.

The verification test consists of using three identical systems at an RWS measuring site for 4-6 weeks. At two of these devices, the active antifouling will be configured to the settings recommended by the Tenderer, the other device will have the antifouling feature disabled. In the meanwhile this will be cleaned manually as prescribed.

This collaboration is subject to the following:

- The Client chooses a suitable measuring site, takes care of the suspension frame and installs the sensors.
- The Tenderer makes three (3) versions of the offered system type available within ten (10) working days of being invited to do so. Cables and accessories must also be made available for this.
- The Tenderer must make a data logger available within ten (10) working days of being invited to do so, to collect and transmit the data at the measuring site. This must be configured as such that the sensors are able to collect data. The Tenderer must also provide a possibility to monitor the test remotely, in which at least the readings from each sensor can be seen, retrospectively up to one (1) day. The data logger and modem must be suitable for mounting in a climate-proof outdoor cabinet and a power supply will be available for this purpose.
- At the end of the test period, the Tenderer must deliver a complete data set with time labels of all sensors in a readable file format to the Client.
- All materials made available by the Tenderer will remain the property of the Tenderer and will be returned in the end. If the Client decides on final contract awarding, then the measuring systems may be delivered later as if they are new.
- In addition, the Tenderer should be available in the stated period for support during the installation, data collection, analysis and interpretation of the data.

The Client will analyse the measuring data and draw its conclusions on the plausibility of a correct functioning of the antifouling system.

7. Tendering procedure, requirements and conditions

This chapter addresses the tendering procedure, requirements and conditions that apply to this Tender. Failure to comply with the tendering procedure, requirements and conditions may result in the Tender being set aside.

7.1 Statement of Agreement

By submitting a Tender, accompanied by Annex 6 'Statement of Agreement', the Tenderer expressly agrees to all the requirements and conditions contained in this Descriptive Document. The absence of Annex 6 'Statement of Agreement' in the Tender will lead to the Tender being set aside.

7.2 Planning

The planning is included in the schedule in section 1.4.

7.3 TenderNed

The tendering procedure is carried out electronically by means of TenderNed: www.tenderned.nl. All Tender documents can be downloaded from TenderNed. For participation in the tendering procedure, an entrepreneur must be registered in TenderNed. For every company registered at the Dutch Chamber of Commerce, it is mandatory to have eHerkenning to facilitate registration and logging in. The consequences of failure to subscribe to eHerkenning (in good time) are for the Tenderer. The 'TenderNed Terms and Conditions' apply.

A Tenderer is expected to have all the necessary knowledge to be able to complete a tendering procedure properly in TenderNed. Use of TenderNed is at the expense and risk of the entrepreneur, subject to the provisions of section 7.12.

All communications relating to this tendering procedure must be done through TenderNed, unless specified otherwise. In the context of this tendering procedure, it is not permitted to maintain contacts or to ask questions other than through TenderNed. If communications cannot be done through TenderNed, the Tenderer may get in touch with the following contact: Christine Arendse; christine.arendse@rws.nl with a cc to inkoopcentrum-iv@rws.nl.

It is not permitted to approach anyone else directly with regard to this Tender, other than the contact stated above.

For questions relating to TenderNed's functionality or its technology, the Tenderer may contact TenderNed's service desk. The Tenderer may also consult the eGuide (electronic manual) at <http://www.tenderned.nl/egids/>.

7.4 Questions and information

During the procedure, the Tenderer may pose questions through TenderNed. Questions must be submitted through the TenderNed facility 'questions and answers'. Questions must be clearly formulated with a reference to the section of this document and/or the Annex to which the question relates. All questions will be answered anonymously. The deadline for posing questions is shown in the planning schedule. In any case, all posed questions will be answered at least ten (10) calendar days before the deadline for submission of the Tender.

Contradictions or objections

If, according to the Tenderer, the tender documents contain contradictions, inaccuracies or ambiguities or the Tenderer has objections to them, the Tenderer must make this known to Rijkswaterstaat, and submit the correction proposals as soon as possible, including supporting documents, but in any case before the deadline for submitting questions.

