



Rijkswaterstaat
Ministerie van Infrastructuur en Waterstaat

Descriptive Document

European tender in accordance with the open procedure for the supply of radar systems for the Wadden Islands and along the Amsterdam-Rhine Canal

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Disclaimer: This document has been translated to English to make it easier for non-Dutch entities to determine whether or not they want to participate in this tender. In case of contradictions between the Dutch and English variant of this document, the Dutch variant prevail.

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Definitions

Contracting Authority	Rijkswaterstaat, agency and implementing organisation of the Ministry of Infrastructure and Water Management.
Procurement Act	Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>).
Descriptive Document	This document, including the appendices.
Economically most advantageous tender bid	The Tender Bid that achieved the highest overall final score based on the best price/quality ratio.
Suitability Requirements	The requirements that the Contracting Authority sets on a Tenderer to determine

Tenderer	whether a Tenderer is capable of performing the public contract.
Tender Bid	The business owner or owners who have submitted or intend to submit a Tender Bid.
RWS CIV	A tender bid by a Tenderer for the object of this Descriptive Document.
Summary of Additional Information	Rijkswaterstaat Central Information Services (<i>Rijkswaterstaat Centrale Informatievoorziening</i>)
Client	A document containing questions with anonymised answers.
Contractor	The State of the Netherlands, represented by the Minister of Infrastructure and Water Management, which enters into the Agreement with the Contractor on behalf of Rijkswaterstaat.
Agreement	The party with which the Client enters into the Agreement.
Grounds for Exclusion	The written agreement between the Client and the Contractor setting out the conditions under which the contract is to be performed.
European Single Procurement Document	A circumstance inherent to the Tenderer or relating to the person of the Tenderer that may lead to the Tenderer's exclusion from participation in the procurement procedure.
	A Tenderer's statement in which they indicate, in part, whether grounds for exclusion apply to them and whether they satisfy the specified suitability requirements.

1. Introduction

This Descriptive Document contains information on the European public procurement procedure for the supply of radar sensors on the Wadden Islands and along the Amsterdam-Rhine Canal. The procedure is subject to the Procurement Act. The definitions of the Procurement Act therefore apply. The procurement procedure will be conducted electronically through TenderNed.

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

1.1 Contracting Authority

This procurement procedure is being carried out by Rijkswaterstaat Central Information Services (*Rijkswaterstaat Centrale Informatievoorziening*).

Rijkswaterstaat Central Information Services

Rijkswaterstaat Central Information Services (hereinafter RWS CIV) is responsible for the development and availability of data, details and information within Rijkswaterstaat. RWS CIV provides industrial automation for bridges, tunnels, motorways and other objects. In addition, RWS CIV provides office automation for Rijkswaterstaat.

