



Describing Document

European tender in accordance with the public procedure for the

LiDAR systems for the Wind energy areas in the Dutch North Sea

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NB!

As an extra service, the contracting authority has enclosed an English translation of the following documents:

- Descriptive Document
- Bijlagen 1.1 en 1.2 en 2.

The contracting authority is not responsible for any errors in the translation.

The Dutch language and documents are leading and the tender takes place in the Dutch language. See also

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Definitions

Contracting Entity	Rijkswaterstaat, Implementing organisation of the Ministry of Infrastructure and Water Management
Describing Document Tender Act	This document, including appendices. Public procurement act 2012.
Economically most advantageous Tender	The tender with the highest total end score based on the best price-quality ratio (BPQR).
Suitability requirements	The requirements set to a tenderer by the Contracting Entity, to determine whether a Tenderer is able to implement the public contract.
Tenderer	The entrepreneur or entrepreneurs who have submitted an Tender or plan to submit an Tender.
Tender	A quotation submitted by a Tenderer for this Describing Document.
RWS CIV	Rijkswaterstaat Centrale Informatie Voorziening (Central information provision - CIV), organisational unit of Rijkswaterstaat.
Note of Information	Note of Information A document that includes the questions asked, with anonymised answers.
Maintenance	Total of activities (proactive and corrective) with the aim, to keep or return the LiDAR system in "an acceptable condition", in order to guarantee the "requested degree of functionality" (directly and in the long-term)
Client	The State of the Netherlands, represented by the Minister of Infrastructure and Watermanagement, who concludes the Agreement with Contractor, on behalf of Rijkswaterstaat.
Contractor Agreement	The party with whom the Client concludes the agreement. The written framework agreement (ROK) between Client and Contractor, in which the conditions concerning the public contracts (further agreements) to be awarded, have been documented.
Ground for exclusion	A situation that concerns the (person of the) Tenderer himself and which could lead to exclusion of participation in the tender.
European Single Procurement Document	An self declaration of Tenderer where Tenderer indicates, for instance, whether grounds for exclusion apply to him and whether he meets suitability requirements set.

1. Introduction

This Describing Document contains information about the European tender, in accordance with the public procedure for LiDAR systems, for wind energy areas North Sea. The procedure takes place on the basis of the Public Procurement Act 2012 (PPA 2012). Therefore, the definitions of the PPA 2012 Act apply. The tender procedure will be published electronically, by means of TenderNed.

Tenderer will be invited to submit an Tender on the basis of this Describing Document.

1.1 Contracting Entity

This tender is performed by Rijkswaterstaat CIV.

Rijkswaterstaat Central Informatie Voorziening (CIV)

Rijkswaterstaat CIV ensures collection and availability of data, details and information within Rijkswaterstaat. RWS CIV sees to industrial automation at bridges, tunnels, national roads and other objects. In addition, RWS CIV ensures office automation of Rijkswaterstaat.

TenneT and the Ministry of Economic Affairs consider RWS CIV the IT-service provider for the (semi-)government in terms of all things nautical. RWS CIV has intimate knowledge in infrastructures on the North Sea and regards the role of data broker as one of its core competences.

Maritime Information Provision Service Point (MIVSP)

The "Maritime Information Provision Service Point" of Rijkswaterstaat (hereinafter: MIVSP) sees to the gather and distribution of (24/7 and real-time) data about 'wind energy areas in the North Sea'.

MIVSP sees to the delivery of shared services to stakeholders. By use of, for instance, radar sensors data is obtained and made available to the data broker RWS CIV for further distribution to stakeholders.

For the obtaining of data, the MIVSP-project uses the following sensors, among others:

- Nautical sensors (radars, AIS and VHF);
- Ecological sensors (bird radar and bat detection);
- Hydro & Meteo sensors (National Monitoring Network Water and KNMI-sensors, such as wind-, precipitation- and temperature gauges and ecological monitoring).

The MIVSP project team sees to the purchase, installation and exploitation of the sensors, required for the exploitation and safety of the surrounding wind energy areas, on the platforms of TenneT for the Dutch coast against economically favourable conditions.

Rijkswaterstaat (RWS)

RWS CIV is a national organisational unit of Rijkswaterstaat. RWS is the implementing organisation of the Ministry of Infrastructure and Water Management. Rijkswaterstaat manages and develops the national roads, -watermanagement, and -waters and focuses on a sustainable living environment. Together with other parties, RWS is committed to a country that is protected against floods, where there is sufficient green, and enough clean water. And where one can quickly and safely move from A to B. Working together on a safe, liveable and accessible nation, the Netherlands. That is what Rijkswaterstaat is. More information can be found on www.rijkswaterstaat.nl.

The organisational chart of Rijkswaterstaat looks as follows:

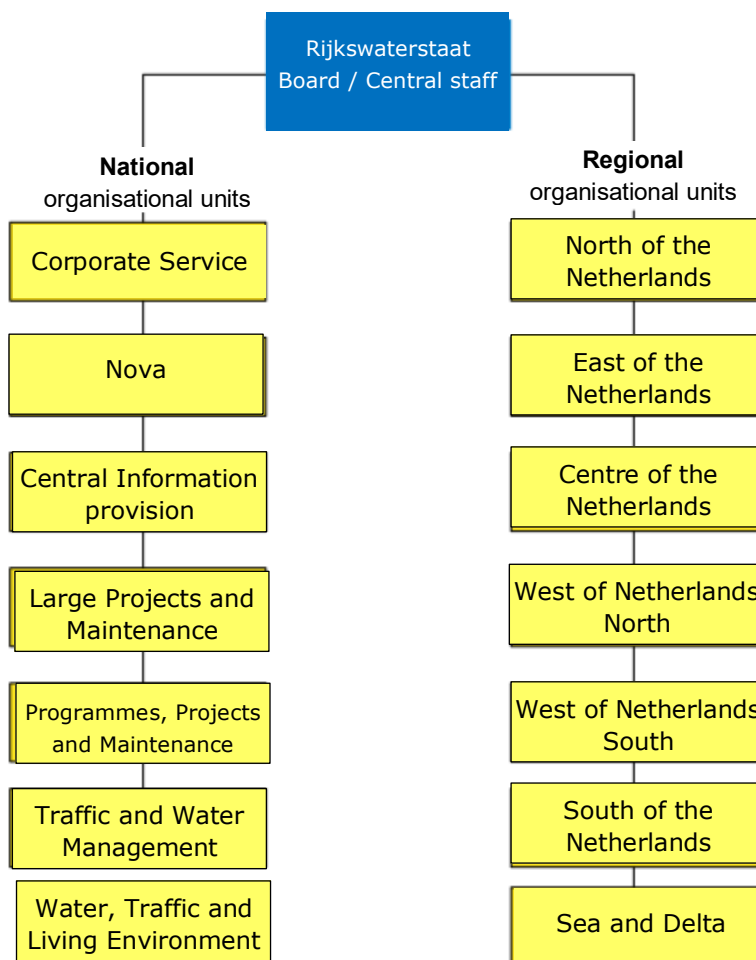


Image 1: Organisational chart Rijkswaterstaat (RWS)

1.2 Reason for this tender

The Client is intending to install a number of LiDAR (Light Detection and Ranging) systems on the TenneT platforms of the wind energy areas in the North Sea, to gather information about wind direction and wind speeds. The growing number of wind parks in the Dutch part of the North Sea offers the necessity, as well as the opportunity, to measure wind conditions at these locations. The data can be used, for instance, for nowcasting and improvement of weather forecasts, to increase efficiency of the wind turbines, as also for wind climatological purposes.