A proactive attitude is expected from Tenderers. This means that the Tenderer cannot legally rely on any discrepancies or contradictions that have not been put forward by him within the stated deadline for this purpose, although this could reasonably have been possible. In this situation, the Tenderer has forfeited his rights pertaining to these discrepancies or contradictions.

Individual information

A Tenderer may request on rational grounds for certain information not to be disclosed to all parties involved in a call for tenders, if disclosure of such information would prejudice the legitimate economic interests of the Tenderer. For this purpose, the Tenderer must check 'Individual treatment' in TenderNed and justify the importance of individual treatment. However, it is up to Rijkswaterstaat to determine whether the Tenderer's justification for treating the question individually is adequate. It may be that the Tenderer poses an individual question and that Rijkswaterstaat rejects the question on rational grounds. In that case, the Tenderer must indicate whether he wishes to see the question answered by way of a general summary of additional information and changes or whether he wishes to withdraw the question. Individual answers are subordinate to the general summary of additional information and changes.

Answers by Rijkswaterstaat

The Summary of Additional Information and Changes forms an integral part of this Descriptive Document.

Rijkswaterstaat assumes that there are no ambiguities in relation to sections for which no questions have been posed.

Information meeting

Rijkswaterstaat will organise information meetings on the dates and at the locations shown in section 1.4 of the planning. During these meetings, Rijkswaterstaat will provide an explanation to this Tender and the contract. For this meeting, the Tenderer may submit questions in advance, until the time shown in the section Planning. If possible, Rijkswaterstaat will provide provisional answers during the meeting to the questions submitted. The Tenderer can derive no rights from the provisional oral reply. The questions submitted will definitively be answered through TenderNed.

In the event that the Tenderer wishes to make use of the invitation, he is requested to make known who will represent his organisation by using 'Messages' in TenderNed, at the latest by the date and time specified in the planning. A maximum of four (4) people per company may be present.

7.5 Term of validity and Tender application

The Tender application submitted by the Tenderer must be valid until eight (8) months after the closing date for submission of the Tender. In the event of a request for a provisional ruling at the competent court in The Hague against the award decision notice, the Tenderers must in any event honour their Tenders up to four (4) weeks after the ruling in the first instance.

7.6 Variants

Aside from a Tender in conformity with the Descriptive Document, the Tenderer may not offer a variant.

7.7 Costs of the Tender application

Rijkswaterstaat will not reimburse any costs for the preparation and submission of a Tender, including any further information to be provided.

Any costs and/or damages which arise or may arise, as a result of not awarding this contract to the Tenderer, are for the account and risk of the Tenderer.

7.8 Discontinuation of call for tenders

Rijkswaterstaat reserves the right to temporarily or definitely discontinue all or part of the call for tenders, up to the time of signing the proposed Agreement. In such a situation, Rijkswaterstaat will consider whether the Tenderer(s) are entitled to compensation for any costs incurred in connection with this call for tenders.

In the event of a discontinuation of the procedure, the Tenderers involved will be notified simultaneously of the reasons for this. If an involved Tenderer does not apply for a provisional

ruling within seven (7) calendar days of the date of being sent this award decision, no objections may be raised as a result of this award decision and he has forfeited his right in this respect.

7.9 Order sequence of documents

In the event of contradictions between the Descriptive Document and the Summary of Additional Information and Changes, the Summary of Additional Information and Changes prevails. Individual answers are subordinate to the general Summary of Additional Information and Changes.

7.10 Obligations in the field of environmental, social and employment law

When drawing up his Tender, the Tenderer must take account of the obligations in the field of environmental, social and employment law pursuant to European Union legislation, national law and collective labour agreements, and pursuant to the provisions of international environmental, social and employment law set out in Annex X to Directive 2014/24/EU. The Tenderer declares to have done so by means of Annex 6 'Statement of Agreement'.

Information on obligations relating to provisions on taxation, environmental protection, employment protection and working conditions applicable in the Netherlands, and applicable to the Tenderer's operations during the term of the Agreement, are available at:

- for provisions on taxes: Tax and Customs Administration;
- for provisions on environmental protection: National government;
- for provisions on employment protection and working conditions: Ministry of Social Affairs and Employment.