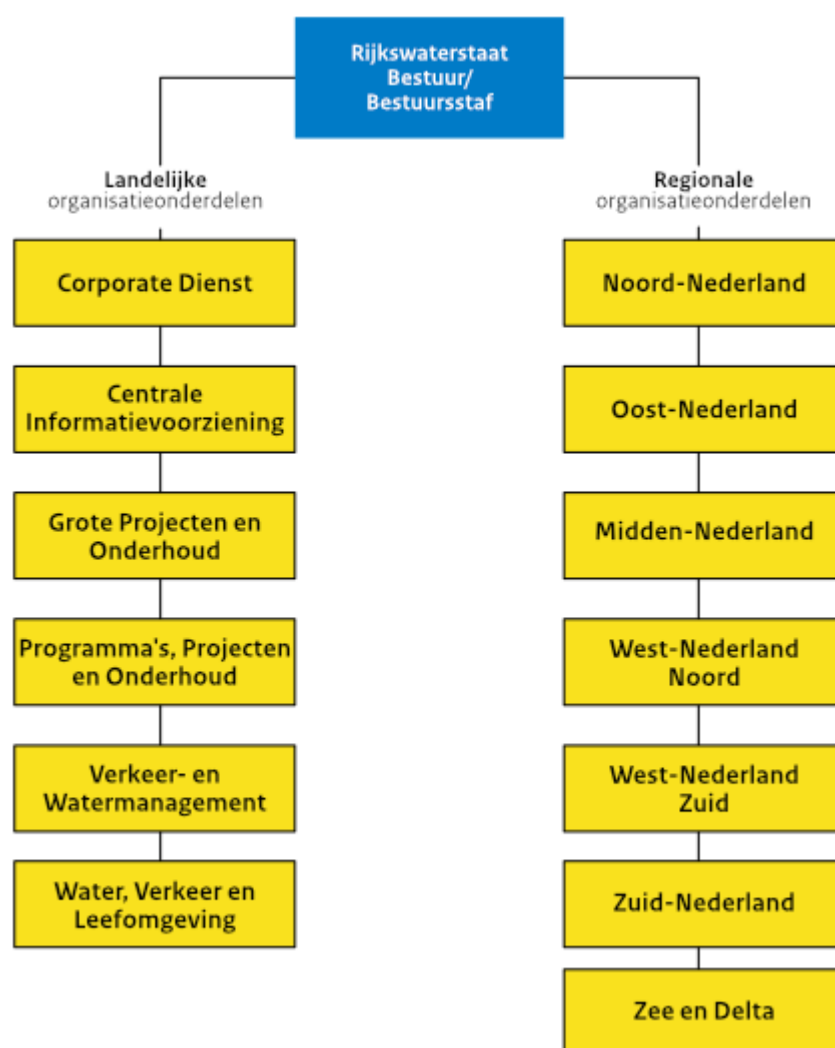
Development Services Department

The Development Services Department (*directie Ontwikkeling Services*; OSR) is responsible for information provision services, including renovations and the major renewal programmes, within the established frameworks and using generic building blocks. OSR provides automated data and information services through applications. In addition, by developing and managing these services, OSR effectively arranges for the integration of data and IT into comprehensive information provision.

Rijkswaterstaat

RWS CIV is a national organisational unit of Rijkswaterstaat. Rijkswaterstaat is the implementing organisation of the Ministry of Infrastructure and Water Management. Rijkswaterstaat manages and develops the motorways, waterways and bodies of water and is committed to a sustainable living environment. Together with other parties, RWS works to create a country that is protected against flooding, where there is sufficient green space, an adequate supply of clean water, and where we can travel quickly and safely from point A to point B. Working together for a safe, liveable and accessible Netherlands. That is that Rijkswaterstaat stands for. For more information, please see www.rijkswaterstaat.nl.

Rijkswaterstaat's organisation can be diagrammed as follows:



1.2 Reason for this tender

There are several radar installations in the Waddenzee and in the central Netherlands region as part of Rijkswaterstaat's VTS chain. The radar installations of the Waddenzee are used for the Brandaris VTS area traffic control centre in Terschelling and the Schiermonnikoog sea traffic control centre. Images from the radar installations in Terschelling and Schiermonnikoog are also used by the coast guard to carry out Search and Rescue (SAR) operations and enforcement tasks. The radar installations of traffic control centre Wijk bij Duurstede are used for controlling incoming traffic from the Amsterdam-Rhine Canal.

The primary purpose of these installations is to guide shipping traffic smoothly and safely across the Waddenzee, through the coastal inlets and in the Amsterdam-Rhine Canal. In addition, the coastguard also uses the images from these radar installations for their operations.

The aim of this project is to supply the nautical sensors for the complete replacement of the current radar installations that are now end-of-life in the Waddenzee region and along the Amsterdam-Rhine Canal in accordance with the

established requirements. This is a normal, scheduled replacement, and no functional/software changes to the VTS system are expected.

1.3 Market consultation

On 20 April 2023, the Market Consultation for the supply of radar sensors for the Wadden Islands and Wijk bij Duurstede was published on TenderNed. Through the market consultation, RWS intended:

- a) to obtain insight into the actual feasibility of the project and the preconditions under which the project can be carried out;
- b) to obtain input regarding the procurement/tender strategy and tender documents (get new ideas, test existing ones);
- c) to involve the market in the project at an early stage to best tailor the tender documents to the market situation.
- d) to assess the interest and capabilities of market parties to perform or complete the contract;
- e) to assess the size of the market in terms of qualified contractors/suppliers, in relation to the scope of the requested service.

The results of this market consultation are as follows:

- The contract is tendered by individual lots;
- Various technical customer requirements are included as wishes;
- Changes have been made to the suitability requirements and award criteria.

Market parties can download the final report of the Market Consultation from TenderNed.

1.4 Schedule

The schedule below applies to this procurement procedure.