These continuous measurements of the wind conditions can be used to determine possible compensations if the offshore electricity net should be unavailable. This arrangement is based on the document 'Regulation compensation net at sea, Regulation Ministry of Economic Affairs, 22 March 2016', which describes the method to establish losses. The regulation explicitly states the use of LiDAR systems.

The LiDAR system measures distances to objects by means of the reflection of laser signals, generated by the device. Special types of LiDAR systems, such as wind LiDAR's, determine the wind speed and wind direction by measuring the reflection of naturally occurring aerosols that are carried by the wind. Commercial-off-the-shelf wind LiDAR systems function at an eye-safe wave length of approximately 1.5 µm and register a vertical profile of the wind speed and wind direction in a system-specific height range.

The Ministries of Economic Affairs (EZK) and Infrastructure and Watermanagement (I&W), the Rijksdienst for Entrepreneurial Netherlands and Rijkswaterstaat Sea and Delta are collaborating on the realisation of the objective in the programme Wind energy at Sea. For more information, go to: [Windenergie op zee - Noordzeeloket](#).

In the Route map 2030 (see table 1), for the period 2024–2030, the basic lines were drawn to reach an additional capacity of 49 TWh, in 2030, in order to realise the energy-efficiency and CO2 reduction goals. This is in line with the Energy agenda of 2016 and the Coalition¹ - and Climate Agreement². Should it turn out during the implementation of the road map that additional wind parks are required to achieve the objective, the minister of Economic Affairs and Climate can decide to add those to the road map.

Scheme roadmap 2030

Scope (GW)	Wind energy area	Shortest distance from coast	Start procedure plot decision	Tender	Commissioning
1.4	Dutch Coast (west)	51 km from Petten	2018	2020/2021	2024 to 2025
0.7	North of the Wadden islands	56 km from Schiemonnikoog	2019	2022	2026
Approx. 4.0	Ijmuiden Ver	53 km from Den Helder 80 km from Ijmuiden	2020	2023 to 2026	2027 to 2030
Approx. 0.9	To be determined				

Table 1: road map 2030

The planning, as depicted in the road map 2030, in compliance with political administrative decision-making/developments, is leading. The challenge for MIVSP is to align with this in the best way possible. During the design stage of the wind park, the systems must be included, because installation afterwards without installation provisions having been taken in advance, will lead to issues (quality of LiDAR information, liability, higher costs etc.).

1.3 Planning

For this tender, planning below applies.

3 June 2022	Publication of announcement of the assignment, start of Tender term
17 June 2022, before 11.00 am.	Deadline for asking questions by Tenderer about this Describing Document and for making text suggestions by Tenderer on the concept Agreement (including ARIV-2018)
23 June 2022	Publication Nota of Information (NvI) 1
28 June 2022 before 11.00 m.	Deadline for asking questions by Tenderer over NvI 1
5 July 2022	Publication NvI 2
12 September 2022 before 11.00 am.	Last date and time of submittal and reception of Tender
12 September 2022 to 16 September 2022	Assessing Tender

¹ Faith in the future, Government agreement 2017 – 2021; parties VVD, CDA, D66 and ChristenUnie, 10 October 2017.

² Climate Agreement, 28 June 2019, Parliamentary paper 32813, no. H, blg-890294

16 September 2022	Submittal of announcement of award decision
6 October 2022	Last date for requesting a provisional facility in terms of the announcement award decision
1 November 2022	Effective date of Agreement

Table 2: planning tender

The terms mentioned may change if Rijkswaterstaat is of the opinion that this is necessary. In that case, the new term(s) will timely be made known. The planning, as depicted in TenderNed, is leading.

2. Assignment description

This chapter includes information regarding the assignment. When determining the assignment, Rijkswaterstaat observed the scope and the complexity of the assignment, the number of potential Tenderers, the transaction costs and the character of the market.

2.1 Description and purpose of the assignment

The intended result of this purchase process is to ensure multi-annual and sustainable purchase for the delivery, calibration and maintenance of the LiDAR systems to realise reliable data gathering.

The activities are tendered as one entirety, as this is a logically coherent and inextricably linked unity and can be implemented efficiently by one single party, specialising therein. Partly due to the development plans of wind energy areas in the North Sea, being able to switch quickly using one contract party, is desirable as well as essential.

Within the scope of the assignment:

- Delivery (incl. transport) of a maximum of 20 LiDAR systems on location, the Offshore Expertise Centrum (OEC) Stellendam;
- The renewal/replacement of LiDAR systems by new, up to date systems at the end of the technical lifecycle;
- Interval calibration incl. preventive maintenance and reporting DNV-GL;
- Corrective maintenance (e.g. replacement of parts);
- Optional: Training (see VSE)

Outside the scope of the assignment:

- Transport from OEC to platform;

Site Integration and installation of the systems.

	2022	2023	2024	2025	2026	2027	2028	2029	2030	
Windenergiegebieden	HKWA, HKWB	Trwv	Ujm VerB	Ujm Ver A en C	LL A en B	LL C en NDW A	NDW B en DDW A	NDW C en DDW B		n.t.b.
Levering										
Lidar (aantal)	2	1	1	2	2	2	2	2		
Extra LiDAR's										6

Table 3: delivery schedule LiDAR systems (estimation)

Translation of terms in table above:

Windenergiegebieden = Wind energy areas

Levering = Delivery

(aantal) = (amount)

en = and

In table above, the number of LiDAR systems expected to be called, was visualised. This is an estimation, from which no rights can be derived.

2.2 Term of the Agreement

Client intends to conclude a (1) framework agreement (ROK) with 1 contractor. The purchase for the delivery and services in terms of HKWA and HKWB (see table 3) is guaranteed. For the other areas no purchase guarantee applies. The ROK includes the agreements between RWS and one market party, regarding the purchase of LiDAR systems and services with respect to calibration and maintenance, including related transport to and from OEC (Stellendam), during the contract period, at conditions and rates, agreed in advance. The framework agreement itself is not an assignment, yet the preparatory step for the issuing of future assignments. In that instance, a so-called "call-off" will take place.

The framework agreement will become effective as from 1 November 2022 until and including 31 December 2026, with two options for 2 years extensions until 31 December 2030 at the latest.

A maximum number of 20 LiDAR system deliveries will be applied for, incl. related services. As soon as the maximum has been reached, the framework agreement will become ineffective. From that moment (thus) no more assignment can be concluded under the framework agreement.

If Client wishes to make use of the option to extend, Client will inform the Contractor of this, three months before expiry of the expiration date mentioned.

All provisions and conditions of the framework agreement shall apply in full to any extensions.

2.3 Scope of the assignment

Due to, for instance, political, budgetary, administrative or organisational developments, the scope of the framework agreement could change. The assignment scope of the framework agreement to be concluded will be maximised to a total of 20 LiDAR systems incl. related services described.

During the entire term of the contract up to and including 2030, Rijkswaterstaat will assume an estimated assignment value of € 4,000,000 for delivery of a maximum of 20 LiDAR systems incl. services (calibration and maintenance), excluding VAT BTW, price level 2022.

The estimated scope and value of the assignment does not concern guaranteed turnover. It is an indication that no rights can be derived from. Draw up of this Describing Document took place applying current knowledge and insights.

3. Requirements with respect to the assignment

This chapter includes the requirements, set by Rijkswaterstaat, for the requested delivery and service provision. Non-compliance with one or more requirements will imply that the Tender will no longer be assessed and that the Tender will be put aside.

By submitting an Tender , accompanied by the appendix 'Statement of approval', Tenderer explicitly agrees with all requirements and conditions documented in this chapter or in the appendices referred to, and declares that he will continue to do so throughout the entire implementation period of the framework agreement concluded with him.

3.1 Requirements with regard to requested products and services

The requirements with regard to the requested products and services were incorporated in appendix 2 'Question Specification Requirements', hereinafter: VSE.