7.11 Complaints procedures and settlement of disputes

Rijkswaterstaat requests Tenderers who have complaints or objections, to submit them first through 'Messages' in TenderNed. If a Tenderer disagrees with the response by Rijkswaterstaat or Rijkswaterstaat fails to respond, he may file a complaint via [Klachtenmeldpunt aanbesteden](#) [tendering complaints desk]. Filing a complaint has no suspensory effect.

7.12 Submitting the Tender application

The final submission date and time of the Tender application is established in TenderNed and is a deadline.

- The closing time for submitting Tenders, shown by the countdown digital clock in TenderNed, is leading.
- Rijkswaterstaat is only able to view the Tender after opening the digital safe in TenderNed. It cannot be opened until the final submission date and time have elapsed. Rijkswaterstaat will only deal with Tenders found in the digital safe.
- The risk of a late or incomplete submission of the Tender lies with the Tenderer.
- Rijkswaterstaat is not responsible nor liable for the consequences of a late, incorrect or incomplete Tender submitted by the Tenderer.

In the event that TenderNed is not accessible at the deadline for receipt of the Tender due to a fault in eHerkenning in TenderNed, or due to a disruption in the high-voltage network, then there is a situation of force majeure. In that case, the deadline for receipt of Tenders could be postponed by Rijkswaterstaat, depending on the situation and the consequences. The changed deadline for receipt of the Tenders will be announced via 'Rectification' in TenderNed.

7.13 Opening of Tenders

The opening of the digital safe is restricted. Rijkswaterstaat will treat information provided by the Tenderer confidentially.

7.14 Form and contents of the Tender

Below is a list of all documents that must be included on submission of the Tender in TenderNed and what action is required.

Number	Description	Action by Tenderer
Annex 03	European Single Procurement Document(s)*	Complete Annex 'European Single Procurement Document(s)' and add it to the Tender in TenderNed.
Annex 05	Statement of Agreement	Complete Annex 'Statement of Agreement' and duly sign it by means of a qualified electronic signature and add it to the Tender in TenderNed.
	Quality Management System Certificate/Proof	Add it to the Tender in TenderNed.
	Excerpt from the professional register or commercial register	Add it to the Tender in TenderNed.
Annex 06	Reference Statement	Complete Annex 'Reference Statement' and add it to the Tender in TenderNed.
	Quality criterion Technical Functionality: A. Technical Annex	Add it to the Tender in TenderNed.
	Quality criterion Technical Functionality: B. Added value of technical functionality	Add it to the Tender in TenderNed.
	Quality criterion Services: A. Setting up the work processes	Add it to the Tender in TenderNed.
	Quality criterion Services: B. Securing the quality	Add it to the Tender in TenderNed.
Annex 08	Statement on level of ambition to reduce carbon emissions	Complete statement and add it to the Tender in TenderNed.
Annex 09 Quotation Form	The prices/rates offered	Complete Quotation Form and add it to the Tender in TenderNed.
	Price List	Add it to the Tender in TenderNed.

* See section 'Submitting a Tender as a Consortium and/or with subcontractor(s)' in section 7, in the event of tendering as a consortium and/or with subcontractor(s)

The Tender must meet the following format requirements:

- The documents to be submitted with the Tender must be submitted in the prescribed PDF format.
- The signed Annex 6 'Statement of Agreement' must be signed by a duly authorised/mandated representative of the Tenderer by means of a qualified electronic signature (a Public Key Infrastructure (PKI) certificate or an EU Qualified certificate).

A 'qualified electronic signature'² is a signature with a qualified certificate. Such a certificate is a digital file that has been added to the original document. There are special institutions who issue such certificates, they are certification service providers³.

Rijkswaterstaat considers it of vital importance that Annex 6 'Statement of Agreement' is signed by a person who is duly authorised (to represent the legal entity legally). Rijkswaterstaat therefore requires a qualified electronic signature because it contains the most safeguards. A qualified electronic signature gives Rijkswaterstaat the highest degree of certainty that the signature has been signed by a qualified person and not by anyone else.

Where the professional register or commercial register indicates that two or more persons are only jointly authorised to represent, then Annex 6 'Statement of Agreement' which must be duly signed, must therefore be signed by those two or more persons. Where restrictions apply in the authority to represent the company, such restrictions must be taken into account.