October 23 rd 2023	Publication of the announcement of the contract, start of tender period
November 20 th 2023 before 14:00	Deadline for the Tenderer to ask questions regarding this Descriptive Document and for the Tenderer to submit text proposals for the draft Agreement (including ARBIT-2022)
December 1 st 2023	Publication of Summary of Additional Information
December 18 th 2023 before 14:00	Deadline for submission and receipt of Tender Bids
Between December 18 th 2023 and February 1 st 2024	Assessment of Tender Bids
February 2 nd 2024	Dispatch of the announcement of the award decision
February 23 rd 2024	Deadline for seeking preliminary relief regarding the announcement of the award decision
After successful completion of OSD	Award of contract

If circumstances so warrant in Rijkswaterstaat's opinion, it may change the aforementioned deadline(s). In that event, the new deadline(s) will be announced in a timely manner. The schedule in TenderNed will be considered valid.

2. Terms of reference

This chapter includes information regarding the contract. In determining the contract, Rijkswaterstaat considered the scope and complexity of the contract, the number of potential tenderers, the transaction costs and the nature of the market.

2.1 Description and purpose of the contract

The purpose of this contract is to supply various radar sensors for the purpose of replacing the existing sensors on the Wadden Islands and along the Amsterdam-Rhine Canal.

In scope

The scope of this tender is as follows:

- The supply of 18 radar sensors in three categories (IALA Standard, IALA Advanced and various gap fillers);
 - 4 IALA radar systems with Advanced capabilities (hereinafter category A radar systems) for the Wadden Islands (including one spare sensor);
 - 9 IALA radar systems with Standard capabilities (hereinafter category B radar systems) for the Amsterdam-Rhine Canal;
 - 5 gap fillers (hereinafter category C radar systems) for the Amsterdam Rhine Canal.
- Transport to the sites where the radar sensors are to be installed.
- Options and revision clauses:
 - For both lots:*
 - installation and integration support, settlement based on actual use.
 - For lot A only:*
 - From a recent study, it has been found that adjustments may need to be made to the dome of the lighthouse on Terschelling for the installation of an IALA Advanced radar. Since it is not yet clear when these adjustments can be implemented, the delivery of the radar for this lighthouse is being requested as optional.
 - It is possible that the lighthouses on Texel and Ameland will be refurbished so that a turning unit can be installed in the domes of those lighthouses. At this time, it is not clear if and when that refurbishment will take place. If the refurbishment goes ahead, then the Contracting Authority may seek offers from the contractor for a different turning unit for these lighthouses.
 - For lot B only:*
 - The supply of an additional transceiver and turning unit for the category B radar systems;
 - The supply of an additional spare category C radar system;
 - The installation of a redundant category B radar system at the Wijk bij Duurstede traffic control station.

Out of scope

Installation at the sites and integration of the sensors into the VTS system of Rijkswaterstaat to be performed by contractors of LUV-VTS.

2.2 Lots

The tender is divided into the following lots:

Lot A: Radar systems for the Wadden Islands

Lot B: Radar systems for the Amsterdam-Rhine Canal

A Tenderer may tender for multiple lots and be awarded one or more lots.

2.3 Term of the Agreement

The Client intends to enter into an Agreement for the supply of various radar systems.

The current delivery schedule of the radar systems is as follows:

Year	Lot A	Lot B
2024	No radar systems	No radar systems
2025	3 radar systems	
2026	1 radar system (+1 optional)	7 radar systems (+1 optional)
2027		7 radar systems

The Client wishes to enter into an Agreement with one Tenderer per lot.

2.4 Scope of the contract

Rijkswaterstaat assumes a contract scope of 20 radar systems (including options), including associated additional work, divided into two lots. Rijkswaterstaat estimates the contract at EUR 8,641,140, excluding VAT.

The estimate per lot, excluding VAT, is as follows:

Lot 1: EUR 3,391,140

Lot 2: EUR 5,250,000

This Descriptive Document was prepared based on current knowledge and insights.

3. Requirements regarding the contract

This chapter includes the requirements Rijkswaterstaat stipulates for the requested supplies.

By submitting a Tender Bid, accompanied by the "Statement of Agreement" (*Akkoordverklaring*) Appendix, the Tenderer expressly agrees to all the requirements and conditions set out in this chapter or the appendices referred to herein and declares that it will continue to comply with them throughout the performance period of the Agreement entered into with it.

3.1 Requirements regarding the contract

The requirements regarding the contract are set out in the appendices "Tender Specification Requirements" (*Vraagspecificatie Eisen*) and "Tender Specification Procedure" (*Vraagspecificatie Proces*).