4. Requirements with respect to the Tenderer

This chapter contains the requirements imposed by Rijkswaterstaat to determine whether a Tenderer is suitable to perform the Agreement. To this end Grounds for exclusion and suitability requirements are utilised.

Via the 'European Single Procurement Document', Tenderer will indicate whether the Ground for exclusion does or does not apply to him and whether he meets the Suitability requirements.

4.1 Ground for exclusion

Rijkswaterstaat will exclude a Tenderer in case one or more grounds for exclusion(s) are applicable to Tenderer, unless Rijkswaterstaat still admits the Tenderer to the tender procedure on the basis of article 2.86a, 2.87a or 2.88 Tender Act.

The appendix 'European Single Procurement Document' includes the obligatory grounds for exclusion and the applicable facultative cases of exclusion, declared by Rijkswaterstaat. Regarding the ground for exclusion "Grave professional misconduct", an ACM-fine is regarded as (an indication of) grave professional misconduct, in any case.

For verification purposes, the following documentary evidence will be requested (do not submit upon Tender. To be issued only upon request):

- Declaration of Conduct Tendering
- Statement from the Tax Authority

PLEASE NOTE: take account of the application time of the Declaration of Conduct Tendering (hereinafter: GVA) and the statement from the Tax Authority. It is the Tenderer's responsibility to ensure that the GVA or Tax authorities statement is timely applied for, to be able to meet the submittal term. (In the event of relying on one or multiple third parties, also a GVA (Declaration of Conduct) and a Tax Authority statement from these parties must be produced). At the time of the deadline of receipt of Tender, the GVA should not be older than 2 years and the Tax Authority statement should not be older than 6 months.

If the country where he is based does not have equivalent declaration, a foreign entrepreneur may produce a statement made under oath or a formal declaration in the presence of a competent judicial or administrative authority, a notary or a competent professional association of that country, to Rijkswaterstaat.

4.2 Prior knowledge and conflict of interest

The directives of Rijkswaterstaat to prevent prior knowledge and conflict of interest, as set out in appendix 3 'Separation of interests memorandum, Policy against conflict of interest with the tender', dated 14 September 2007, apply in full to this tender.

In case of (former) involvement with the preparation of the assignment, prior knowledge and/or conflict of interest will be assumed. Rijkswaterstaat will give the Tenderer the opportunity to refute the relevant suspicion and demonstrate that honest competition will not be harmed by the (earlier) involvement, to the satisfaction of Rijkswaterstaat. An entrepreneur could be excluded from participation in the tender if the relevant suspicion is not refuted.

4.3 Suitability requirements

This paragraph states the suitability requirements set to Tenderer. Tenderer must comply with these. If not, the Tender will be set aside.

Using the appendix 'European Single Procurement Document', the Tenderer declares that he complies with the Suitability requirements, as set out in this paragraph of the Describing document and will continue to comply during the term of the Agreement.

4.3.1 Technical competence and professional aptitude

For the assessment of technical competence and professional aptitude, Rijkswaterstaat determines the following requirements.

4.3.1.1 Core competences

Rijkswaterstaat establishes the following core competences, corresponding with the experience regarding essential aspects of the assignment.

- **Core competence 1:** Experience with the completion of LiDAR systems
 - Core competence 1 has the following elements, involved in the assessment:
 - The timely and professional delivery of LiDAR systems, in conformity with the Client's requirements.
 - Core competence 1 must be demonstrated by means of:
 - Reference statement.
- **Core competence 2:** Experience with calibration (calibration process)
 - Core competence 2 has the following elements, involved in the assessment:
 - This concerns the calibrating/validating of LiDAR systems conform the quality standards.
 - Core competence 2 must be demonstrated by means of:
 - Reference statement.

As per core competence mentioned above, Tenderer must have implemented one reference assignment that meets the following requirements:

- The topic of the reference assignment must be comparable to the relevant core competence.
- The reference assignment must have been implemented or completed over the last three years prior to the publication date of this tender, on TenderNed.
- If a not yet (completely) finished assignment is submitted, only the actually achieved results of the ongoing agreement can be provided, a prognosis of the results will not suffice.
- The reference assignment must have been completed properly, in terms of the method as well as with respect to the result. The final result is relevant, but also the method of completion.
- In case Tender is done in cooperation (combination), each individual participant in this cooperation must produce the documentary evidence in the area of technical competence and professional aptitude requested for this tender, with regard to his share.

Multiple references are allowed only if these references complement each other, in order to demonstrate the relevant core competence in its entirety, for which no more than two reference assignments per core competence can be submitted.

Per reference assignment, it must substantiated why the reference(s) is/are relevant for the current assignment. The following should be included:

- The specific core competences or parts thereof that are covered.
- Description of the activities performed by the entrepreneur and the achieved results.

The total of the reference assignment(s) must have a minimal scope of **1 LiDAR system**.

As a verification, the following documentary evidence is requested (submit upon Tender)

- appendix 'Reference statement'

For each reference assignment, Tenderer will use the appendix 'Reference statement'. If in one reference more core competences are expressed, that meet the set of requirements, Tenderer can use the same reference for those core competences.

By submitting a reference, Tenderer gives Rijkswaterstaat permission to check references for accuracy and to contact one or more references without interference and/or approval of Tenderer.

4.3.1.2 Quality management

Tenderer must apply a quality management system that complies with the NEN-EN-ISO 9001 standard, on the implementation of the assignment. Therefore, tenderer must have a quality management system that complies with the NEN-EN-ISO 9001:2015 standard with the Scope of application the subject of this tender.

As a verification, the following documentary evidence will be requested (to be submitted upon Tender)

Tenderer will demonstrate this by means of:

Producing a copy of a valid NEN-EN-ISO 9001 certificate, issued by conformity assessment authorities that comply with the European set of standards for certification;

OR

equivalent certificates of authorities, based in other member states of the European Union.

OR

other evidence regarding equivalent measures in the area of quality management, if the Tenderer cannot obtain the certificate within the terms, for reasons that cannot be attributed to him. By means of an audit report, Tenderer proves that the proposed measures, in the area of the quality management, meet the quality standard NEN-EN-ISO 9001. Tenderer should still produce a copy of a valid NEN-EN-ISO 9001 certificate, issued by conformity assessment authorities, complying with the European set of standard for certification, or equivalent certificates of authorities based in other member states of the European Union, to client within 6 months' time.

4.3.2 Occupational competence

Rijkswaterstaat demands that the Tenderer is authorised to practise his profession. Tenderer must demonstrate that he has been listed in the professional register or the trade register, as set out in appendix XI of Directive 2014/24/EU, in accordance with the regulation of the member state where he is based.

As a verification, the following documentary evidence will be requested (to be submitted upon Tender):

- Excerpts from the professional- or trade register

In order to be able to verify the validity of the signed appendix 'Statement of approval' and documentary evidence, it is necessary to produce a recent and topical (six months old at most, to be calculated back from the time of submittal of the Tender) excerpt(s) from the professional- or trade register, in accordance with what was set out in article 2.98 of the Tender Act. The excerpt should prove the validity of the signatory.

Should the person who signed the (own) statements and documentary evidence be mentioned on the excerpt, then a person who is actually mentioned on the excerpt, must make it obvious, by means of a said proxy statement, that the signatory is indeed authorised to legally bind the Tenderer at the moment of signing.

In case Tender is done in cooperation (combination), each participant in the cooperation must separately submit the abovementioned.

5. Award criteria

This chapter includes the award criteria. These are the criteria on the basis of which an Tender is assessed. When responding, Tenderer must take into account the requirements set in chapter 3.

The criterium for the awarding of the Agreement is the 'economically most advantageous Tender, with the best price-quality ratio' (hereinafter: BPQR).