In the case of a consortium, each consortium member must individually have Annex 6 'Statement of Agreement' duly signed by an authorised/mandated representative by means of a qualified electronic signature.

7.15 European Single Procurement Document (ESPD)

By means of Annex 3 'European Single Procurement Document', the Tenderer declares that the mandatory and optional Grounds for Exclusion, as set out in Part III of the ESPD, do not apply to him. The entrepreneur also declares by means of Part IV of the ESPD that he complies with the set Suitability Requirements. (N.B. Part IV of the ESPD uses the term selection criteria, which refers to the Suitability Requirements as set out in the Public Procurement Act).

For the manner of submitting Tenders as an alliance with other companies, see the section 'Submitting a Tender as a Consortium' and/or 'Submitting a Tender with reliance on a third party or third parties', where it is indicated who, in that case, must submit a completed 'European Single Procurement Document' for the Tender.

7.16 Submitting a Tender as a Consortium

Submitting a Tender is possible as an independent or as an alliance (consortium). If two or more entrepreneurs jointly submit a tender as a consortium:

- each participant in the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the implementation of the Agreement;
- each consortium member must individually complete Annex 3 'European Single Procurement Document', which must specify, among other things
 - who the consortium members are (see Part II of the 'European Single Procurement Document');
 - which role the particular consortium member has within the consortium;
 - who holds the leadership (the main contractor) of the consortium and who acts as the mandated representative. The main contractor must therefore be authorised to bind the consortium and to act on behalf of that consortium. The main contractor is the organisation with whom Rijkswaterstaat will correspond during the term of the Agreement on the implementation progress, and to whom Rijkswaterstaat will make payments;

² Electronic signatures that comply with this standard include: PKIoverheid, EU Qualified, or other STORK IV signatures, as well as advanced electronic signatures created with a qualified electronic signature creation tool, based on a qualified electronic signature certificate as defined in Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014.

³ The qualified trust service providers are indicated by Member States in a list commonly known as a 'trusted list'. Each Member State must inform the European Commission about the trusted lists. In turn, the European Commission has merged all the trusted lists into a tool that is easy to find online. This tool enables the trusted list to be viewed per Member State. The Tenderer is therefore able to enquire which certification service providers in a Member State are indicated as qualified trust service providers and are authorised to issue a qualified certificate. The Dutch government makes use of a certificate issued by Public Key Infrastructure (PKIoverheid). Radiocommunications Agency Netherlands controls the certification of service providers.

- each consortium member must have Annex 6 'Statement of Agreement' duly signed by an authorised/mandated representative by means of a qualified electronic signature.
- each consortium member must provide the requested supporting documents for their share of this call for tenders.

7.17 Submitting a Tender with reliance on the capacity of a third party or third parties

The Tenderer, whether or not in a consortium, may rely on the capacity of one or more third parties to demonstrate compliance with the set Suitability Requirements. In such case, the Tenderer must indicate in Part II C of the 'European Single Procurement Document', for which Suitability Requirement or Requirements they rely on the capacity of the third party or third parties.

Making use of the experience of one or more third parties in the references, or relying on a third party in respect of their educational and professional qualifications, is only permitted if the third party is or third parties are deployed in the implementation of this Agreement and the Tenderer can actually have the knowledge and experience of the particular third party or third parties at his disposal and will actually make use of them in the implementation of the contract.

In the event of reliance on the capacity of a third party or third parties, a separate 'European Single Procurement Document' must be provided for each of the third parties concerned with the information requested in annexes A and B of Part II and Part III. This form must be duly completed and signed by the third party concerned. The duly authorised/mandated representative of the third party may choose whether to sign with a qualified electronic signature or with an original handwritten signature (in the latter case, the document must be scanned after signature).

Attention: In the event of reliance on one or more third parties, the 'European Single Procurement Document' must be signed by each of those parties themselves. The submission of a 'European Single Procurement Document' by a subcontractor without a signature and subsequent signing or co-signing by a subcontractor of Annex 6 'Statement of Agreement', is therefore not permitted.