3.2 Requirements regarding data protection

Security is an integral part of Rijkswaterstaat's Information Provision and the goal is to ensure the availability, integrity, confidentiality and verifiability of the Information Provision. Information Provision is defined as all of the resources, data sets and organisational systems that serve to provide information. The Government Information Security Baseline (*Baseline Informatiebeveiliging Overheid*) prescribes the basic level of information security for the central government. The Government Information Security Baseline provides a single system of standards for the security of the Government's Information Provision (*Informatievoorziening*).

The requirements regarding data protection are included in the tender specification.

4. Requirements regarding the Tenderer

This chapter includes the requirements that Rijkswaterstaat sets for determining whether a Tenderer is capable of performing the Agreement. Grounds for Exclusion and Suitability Requirements are used for this purpose.

Through the "European Single Procurement Document", the Tenderer indicates whether or not the Grounds for Exclusion apply to it and whether it satisfies the Suitability Requirements.

4.1 Grounds for Exclusion

Rijkswaterstaat will exclude a Tenderer if one or more grounds for exclusion apply to the Tenderer, unless Rijkswaterstaat opts to admit the Tenderer to the tendering procedure on the basis of Articles 2.86a, 2.87a or 2.88 of the Procurement Act.

The "European Single Procurement Document" Appendix lists the mandatory grounds for exclusion and the optional grounds for exclusion declared applicable by Rijkswaterstaat.

For the purposes of the "Serious professional error" exclusion ground, an ACM fine is in any event considered a serious professional error, or an indication thereof.

The following supporting documents are requested for verification (may be submitted when submitting the tender bid, but do not have to be provided until requested by RWS):

- Certificate of Conduct for Procurement
- Payment history report regarding performance of tax obligations from the Tax and Customs Administration

PLEASE NOTE: it is important to take the time required for processing of requests for a Certificate of Conduct for Procurement and Payment history report regarding performance of tax obligations from the Tax and Customs Administration into account.

The Tenderer is responsible for ensuring that the Certificate of Conduct for Procurement and Payment history report regarding performance of tax obligations from the Tax and Customs Administration is applied for in time to be able to meet the submission deadline. (If one or more third parties are engaged, a Certificate of Conduct for Procurement and Payment history report regarding performance of tax obligations from the Tax and Customs Administration must also be submitted for these third parties). On the deadline for receipt of the Tender Bids, the Certificate of Conduct for Procurement may not be older than two years and the Payment history report regarding performance of tax obligations from the Tax and Customs Administration may not be older than six months.

For foreign Tenderers, if there is no equivalent certificate in the country where a foreign company has its registered office it may make a sworn or solemn declaration before a competent judicial or administrative authority, a civil-law notary, or a competent professional body of that country and submit it to Rijkswaterstaat.

4.2 Insider information and conflicts of interest

The guidelines of Rijkswaterstaat to prevent insider information and conflicts of interest, as included in the "Policy Document on Separation of Interests" Appendix, and the "Policy against conflicts of interest in tendering" dated 14 September 2007, apply in full to this procurement procedure.

If a Tenderer is or was involved in the preparation of the contract, insider information and/or a conflict of interest is presumed to exist. Rijkswaterstaat will give the Tenderer the opportunity to rebut this presumption, to Rijkswaterstaat's satisfaction, and to demonstrate that fair competition is not harmed by the current

or previous involvement. A business owner may be excluded from participating in the procurement procedure if the aforementioned presumption is not rebutted.

4.3 Suitability Requirements

This section contains the suitability requirements set for the Tenderer. The Tenderer must satisfy these requirements. If not, the Tender Bid will be disregarded.

By means of the "European Single Procurement Document" Appendix, the Tenderer declares that it satisfies the Suitability Requirements as set out in this section of the Descriptive Document and will continue to satisfy them during the term of the Agreement.

4.3.1 Technical and professional competence

Rijkswaterstaat has set the following requirements for testing technical and professional competence.

4.3.1.1 Core competences

Rijkswaterstaat has established the following core competences regarding experience in key areas of the contract.

Core competence 1: supply of radar systems

Core competency 1 has the following elements that are included in the assessment:

For lot 1:

- *The Tenderer must demonstrate that in the period of three years before the date of this tender (being the publication date on TenderNed), it has carried out one reference project in a professional and correct manner and in accordance with its client's requirements, demonstrating its expertise and experience in supplying radar systems.¹*

Core competence 1 should be demonstrated through:

- *Reference*

The Tenderer must have performed one reference contract per core competency listed above that satisfies the following requirements:

- The subject of the reference assignment must be equivalent to the relevant core competency.

The reference contract must have been performed or completed within the past three years before the publication date of this tender on TenderNed.