Tenderer must add the elaborations on the BPQR-criteria in Tendered to the Tender as one document or as a collection of separate documents. In TenderNed this can be done by clicking on 'Respond to Award criteria', for this tender, and subsequently add the document(s) per BPQR-criterium under the tab 'Documents'.

5.1 BPQR-criteria

The BPQR-criterium is split into two BPQR-criteria, as shown in table below.

Point	BPQR-criteria	Weighing
K	Quality	70%
P	Price	30%
	Total BPQR	100%

Table 4: BKPV-criteria

5.2 BPQR-criterium quality

The BPQR-criterium quality is subdivided into quality criteria.

Nr.	Sub-awarding criterium	Weighing factor
K1	Delivery	35
K2	Calibration process	30
K3	Maintenance	20
K4	Sustainability	15
	Total quality	100
P1	Price	100
	Total price	100

Table 5: BKPV-criterium quality

Tenderer describe the quality criteria such detailed and unambiguous manner, that Rijkswaterstaat is able to assess whether the performance to be delivered by the Tenderer is aligned with the assignment of Rijkswaterstaat.

5.2.1 Quality criterium Delivery

The Client's objective is a timely delivery and/or replacement of LiDAR systems.

Nr.	Scoring element	Focus areas
1.	<i>Standard (subsequent) delivery</i>	Gives insight in the current delivery process, taking account of, for instance, our requirement VSE 16 and the possibilities for quicker delivery. In this case it is important that the supplier is able to demonstrate proper and flexible alignment with the dynamic planning and development of the wind energy areas (road map 2030) in the North Sea. Quick and efficient switching is

		possible, where necessary, supplier demonstrates thinking along in solutions and possibilities.
2.	<i>Guarantee of timely delivery</i>	Name the top 5 risks in the delivery process. In which way do you guarantee timely delivery? Which control measures do you suggest?
Max number of points		35
Assessment frame		<p>Transparency: clearly providing insight in relevant information about the progress of the delivery.</p> <p>Efficiency: obtaining the best possible effect or result from the resources available or the given situation.</p> <p>The extent to which the (control)measures offered and results (performances) contribute to achieving the objective.</p> <p>The extent to which the insights, measures and results offered have been made SMART</p> <p>The extent to which the measures and results (performances) offered were substantiated.</p>
Assessment of your Tender via supplied documentation		<p>The Tenderer supplies a concept 'delivery plan', that is in alignment with the tender documentation (Describing Document incl. all appendices), described objectives and requirements.</p> <p>Your concept plan will be assessed integrally and the assessment will take place, as set out in the table in chapter 6.4.</p> <p>A maximum of 2 pages A4, in font Verdana 10, including appendices.</p>

5.2.2 Quality criterium Calibration

The Client's objective is maximum availability of the LiDAR system for the delivery of correct data and minimal downtime, necessary for calibration.

Nr.	Scoring element	Focus areas
1	<i>Calibration process</i>	<p>What does the calibration process look like and at which interval must the LiDAR system be calibrated to be able to continue delivering correct data.</p> <p>What is your proposal to always have a calibrated system on the platform, with a minimum number of LiDAR systems.</p> <p>What are the possibilities to minimise the number of LiDAR system exchanges on the platforms.</p>
Max number of points		30
Assessment frame		<p>Transparency: clearly providing insight in relevant information about the calibration process.</p> <p>Efficiency: obtaining the best possible effect or result from the resources available or the given situation.</p> <p>The substantiation of your proposal regarding the number of systems over the years (see table 3).</p>

	<p>The extent to which the insights, measures and results offered were made SMART and maximise the calibration-interval and contribute to achieving the objective.</p> <p>The extent to which the measures and results (performances) offered have been substantiated.</p>
Assessment of your Tender via supplied documentation	<p>The Tenderer will deliver a concept 'calibration plan', that is in line with objectives and requirements described in the tender documentation (Describing Document incl. all appendices).</p> <p>Your concept plan will be integrally assessed and the assessment will take place as set out in the table in chapter 6.4.</p> <p>A maximum of 2 pages A4, in font Verdana 10, including appendices.</p>

5.2.3 Quality criterium maintenance

The Client's objective is to safeguard the "requested mate of functionality" of the LiDAR system.

Nr.	Scoring element	Focus areas
1	<i>Maintenance</i>	<p>What are the possibilities for Client in terms of remote access control to LiDAR system in the event of malfunctions, incidents, problems and changes/modifications in the configuration.</p> <p>The possibilities of direct access to the manufacturer's support desk.</p>
	Max number of points	20
	Assessment frame	<p>Transparency: clearly providing insight in relevant information for maintenance interventions.</p> <p>The extent to which the insights, measures and results offered were made SMART and contribute to achieving the objective.</p> <p>The extent to which the measures and results (performances) offered have been substantiated.</p>
	Assessment of your Tender via submitted documentation	<p>The Tenderer will deliver a concept 'maintenance plan', that is in line with objectives and requirements described in the tender documentation (Describing Document incl. all appendices).</p> <p>Your concept plan will be integrally assessed and the assessment will take place, as set out in the table in chapter 6.4.</p> <p>A maximum of 2 pages A4, in font Verdana 10, including appendices.</p>

5.2.4 Quality criterium Sustainability

The Client has already formulated the objective to work Climate Neutral and Circular in 2030³.

For each assignment, it must at least be studied whether there is a possibility to apply the following chosen priorities:

1. Energy and climate;
2. Circular economy.

Nr.	Scoring element	Focus areas
1	<i>Transport</i>	Limitation of transport movements and reducing CO2 emission to a minimum during any transport movements, in relation to this assignment.
2	<i>Waste and circularity</i>	<p>In which way does disposal of waste take place eco-friendly and what is done in terms of circularity ((processing of) packaging material sustainable, recyclable or reusable).</p> <p>In the circular economy, as little as possible waste is created by using raw materials and products as long as possible, getting the best value out of it at component level or reuse, for instance refurbished LiDAR system. How do you plan to implement this and develop it further.</p> <p>In which way is it made possible that the LiDAR system is (partly) replaceable. For instance, power converters, communication modules, etc.</p>
3	<i>Lifecycle increasing measures</i>	What are the possibilities to extend the LiDAR system's lifecycle.
Max number of points		15
Assessment frame		<p>Transparency: providing insight in a clear manner and indicate concretely what the measures to be taken will be and how they are demonstrably guaranteed and effective. Tenderer demonstrates the realisation of maximum impact in terms of sustainability, the more alignment with RWS objectives, the higher the score.</p> <p>The extent to which measures, substantiation, possibilities and results offered were made SMART, supplemented by practical examples.</p>
Assessment of your Tender via submitted documentation		<p>The Tenderer will deliver a concept 'sustainability plan', that is in line with objectives and requirements described in the tender documentation (Describing Document incl. all appendices).</p> <p>Your concept plan will be integrally assessed and the assessment will take place as set out in the table in chapter 6.4.</p>

³ [Sustainability and Environment | Rijkswaterstaat](#)

	A maximum of 2 pages A4, in font Verdana 10, including appendices.
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5.3 BPQR-criterium price

As part of objective assessment of the Tender, a fixed format is provided (see appendix C 'Price form'). This format is obligatory and must be used by Tenderer.

The structure of the financial offer must comply with the following requirements.

- All prices and rates are in Euros, excluding VAT and fixed during the term of the Agreement and the option terms;
- All prices and rates are based on price level 2022. Indexing of the fixed prices and rates will take place in conformity with what is set out in article 4.3 of the concept framework agreement (appendix 1);
- The prices and rates include all costs of additional work activities, as described in appendix C, to be able to realise the assignment, for instance additional costs for project management, development costs, transport costs, insurances, travel and accommodation costs, trainings and training own staff, all administration- and office costs and all other additional costs and surcharges;

6. Assessment

In this chapter, the assessment is explained.