The Tenderer is fully liable for the fulfilment of the obligations arising from the Tender as well as the possible implementation of the contract. The Tenderer is also liable for compliance with the obligations of the third parties/subcontractors engaged by him.

All completed and signed Annex 3 'European Single Procurement Documents' must be added to the Tender.

After Rijkswaterstaat has awarded the contract and ultimately before commencement of implementation of the contract, the Tenderer is required to provide the following information: the name, contact details and legal representatives of the subcontractors who are involved in the supply.

7.18 Single submission of Tender

A natural person, legal entity or company may submit a Tender only once, either individually or in a consortium with other natural persons, legal entities or companies, or as a subcontractor on whom the Tenderer is reliant to be able to comply with the Suitability Requirements.

In this respect, Tenderers who are affiliated by a relationship of dependence (group link) are entitled to participate in this tendering procedure. An explicit condition in this regard is that they participate as competitors in this call for tenders. In this respect, it must be demonstrated by way of a declaration that the mutual relationship has not influenced their tendering conduct in the context of this tendering procedure and has not impeded fair competition.

7.19 Communications and language

During the tendering process, communications with Rijkswaterstaat and submissions of the Tender must take place in Dutch or in English.

7.20 General Terms and Conditions

Any delivery, payment and/or other general terms and conditions – by whatever name – of the Tenderer or his trade organisation are expressly not accepted. The General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018) are applicable to the Agreement.

7.21 Agreement

The draft agreement and its associated General Terms and Conditions are included in the Annexes. In the question-and-answer session, Tenderers have the opportunity to pose questions, make comments and put forward substantiated text proposals.

Rijkswaterstaat is free to honour the proposed text proposals. Rijkswaterstaat will use the Summary of Additional Information and Changes to indicate whether it has accepted or rejected the proposals made.

7.22 Explanation and verification of the Tender

Rijkswaterstaat may require that the Tenderer provide further information and/or supporting documents for his Tender. Rijkswaterstaat is entitled, but not obliged, to check the accuracy of all the details and statements to be submitted for the Tender.

7.23 Notification of award decision

All Tenderers will simultaneously be informed via TenderNed of the substantiated notification of the award decision.

Suspensive period

Every Tenderer or stakeholder who disagrees with the award decision may request a provisional ruling in this regard from the court of competent jurisdiction in The Hague. Stakeholders must request this within twenty (20) calendar days after the date of electronic submission of the award decision. This suspensive period is also a due date. In the event that the Tenderer requests a provisional ruling, the Tenderer is requested to send a copy of the writ of summons to Rijkswaterstaat.

Pursuant to Section 2.129 of the Public Procurement Act, the award decision is not an acceptance of the Tenderer's offer. For twenty (20) calendar days following the electronic submission of the award decision, Rijkswaterstaat is not allowed to award the contract definitely by concluding the Agreement.

If a provisional ruling has been requested in these twenty (20) calendar days, the ruling in preliminary relief proceedings will be awaited in the first instance. The ruling forms the basis for further decision-making by Rijkswaterstaat. If a provisional ruling is requested against the award decision, Rijkswaterstaat will inform the other Tenderers.

Interest in ruling

Another Tenderer who has an interest in the ruling in the preliminary relief proceedings may only conduct legal proceedings by means of intervention or consolidation. The Tenderer may not separately request a provisional ruling or bring any other judicial proceedings.

Annexes

The following attachments form an integral part of this Descriptive Document. These have been published with the Descriptive Document.

- Annex 01 Tender Specification Requirements CT Sensors (VSE)
- Annex 02 Tender Specification Procedure CT Sensors (VSP)
- Annex 03 European Single Procurement Document
- Annex 04 Policy Document on Separation of Interest
- Annex 05 Reference Statement
- Annex 06 Statement of Agreement
- Annex 07 Explanation on Level of ambition to reduce carbon emissions
- Annex 08 Statement on Level of ambition to reduce carbon emissions
- Annex 09 Quotation Form
- Annex 10 Draft Agreement
- Annex 11 General Government Terms and Conditions for Public Service Contracts, ARVODI 2018
- Annex 12 'Electronic invoicing to central government' brochure