If a contract is used that has not yet been completed in full, only the actual results of the current agreement may be stated. Forecasts of results will not be considered sufficient.

The reference contract must have been performed properly in terms of both the method of execution and the result. Not only the end result, but also the method of execution is relevant.

Multiple references are allowed only if these references complement each other to demonstrate the relevant core competence as a whole, but no more than two reference contracts may be submitted

¹ For the purpose of assessing this suitability requirement, the term radar system is used as follows: at least two of the three elements of a radar system, being transceiver, turning unit and radar beam.

for this purpose.

For each reference contract, why the reference(s) is relevant to the current contract must be substantiated. This must include:

- Which core competences or parts of core competences are covered.
- A description of work performed and results achieved by the business owner.
- The reference contract must at least represent a value of: €500,000 (excluding VAT)

This reference contract value must cover only the parts equivalent to the supply requested in the tender. In case of a series of separate but very similar contracts performed for the same client within the reference period, the turnover of those contracts may be added together.

The following supporting documents are requested for verification purposes (provide upon submitting the Tender Bid)

- "References" Appendix

The Tenderer must use the "References" Appendix for every reference contract. If one reference demonstrates multiple core competences that satisfy the requirements set, the Tenderer may use the same reference for those core competences.

The references must also show that the contract in question satisfies the minimum value requirement.

By submitting a reference, the Tenderer authorises Rijkswaterstaat to check references for accuracy and to contact one or more referees without the mediation and/or consent of the Tenderer.

4.3.1.2 Quality management

The Tenderer must use a quality management system that satisfies the NEN-EN-ISO 9001 standard that applies for the performance of the contract. The Tenderer must therefore use a quality management system that satisfies with the NEN-EN-ISO 9001 standard with a scope of application that covers the subject of this tender.

The following supporting documents are requested for verification purposes (provide upon submitting the Tender Bid)

The Tenderer must demonstrate this by:

submitting a copy of a valid NEN-EN-ISO 9001 certificate issued by conformity assessment bodies that comply with the European standards series for certification;

OR

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

OR

other supporting documents regarding equivalent quality management measures if the Tenderer is unable to acquire the certificate within the deadlines set for reasons beyond its control. The Tenderer must prove that the proposed quality control measures comply with the NEN-EN-ISO 9001 quality standard through an audit report.

5. Award criteria

This chapter includes the award criteria, which are the criteria on the basis of which a Tender Bid will be assessed. The Tenderer must take the requirements set in chapter 3 into account in its Tender Bid.

The criterion for awarding the Agreement is the “economically most advantageous tender bid with the best price/quality ratio” (hereinafter: Best Price/Quality Ratio).

The Tenderer must attach the elaboration regarding the Best Price/Quality Ratio criteria to the Tender Bid in TenderNed.

5.1 Best Price/Quality Ratio criteria

The criteria referred to in Section 5.2 will be used to assess which Tenderer has submitted the Tender Bid with the Best Price/Quality Ratio. The detailed explanations of these criteria are provided in the “Table of Best Price/Quality Ratio criteria”.

For each lot, the “Best Price/Quality Ratio calculation sheet” included in Section 6.4.1 lists the maximum quality value that can be assigned to each criterion. The calculation result of the calculation sheet is the “Notional tender price”. This price is arrived at by deducting the “Total quality value” from the tender price. The tender bid that involves the lowest notional tender price on the basis of this calculation sheet is the tender bid with the Best Price/Quality Ratio.

If two or more tender bids share the lowest notional tender price, the tender bid with the highest total quality value is the tender bid with the Best Price/Quality Ratio.

5.2 Best Price/Quality Ratio criterion regarding quality

The Best Price/Quality Ratio criterion regarding quality is divided into quality criteria.

Table of Best Price/Quality Ratio criteria

Criterion	Points of attention	Contracting Authority’s objective
K1 – Wishes for radar systems	- The degree to which the requirements described in the tender specifications are satisfied.	Selecting radar systems with maximum value for the contracting authority.