Before proceeding to opening of the Tender, an assessment instruction was drawn up. This assessment instruction is an internal document by Rijkswaterstaat and will not be made available to Tenderers. Any information relevant to Tenderers will be mentioned in this Describing Document.

Rijkswaterstaat makes assessments on the basis of expert opinion. This implies that experts will form a professional opinion on the basis of the own knowledge and expertise. In order to guarantee the objectivity, a (sub)assessment team will be compiled such that it represent all relevant disciplines. This includes that for each component of the assessment there must be at least two persons in the (sub)assessment team, holding the necessary expertise.

6.1 Assessing on complete and valid Tender

On the basis of the documents issued upon the Tender, it will be assessed whether the Tender complies with all conditions and requirements included in this document.

The Tenderer could be excluded from further participation in this tender and the Tender will not be further assessed if the conditions and requirements were not met, unless reinstatement is permitted within the boundaries of tender law.

6.2 Assessing on grounds of exclusion(s) and suitability

6.2.1 Grounds for exclusions

Rijkswaterstaat will exclude a Tenderer in case one or more grounds for exclusion(s) apply to Tenderer, unless Rijkswaterstaat still admits the Tenderer to the tender procedure on the basis of article 2.86a, 2.87a or 2.88 Tender Act. For more information, see chapter 4.

6.2.2 Suitability requirements

The assessors will first individually evaluate the registrations, in accordance with the instructions included in the assessment instruction. Afterwards, the Tender will be discussed jointly by the assessors, to reach a careful evaluation.

Tenderers who do not meet one or more suitability requirements will be excluded from the rest of the procedure. The suitability requirements are described in chapter 4.

6.3 Assessment on requirements of the assignment

Tenders that do not meet the requirements of the assignment will be excluded from further participation in the tender.

6.4 Assessment on award criteria

The non-excluded Tenders will be assessed on the basis of the BPQR-criteria (see chapter 5).

6.4.1 Assessment on BPQR-criterium quality

Each assessor will first individually evaluate the registrations, in accordance with the instructions included in the assessment instruction. Afterwards, the Tenders will be discussed jointly by the assessors to plenary and meticulously grant one score for every scoring element in consensus.

If, in an exceptional case, no consensus is reached for a scoring element, the arithmetic average of the scores, granted by the individual members, will be determined and used as the score in consensus, for the relevant scoring element.

In the quality criteria it is stipulated which assessment frame is applied and what the weighing factor is for each scoring element. During their assessment of the scoring elements mentioned, the members of the assessment will make use of table below.

Score table	
Score	Note
0	The question was not answered, the answer is not appropriate.
2	Tenderer barely, or not at all, addresses the requested focus areas substantively, relevantly or appropriately.
4	The elaboration is of limited quality. Tenderer addresses the requested focus areas substantively, relevantly or appropriately to a very limited extent. The elaboration is hardly substantiated and is barely related to the assignment of Rijkswaterstaat.
6	The elaboration is of sufficient quality. Tenderer only partially addresses the requested focus areas substantively, relevantly or appropriately. The elaboration is limitedly substantiated and is, to some extent, related to the assignment of Rijkswaterstaat. The is related to the quality criterium to a limited extent.
8	The elaboration is of good quality. Tenderer substantively, relevantly, or appropriately addresses the requested focus areas. The elaboration is well substantiated and is clearly connected with the assignment of Rijkswaterstaat. The elaboration is properly in line with the quality criterium.
10	The elaboration is of excellent quality. Tenderer substantively, relevantly, or appropriately address the requested focus areas. The elaboration is very well substantiated and is excellently in line with the assignment of Rijkswaterstaat. The elaboration is very well in line with the quality criterium and exceeds the expectation.

Table 6: scores table

In terms of BPQR-criterium quality, Tenderer must reach a score of 2 at least to become eligible for granting. If this is not the case, the Tender will be set aside.

In case more pages than the maximum number of pages are submitted, only the part consisting of the first page up to the maximum permitted number of pages for the relevant criterium will be assessed.

Determining score per quality criterium:

The score allocated to a scoring element, by the assessment team, will be multiplied by the accompanying weighing factor. This will lead to a weighed score per scoring element. The score per quality criterium is subsequently determined by adding the weighed scores of the accompanying scoring elements.

The end score for the BPQR-criterium quality is determined as follows:

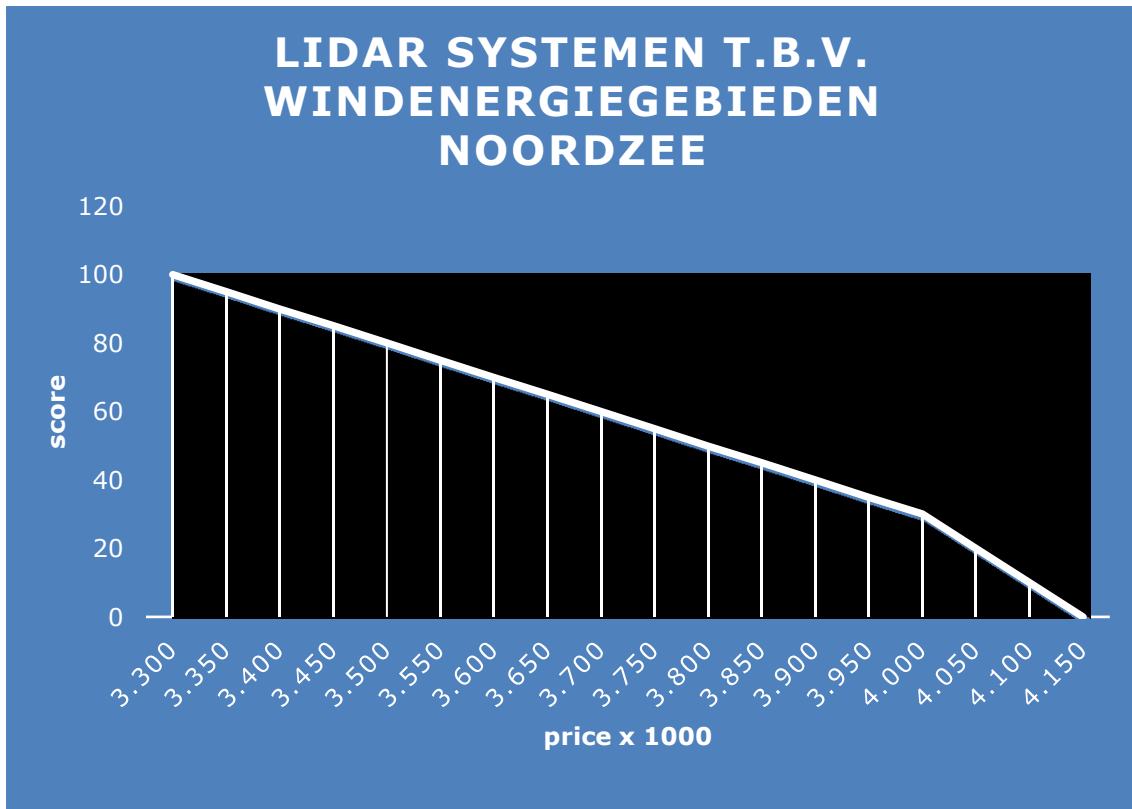
The scores reached on all four quality criteria being added will lead to the score for the BPQR-criterium quality.