K2 – Mitigating the contracting authority's risks in installation and integration	- Description of key risks of the contracting authority in installing and integrating radar systems; - Description of the management measures taken by the contractor as part of its tender bid and their effectiveness; - The manner in which the contractor will contribute to successfully mitigating the risks described.	One of the main risks is the risk of the radar units offered not being integratable into Rijkswaterstaat's VTS system because of a break between the purchase and the installation/integration of the radar systems. The objective of this quality criterion is to mitigate risks born by the contracting authority regarding the installation and integration of the radar systems supplied.
K3 – Just-in-time supply	- The manner in which it is ensured that sensors can be supplied at the right time. - The ability to meet delivery deadlines, including measures for unforeseen circumstances. - Flexibility regarding changes, including in the event of major changes, in the schedule of installation moments	Installation and integration are to be carried out by the contractor for the LUV-VTS project, which means that supply and installation/integration must be coordinated well. In this regard, there is a risk of delays in the schedule of installation/integration times. The objective of this quality criterion is to ensure timely supply of the radar systems.
K4 - Sustainability	- Energy consumption of the radar units offered, including measures to improve this; - Use of environmentally friendly materials and manufacturing methods; - Measures to promote the reuse the existing radar systems and the radar systems to be delivered, or parts thereof.	In terms of sustainability, the Contracting Authority has defined two aspects that offer potential for this contract, being energy consumption and use/reuse of materials. The objective of this quality criterion is to promote sustainability regarding energy consumption and materials in the supply and operation of the radar systems.

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The Tenderer must describe its implementation of the quality criteria with such detail and clarity that Rijkswaterstaat will be able to assess whether the performance to be rendered by the Tenderer is in line with Rijkswaterstaat’s contract.

5.3 Best Price/Quality Ratio criterion regarding price

For the purpose of an objective assessment of the tender bids, it was decided to prescribe a format (see the "Price Form" Appendix). This format is mandatory and must be followed by the Tenderer.

The tender price is arrived at by multiplying the numbers and notional quantities in the price form by the corresponding price per unit.

The completion of the financial offer must satisfy the following requirements.

- All prices and fees must be in euros, excluding VAT and fixed for the first year after the tender date;
- After the first year, the prices may be indexed based on the indexation clause in the agreement;
- The prices and rates include all costs required to complete the contract. This includes costs for project management, development costs, transport costs, insurance costs, travel and accommodation costs, all administrative and office costs and all further additional costs and charges;
- The Tenderer must quote the prices and rates of its financial offer only in the prepared format and not in other documents.

6. Assessment

This chapter explains the assessment.

Assessment instructions will have been prepared prior to the opening of the Tender Bids. These assessment instructions are an internal Rijkswaterstaat document and will not be made available to the Tenderers. The information relevant to the Tenderers is set out in this Descriptive Document.

Rijkswaterstaat bases its assessment on expert opinions. This entails that experts will form professional opinions based on their own knowledge and expertise. To ensure objectivity, assessment teams or subteams are composed in such a way that all relevant disciplines are represented in them. In this respect, for each part of the assessment, at least three persons with the necessary expertise will sit on the assessment team or subteam, except for quality criterion K1, which will be assessed by two persons.

6.1 Assessment of completeness and validity of Tender Bid

On the basis of the documents provided with the Tender Bid, Rijkswaterstaat will assess whether the Tender Bid satisfies all the conditions and requirements set out in this document.

The Tenderer may be excluded from further participation in this procurement procedure and the Tender Bid will not be evaluated further if the conditions and requirements are not satisfied, unless a remedy is permitted within the limits of procurement law.

6.2 Assessment of the grounds for exclusion and suitability

Grounds for Exclusion

Rijkswaterstaat will exclude a Tenderer if one or more grounds for exclusion apply to the Tenderer, unless Rijkswaterstaat nevertheless admits the Tenderer to the tendering procedure on the basis of Articles 2.86a, 2.87a or 2.88 of the Procurement Act. For more information, see chapter 4.

Suitability Requirements

The assessors will first assess the tender bids separately in accordance with the instructions included in the assessment instruction. Following this, the assessors will discuss the Tender Bids jointly in order to arrive at a carefully considered assessment by consensus.

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

6.3 Assessment based on the requirements of the contract

Tender Bids that do not satisfy the requirements of the contract will be excluded from further participation in the tender.

6.4 Assessment based on the award criteria

The Tender Bids that are not excluded will be assessed on the basis of the Best Price/Quality Ratio criteria (see chapter 5). The Economically most advantageous Tender Bid is the Tender Bid with the lowest notional tender price.

Assessment based on the Best Price/Quality Ratio criterion regarding quality

Each assessor will first assess the tender bids separately in accordance with the instructions included in the assessment instruction. Following this, the assessors will discuss the Tender Bids jointly to assign one carefully considered score for each scoring element by consensus.

If consensus cannot be reached for a scoring element, the arithmetic average of the scores awarded separately by the members will be determined and used as the score by consensus for that scoring element.

If more pages than the maximum number of pages are submitted, only the pages from the first page up to the maximum number of pages permitted will be assessed for the relevant criterion.

Determination of the score per quality criterion:

An assessment score is given for each criterion and subcriterion for which the maximum quality score has been made visible. The maximum quality score is assigned for an assessment score of 3. The relationship between "Assessment Score" and "Quality Value Achieved" is detailed in the table below. This table provides an overview of the assessment scores with the relevant quality scores. The table below describes the valuation associated with a particular score.

Assessment Score	Valuation	% of maximum quality score
0	The Tenderer does not address or only barely addresses the requested concerns in a substantive, relevant and applicable manner.	0
1	The quality of the elaboration is limited. The Tenderer only partially addresses the requested concerns in a substantive, relevant and applicable manner. The elaboration has limited substantiation and relates to some extent to Rijkswaterstaat's contract. The elaboration conforms to the quality criterion to a limited extent.	25
2	The quality of the elaboration is good. The Tenderer addresses the requested concerns in a substantive, relevant and applicable manner. The elaboration is properly substantiated and clearly relates to Rijkswaterstaat's contract. The elaboration conforms to the quality criterion well.	60
3	The quality of the elaboration is very high. The Tenderer addresses the requested concerns very well in a substantive, relevant and applicable manner. The elaboration is substantiated very well and relates excellently Rijkswaterstaat's contract. The elaboration conforms to the quality criterion very well and exceeds expectations.	100

Determination of the score for the Best Price/Quality Ratio criterion regarding quality:
The scores achieved on all quality criteria added together results in the total quality score.

6.4.1 Determination of notional tender price

The total quality score is deducted from the Tender Price. The Tenderer with the lowest notional tender price is eligible for the award.

If two or more Tenderers have achieved an equal total final score and this results in Rijkswaterstaat having to award contracts to more than the desired number of Tenderers, then the Tenderer to which the contract will be awarded will be decided by random drawing.

Best Price/Quality Ratio calculation sheet for Lot A

Criterion	Maximum quality score (EUR)	Assessment score	Quality score achieved (EUR)	Totals (EUR)
1 Wishes for radar system	500.000,-			
2 Mitigating the contracting authority's risks in installation and integration	340.000,-			
3 Just-in-time supply	500.000,-			
4 Sustainability	340.000,-			
Total quality score				
Tender price				
Notional tender price (Total amount of the tender price less total quality score)				

Best Price/Quality Ratio calculation sheet for Lot B

Criterion	Maximum quality score (EUR)	Assessment score	Quality score achieved (EUR)	Totals (EUR)
1 Radar system wishes	220.000,-			
2 Mitigating the contracting authority's risks in installation and integration	500.000,-			
3 Just-in-time supply	750.000,-			
4 Sustainability	500.000,-			
Total quality score				
Tender price				
Notional tender price (Total amount of the tender price less total quality score)				

6.5 Assessment of supporting documents

This Descriptive Document indicates which supporting documents must be submitted immediately upon submitting the Tender Bid. The other supporting documents need to be submitted only after Rijkswaterstaat requests their submission. However the Tenderer may also submit all supporting documents immediately with its Tender Bid.

Rijkswaterstaat will request supporting documents not yet submitted from the Tenderer eligible for award prior to the announcement of the award decision. If Rijkswaterstaat considers it necessary to ensure that the procedure proceeds properly, Rijkswaterstaat may request the supporting documents from all Tenderers at an earlier stage.

The supporting documents must demonstrate that the Tenderer actually satisfies the provisions of the "Single Procurement Document" and the Tender Bid.

7. Tender procedure, requirements and conditions

This section sets out the tendering process, requirements and conditions applicable to this tendering procedure. Failure to comply with the tendering procedure, requirements and conditions may result in the Tender Bid being rejected.

7.1 Statement of agreement

By submitting a Tender Bid, accompanied by the "Statement of Agreement" Appendix, the Tenderer expressly agrees to all requirements, demands and conditions stipulated in this Descriptive Document. A Tender Bid subject to conditions is not allowed. If the "Statement of Agreement" Appendix or the valid signature in the "Statement of Agreement" Appendix is absent, this will lead to the rejection of the Tender.

7.2 Schedule

The diagram in Section 1.4. includes the schedule.

7.3 TenderNed

The tender procedure will be conducted electronically through TenderNed: www.tenderned.nl. All tender documents can be downloaded from TenderNed.