6.4.2 Assessment on BPQR-criterium price

The end score for the BPQR-criterium price is determined as follows:

The Tender price will be assessed in absolute terms. This means that each Tenderer will receive a number of points for his Tender price, on the basis of the formulas included in the score graph. A top amount of maximally € 4,150,000 over a 10 year period is used. Tenderers exceeding this top amount during Tender will receive 0 (zero) points. In addition to the top amount, there is also a lower threshold connected to the Tender sum, which is set at € 3,300,000. A lower Tender price is not regarded as realistic by the Client.

Score graph price: *Translation of title: LIDAR systems for wind energy areas in the North Sea*



Price x € 1000	Score
3,300	100
3,350	95
3,400	90
3,450	85
3,500	80
3,550	75
3,600	70
3,650	65
3,700	60
3,750	55
3,800	50
3,850	45
3,900	40
3,950	35
4,000	30
4,050	20
4,100	10
4,150	0

The score is determined on the basis of submitted indicative assignment value, by means of the score graph.

Example: an Tender sum of € 3,625,000 will result in a score of 67.5. The ultimate weighed score is $67.5 * 30 \% = 20.25$.

6.4.3 Establishing total end score

The score reached on the Award criterium quality will be added to the score reached on the Award criterium price. The end score is calculated as follows:

End score = Achieved (total)score quality + Achieved score price.

The Tenderer with the highest total end score is eligible for granting.

Ranking

Fictive assessment below serves as an illustration.

Example calculation:

No.	Criteria	Maximum score to be reached	Weighing factor
K1	Delivery	10	35
K2	Calibration process	6	30
K3	Maintenance	6	20
K4	Sustainability	8	15
Total score quality		$(10 \times 35 = 350) +$ $(6 \times 30 = 180) +$ $(6 \times 20 = 120) +$ $(8 \times 15 = 120) = 770$ Calculation example on quality: $770 / 10 \times 70\% = 53.9$ points	
Description			
	Tenderer A	Tenderer B	Tenderer C
Score quality	53,9	56	40,6
Price	€ 4,100,000	€ 3,625,000	€ 3,450,500
Score price	3.33	20.25	25.49
End score	57.23	76.25	66.09
Ranking	3	1	2

Table 7: Example calculation

In the example above, the assignment will be granted to tenderer B, because this Tenderer has the highest quality per price unit and thus, from an economic point of view, he has made the most favourable Tender.

All prices mentioned in example above are fictional and tenderers cannot derive any rights from them.

The Tenderer with the highest price points ratio will be eligible for granting.

The total end score of a Tenderer will be rounded off to a whole number. Up to the moment of determining this total end score, numbers will not be rounded off. The end score will be rounded at 2 decimals. If two or more Tenderers have reached an equal end score, the assignment will be granted to the tenderer with the highest score in quality. In case both tenderers also have an equal score in quality, then it will be decided by means of drawing which Tenderer the assignment will be granted to.

6.5 Assessment of documentary evidence

In this Describing document it is indicated which documentary evidence should be produced directly upon submittal of the Tender. The other documentary evidence only needs to be produced

after request by Rijkswaterstaat. However, Tenderer can also submit all documentary evidence directly with his Tender.

Documentary evidence not yet produced will be requested by Rijkswaterstaat, prior to the Announcement award decision, from the Tenderer who qualifies for granting. If Rijkswaterstaat deems it necessary, for purposes of proper progress of the procedure, Rijkswaterstaat may request the documentary evidence from all Tenderers at an earlier stage.

The documentary evidence must demonstrate that the Tenderer indeed complies with what was stipulated in the 'European Single Procurement Document' and the Tender.

If Rijkswaterstaat should not agree with the content or validity of one or more of the documentary evidence items produced by Tenderer, this could lead to the Tenderer being excluded from the remainder of the procedure. In such an instance, Rijkswaterstaat will again establish the Tender with best price-quality ratio. The scores of the Tenderer who was set aside will be taken from the assessment. Subsequently, the calculations on the basis of the assessment methodology will be carried out again, whereupon a new ranking will be determined.

7. Tender procedure, requirements and conditions

This chapter states the tender procedure, requirements and conditions that apply to this tender. Non-compliance with the tender procedure, requirements and conditions may result in the Tender being set aside.

7.1 Statement of approval

By submitting an Tender, accompanied by the appendix 'Statement of approval', Tenderer explicitly agrees with all criteria, requirements and conditions included in this Describing document. An Tender under conditions is not permitted⁴. If the appendix 'Statement of approval' is lacking or the legal signing in the appendix 'Statement of approval' is lacking, the Tender will be set aside.

7.2 Planning

The planning is incorporated in the scheme in paragraph 1.3.

7.3 TenderNed

The tender procedure is implemented electronically, by means of TenderNed: www.tenderned.nl. All tender documents can be downloaded from TenderNed. To be able to participate in the tender procedure, an entrepreneur must be registered in TenderNed. E-Recognition is compulsory for every Dutch enterprise registered at the CoC, to be able to register and log in. The consequences of not (timely) registering E-Recognition are for Tenderer. The "Operational conditions TenderNed" do apply here.

A Tenderer is expected to have all the required knowledge to go through a TenderNed tender procedure in an adequate way. Use of TenderNed is for the account and risk of the entrepreneur, except for what is set out in paragraph 7.13.

All communication with respect to this tender procedure goes via TenderNed, unless stipulated otherwise. It is not permitted, as part of this tender procedure, to keep contact with or ask questions to parties other than TenderNed. If the communication cannot go via TenderNed, Tenderer can contact the contact(s) mentioned below: Wiemla Oppentocht, wiemla.oppentocht@rws.nl with a cc. to inkoopcentrum-iv@rws.nl.

It is not permitted to directly approach anyone else than the abovementioned contact, with respect to this tender.

For any questions related to the functionality or technicalities of TenderNed, Tenderer can contact the TenderNed service desk. Tenderer can also consult the E-Guide (electronic manual) via <http://www.tenderned.nl/egids/>.

7.4 Questions, information, objections and complaints

Questions and information

During the procedure, Tenderer can ask questions via TenderNed. Questions could, for instance, concern ambiguities, contradictions or inaccuracies. Questions must be submitted by means of the facility "questions and answers" incorporated in TenderNed. Questions must be formulated clearly, with a reference to the section of this document and/or the appendix to which the question relates. All questions will be answered anonymised. The last date for asking questions has been incorporated in the planning, however, Rijkswaterstaat encourages Tenderers to ask questions at their earliest convenience. RWS will answer the questions at the earliest possible date. At any rate, all questions asked will be answered 10 calendar days before the last date of submittal of the Tender at the latest.

⁴ When the effects of the coronavirus make unimpeded implementation impossible, Rijkswaterstaat will, in consultation with contractor, jointly seek a solution, regarding which Rijkswaterstaat will assume fair and reasonable demeanour. In addition, the reasonability and flexibility of contractor will also be called upon.

Proactivity

Tenderers are expected to have a proactive attitude. This means that Tenderer cannot make a lawful appeal to deficiencies or contradictions that were not brought to the attention by him within the term mentioned, while this could reasonably be expected of him. In terms of these deficiencies or contradictions, in such instances, Tenderer's rights will have expired.

Objections

If Tenderer has objections against the content of, or approach during the tender, Tenderer should make this known to Rijkswaterstaat at his earliest convenience, via Messages in TenderNed, including a substantiation and stating suggestions for correction.

Individual information

A Tenderer can be motivated to request that certain information is not accessible for all those involved in a tender, in case disclosure of this information could be detrimental to the Tenderer's legitimate economic interests. In TenderNed, Tenderer must tick the box 'Treat individually' and motivate the importance of individual treatment. It is however up to Rijkswaterstaat to decide whether Tenderer's motivation to deal with the question individually, suffices. Tenderer could ask an individual question which Rijkswaterstaat is motivated to reject. Tenderer must indicate whether, in this instance, he would like to see the question answered by means of a general Note of Information or that he withdraws the question. Individual answers are subordinate to the general Note of Information.

Answers by Rijkswaterstaat

The Note of Information is an integral part of this Describing document. Rijkswaterstaat will assume that there are no ambiguities with respect to the parts that did not raise any questions.

Complaints mechanism

If a Tenderer disagrees with the response of Rijkswaterstaat or when there is no response at all, he can file a complaint with the Central complaint communication point Tendering Rijkswaterstaat, via the email address: klachtenmeldpunt@rws.nl.

Filing a complaint will not have a suspensory effect.

7.5 Term of fulfilment and Tender

The Tender submitted by Tenderer must be complied with for the duration of three months after the last date before submittal of the Tender. If, against the Announcement of the award decision with the competent court at The Hague, a preliminary provision was requested, the Tenderers must at any rate comply with their Tender until four weeks after the judicial decision at first instance.

7.6 Variants

In addition to an Tender, in accordance with the Describing document, Tenderer cannot offer a variant to this.

7.7 Costs of the Tender

Rijkswaterstaat will not reimburse any costs for the composition and issuing of an Tender, including any further information to be provided.

Any costs or damage (that could be) arising from non-awarding this tender (to Tenderer) are for the account and risk of Tenderer.

7.8 Ceasing of tender

Rijkswaterstaat reserves the right to temporarily or definitively cease the tender partially or entirely, until the moment that the intended agreement is being signed. In such an instance, Rijkswaterstaat will determine whether Tenderer(s) is/are entitled to compensation of any costs, incurred as part of this tender.

In case of cessation of the procedure, the Tenderers involved will simultaneously be notified of the reasons. If a Tenderer involved does not request a preliminary provision within 7 calendar days after submittal, objections can no longer be made in response to this decision, whereupon his relevant rights will expire.

7.9 Ranking of documents

In case of any contradictions between the Describing document and the Note of Information/Note of Information, the Note of Information/Note of Information will prevail. Individual responses are subordinate to the general Note of Information/Note of Information.

7.10 Obligations in the area of environmental-, social law and labour law

Upon composition of his Tender, Tenderer must take account of the obligations in the area of the environmental-, social law and labour law under the Law of the European Union, national law and collective labour agreements under the provisions of international environmental-, social law and labour law, stipulated in appendix X of directive 2014/24/EU. By means of the appendix 'Statement of approval', Tenderer declares to have done this.

Information about the obligations in terms of the provision regarding taxes, environmental protection, labour protection and working conditions applicable in the Netherlands and applicable to the Tenderer's operations, during the term of the Agreement, can be obtained:

From the tax authorities: for provisions concerning taxes;

From the Central Government: for provisions concerning environmental protection;

From the Ministry of Social Affairs and Employability: for provisions concerning labour protection and working conditions.

7.11 Submittal of the Tender

The last submittal date and time of the Tender was set in TenderNed and is a fatal moment.

- The closing time for submittal of Tenders, indicated by the countdown digital clock in TenderNed, is leading.
- Rijkswaterstaat can only view the Tenders after opening of the digital vault in TenderNed. This can be opened only after the last delivery date and time have passed. Rijkswaterstaat will only deal with Tenders that were found in the digital vault.
- The risk of too late submittal of the Tender and/or submittal of an incomplete Tender lies with Tenderer.
- Rijkswaterstaat is not responsible, nor liable for the consequences suffered by Tenderer, due to submitting a belated, incorrect or incomplete Tender.

In case TenderNed should not be accessible at the time of the deadline for receipt of the Tender, as a consequence of a failure at E-Recognition, in TenderNed or on the high-voltage grid, then this will be regarded as force majeure situation. In these instances, the deadline for receipt of the registrations could be postponed by Rijkswaterstaat, depending on the situation and the consequences. The altered deadline for receipt of the Tenders will be communicated via TenderNed, 'Rectification'.

Opening registrations

Opening of the digital vault is not a public affair. Rijkswaterstaat will treat the information provided by Tenderer confidentially. The price aspect of the Tender will be opened only after completion of the qualitative assessment.

7.12 Form and content of the Tender

Please find below an overview of all documents that should be included upon Tender in TenderNed, as well as the related necessary actions.

Number	Description	Action by Tenderer
Appendix A	Statement of approval	Fill in appendix A 'Statement of approval' and duly sign in a qualified electronic way and add to the Tender in TenderNed.
Appendix I	European Single Procurement Document(s) *	Fill in appendix I 'European Single Procurement Document(s)' and add to the Tender in TenderNed. See also chapter 7.13.
	Occupational competence	Copy of excerpt from professional- or trade register to be added to the Tender in TenderNed.
Appendix B	Reference statement	Fill in appendix B 'Reference statement' and add to the Tender in TenderNed.
	Quality management	Copy of a valid NEN-EN-ISO 9001 certificate, issued by conformity assessment bodies that comply with European set of standards for certification, must be added to the Tender in TenderNed.
	The quality criteria	Elaborate quality criteria and add to the Tender in TenderNed, per quality criterium. <ol style="list-style-type: none"> 1. Delivery; 2. Calibration process; 3. Maintenance; 4. Sustainability. (Please note the indicated max. number of pages per section).
Appendix C	The prices/rates offered	Fill in appendix C 'Price form' and add to the Tender in TenderNed.

The Tender must comply with form requirements below:

- The documents to be provided upon the Tender must be provided in accordance with the prescribed format in pdf.
- The appendix 'Statement of approval' to be signed, must be signed by a legal authorised/empowered representative of Tenderer, by means of an **qualified electronic** signature (PKIoverheid certificate or EU Qualified certificate).

A "qualified electronic signature"⁵ is a signature with a qualified certificate. This certificate is a digital file that has been added to the original document. There are specific entities that issue certificates, the so-called certification service providers⁶.

Rijkswaterstaat deems it essential that the appendix 'Statement of approval' was signed by an authorised person (to be lawfully representing the legal person). For that reason, Rijkswaterstaat demands a qualified electronic signature, because this is provided with optimal guarantees. A qualified electronic signature gives Rijkswaterstaat the ultimate certainty that the signature was placed by an authorised person and not by someone else.

If it is included in the professional- or trade register that two or more persons only jointly have the power of representation, the appendix 'Statement of approval' that must be signed lawfully, shall thus be signed by both of these two or more persons. If the authorisation for representation of the enterprise includes restrictions, these should be taken into account.

In case of a combination, each person in this combination should separately sign the appendix 'Statement of approval' lawfully, by means of an authorised/empowered representative, and a qualified electronic signature.

7.13 European Single Procurement Document (ESPD)

TenderNed mentions the 'European Single Procurement Document' (appendix I). This includes the following Grounds for exclusions:

- all grounds for exclusions incorporated in Part III A and B;
- the grounds for exclusions ticked by Rijkswaterstaat in Part III C of the 'European Single Procurement Document'.

In TenderNed, in the section 'Respond to requirements' the Tenderer must answer the requirement 'Own Statement' by 'Yes' or 'No'.

Tenderer must electronically fill in the 'European Single Procurement Document'.

For the method of Tender, in cooperation with other enterprises, go to paragraph 'Tender in combination' and/or 'Tender with reliance on capacity of third party/parties' in which it is indicated of whom, in that instance, a filled in 'European Single Procurement Document' should be submitted with the Tender.

7.14 Tender in combination

Tender can be done autonomously or as a partnership (combination). If two or more entrepreneurs submit an Tender as a combination:

- It applies that each participant in the combination is individually and jointly severally liable for the compliance with the obligations deriving from the Tender, as also the implementation of the Agreement;
- Every member of the combination must separately fill in the appendix 'European Single Procurement Document', whereby it must be stated:

⁵ Electronic signatures that comply with this standards, could be: PKIoverheid, EU Qualified, or other STORK IV signatures, but also advanced electronic signatures that were created by use of a qualified resource for the creation of electronic signatures, based on a qualified certificate for electronic signatures, as described in the Decree (EU) no. 910/2014 of the European Parliament and the Council of 23 July 2014.

⁶ The qualified providers of trust services will be incorporated by the member states in a so-called "trusted list". Every member state must inform the European Committee about the trusted lists. The European Committee, in turn, has combined all trusted lists in a tool, that can easily be found online. Via this tool, the trusted list for each member state can be viewed. This enables the tenderer to consult which certificate service providers in a member state are indicated as qualified provider of trusted services and are authorised to issue a qualified certificate. The Dutch government makes use of a certificate that was issued by Public Key Infrastructure (PKI)-government. Agency Telecom monitors the certificate service providers.

- Who the members of the combination are (see Part II of the 'European Single Procurement Document');
- The role of the relevant member of the combination within the combination;
- Who is in charge (the secretariat) of the combination and acts as a responsible proxy. The secretary must therefore be authorised to bind the combination and act on behalf of that combination. The secretary is the organisation that Rijkswaterstaat corresponds with during the term of the Agreement, on behalf of the combination, regarding the progress of the implementation and to which Rijkswaterstaat makes the payments;
- Every member of the combination must sign the appendix 'Statement of approval' lawfully, by means of an authorised/empowered representative, and a qualified electronic signature.
- Every member of the combination must provide the requested documentary evidence for this tender, with regard to his share.

7.15 Tender with reliance on capacity third party/parties

Tenderer (whether or not a combination) can make an appeal to the capacities of one or more third parties to demonstrate that the set suitability requirements are complied with. In that case the Tenderer must indicate, in Part II C of the 'European Single Procurement Document', for which suitability requirement(s) he makes an appeal to the capacities of the third parties.

Making use of the experience of one or more third parties, with the references, or relying on a third party in terms of their educational- and professional qualifications, is permitted only if these third parties are used upon the implementation of the present Agreement and Tenderer can indeed dispose the knowledge and experience of the relevant third parties, and will actually make use of it upon the implementation of the assignment.

In the event of relying on the capacities of third parties, a separate 'European Single Procurement Document' must be provided for each of the third parties involved, including the information that is requested in the sections A and B of Part II and Part III. This form must be completed adequately and signed by the relevant third party. The lawful authorised/empowered third party representative can choose whether he signs by use of a qualified electronic signature or an original handwritten signature (in case of the latter, the document must be scanned after signing).

Please note: In case of relying on one or more third parties, this/these party/parties must thus individually sign his/their 'European Single Procurement Document'. The submittal of a 'European Single Procurement Document' of a subcontractor without signature and subsequently (co-) signing by a subcontractor on the appendix 'Statement of approval' is therefore not permitted.

For verification purposes, the documentary evidence Declaration of Conduct (GVA) for Tenderers and the Tax Authority declaration will be requested (do not submit upon Tender. Submit only upon request). For more information, go to 4.1.

Tenderer is entirely liable for compliance with the obligations deriving from the Tender as also any implementation of the assignment. Tenderer is also responsible for the compliance with the obligations by the third parties/subcontractor(s) hired by him.

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

7.16 One-off Tender

A natural person, legal person or corporation can only submit an Tender once, either individually, or in combination with other natural persons, legal persons or corporations, or as a subcontractor

that is being relied upon by the Tenderer, to be able to comply with the stipulated suitability requirements.

In this instance, for Tenderers who are mutually connected by means of a relationship of control (concern-relation), it applies that they can participate in this tender procedure. Hereby, the explicit condition goes that they participate in this tender as competitors. By means of a statement, it must be demonstrated the mutual relationship has not influenced their Tender conduct, as part of this tender procedure and that fair competition was not impeded.

7.17 Communication and language

During the tender process, communication with Rijkswaterstaat, as well as the Tender, shall take place in Dutch language.

7.18 General conditions

Delivery-, payment- and/or other general conditions –whatever the naming- of Tenderer or his branch organisation are explicitly not accepted. The General Government Terms for IT-agreements 2018 (ARIV-2018) apply to this Agreement (see appendix 1.1.).

7.19 Agreement

The concept agreement and the accompanying General conditions were included in the appendices. During the round of questions, Tenderers will have the opportunity to ask questions, make comments and put forward substantiated text proposals.

Rijkswaterstaat is free to, or not to, honour the proposed text proposals. In the Note of Information/Note of Information, Rijkswaterstaat will indicate whether they have accepted or rejected the proposals made.

7.20 Explanation of and verification of the Tender

Rijkswaterstaat can demand that Tenderer further clarifies his Tender and/or provides it with substantiating documents. Rijkswaterstaat is entitled, but not obliged, to verify the correctness of all statements and declarations to be submitted on the basis of the Tender.

7.21 BIBOB (Public Administration Probity Screening Act)

During the tender procedure, Rijkswaterstaat could make use of the Public Administration Probity Screening Act (hereinafter: BIBOB Act). The BIBOB Act, for instance, intends to prevent that by contracting governmental assignments, the government unintentionally facilitates possible “criminal” activities. Rijkswaterstaat could ask the BIBOB agency for advice before a decision is taken in terms of the awarding.

The advice to be issued by the BIBOB agency, on the basis of the outcome of its investigation, will support Rijkswaterstaat in making its own substantive consideration whether or not to award the assignment to a Tenderer.

7.22 Invalidation

If an Tender is invalid, Tenderer will be notified of this as soon as possible. Should Tenderer disagree with the decision to reject, then he can apply for a temporary provision from the competent civil law court at The Hague, within 7 calendar days after the date of sending this Announcement. If, during the aforementioned term, a temporary provision was applied for, the requester will after all be included in the assessment (under conditions), subject to the Court taking a decision in favour of him.

The term mentioned concerns an expiry period.

7.23 Announcement award decision

All (remaining) Tenderers will simultaneously receive a motivated notification via TenderNed, of the Announcement of the award decision.

Standstill period

Every Tenderer or stakeholder disagreeing with the award decision, is able to apply for a temporary provision from the competent civil law court at The Hague. Stakeholder should submit this application no later than 20 calendar days after electronic submittal of the award decision. This standstill period is also an expiry period. In case Tenderer applies for a temporary provision, Tenderer will be requested to send a copy of the summons to Rijkswaterstaat.

On the basis of article 2.129 of the Tender Act, the award decision does not yet equal acceptance of the Tenderer's offer. For the duration of 20 calendar days after electronic submittal of the award decision, Rijkswaterstaat is not permitted to definitively grant the assignment by entering into the Agreement.

If a temporary provision was applied for during these 20 calendar days, the interim court order will initially be awaited. The court decision forms the basis for further decision-making by Rijkswaterstaat. If a temporary provision was applied for, against the award decision, Rijkswaterstaat will inform the other Tenderers of this.

Interest in decision

Another Tenderer who has an interest in the interim court order can only litigate by means of warranty or guarantee. Tenderer cannot separately apply for a temporary provision or initiate other judicial proceedings.

Appendices

The following appendices are an integral part of this Describing document. These were published together with the Describing document.

Appendix 1	Concept Agreement
Appendix 1.1	ARIV-2018
Appendix 1.2	Explanation of de_ARIV-2018_mei 2018
Appendix 2	Question specification Requirements (VSE)
Appendix 2.1	Drawing flens bracket present LiDAR system 300M
Appendix 3	Separation of Interests memorandum
Appendix A	Statement of approval
Appendix B	Reference statement
Appendix C	Price form
Appendix I	European Single Procurement Document (ESPD) (to be filled in digitally via Tendered)

Appendix informative: Brochure 'Electronic invoicing to the Central Government'