To participate in the procurement procedure, a contractor must be registered with TenderNed. For every Dutch company registered with the Chamber of Commerce, *eHerkenning* is required to register and login. The Tendered will bear the consequences of failing to apply for *eHerkenning* or failing to do so on time. The "TenderNed Conditions of Use" apply.

A Tenderer is expected to have all the necessary knowledge to be able to correctly complete a procurement procedure in TenderNed. Use of TenderNed is at the business owner's expense and risk, subject to the provisions of Section 7.11.

All communication relating to this tender procedure will proceed through TenderNed, unless specified otherwise. Tenderers are not permitted to maintain contact or ask questions in the context of this procurement procedure other than through TenderNed. If communication cannot take place through TenderNed, the Tenderer may contact the contact person below:

Siem Doeze Jager, siem.doezejager@rws.nl with a cc. to inkoopcentrum-iv@rws.nl.

Tenderers are not permitted to directly approach anyone other than the contact person referred to above regarding this tender.

For questions related to TenderNed's functionality or technology, the Tenderer may contact TenderNed's service desk. Tenderer may also consult the TenderNed website: [TenderNed for companies](#).

7.4 Questions, enquiries and complaints

Questions and enquiries

During the procedure, the Tenderer can ask questions through TenderNed. Questions may be asked, for example, regarding ambiguities, contradictions or inaccuracies. Questions must be submitted through the "questions and answers" feature in TenderNed. Questions must be worded clearly and reference the section of this document and/or the appendix to which the question relates, and may offer suggestions for corrections. All questions will be answered anonymously. The deadline for submitting questions is included in the schedule, but Rijkswaterstaat encourages Tenderers to submit questions as soon as possible. Rijkswaterstaat will answer questions as soon as possible. In any case, all questions asked will be answered at least 10 calendar days before the deadline for submission of the Tender Bid.

Proactivity

A proactive attitude is expected from Tenderers. This means that Tenderer cannot validly invoke any imperfections or contradictions that the Tenderer did not raise within the aforementioned period when it could reasonably have done so. In that case, the Tenderer has waived its rights regarding such imperfections or inconsistencies.

Individual inquiries

A Tenderer may make a reasoned request that certain information not be disclosed to all parties involved in a procurement procedure if disclosure of such information would harm the justified economic interests of the Tenderer. The Tenderer must check the "Individual treatment" box in TenderNed and substantiate the importance of individual treatment. However, Rijkswaterstaat determines whether the Tenderer's substantiation regarding individual treatment of the question is adequate. The Tenderer may ask an individual question and Rijkswaterstaat may reject the question with reasons. In that case, the Tenderer must indicate whether it wants the question answered through a general summary of additional information or whether it withdraws the question. Individual responses are subordinate to the general Summary of Additional Information.

Answers from Rijkswaterstaat

The Summary of Additional Information forms an integral part of this Descriptive Document. Rijkswaterstaat assumes that no ambiguities exist with regard to the parts on which no questions have been asked.

Complaints Procedure

If a Tenderer disagrees with Rijkswaterstaat's response or fails to respond, it may submit a complaint to the Rijkswaterstaat's Central Complaints Desk for Tendering, using the e-mail address: klachtenmeldpunt@rws.nl.

Filing a complaint will not normally have a suspensive effect.

7.5 Term of Validity and Tender Bid

The Tender Bid submitted by the Tenderer must be valid for six months from the deadline for submission of the Tender Bid. If a Tenderer wishes to seek preliminary relief from the competent court in The Hague against the announcement of the award decision, the Tenderer's Tender Bid must in any event remain valid until four weeks after the judgment in the first instance.

7.6 Variants

In accordance with the Descriptive Document, the Tenderer may not offer a variant of a Tender Bid in addition to a Tender Bid.

7.7 Costs regarding a Tender Bid

Rijkswaterstaat will not reimburse any costs for preparing and submitting a Tender Bid, including any further information to be provided.

The Tenderer will bear any costs, damages or losses that arise or may arise from not awarding this contract to the Tenderer or to any other Tenderer.

7.8 Termination of the tender

Rijkswaterstaat reserves the right to terminate the procurement procedure in whole or in part, temporarily or permanently, until the signing of the envisaged Agreement. In such a situation, Rijkswaterstaat will consider whether the Tenderer(s) are entitled to reimbursement of any costs incurred in connection with this tender.

If the procedure is terminated, the Tenderers involved will be informed simultaneously of the reasons for the termination. If a Tenderer involved does not seek preliminary relief within 7 calendar days of dispatch of this decision, no further objections may be lodged in respect of this decision and the Tenderer will be deemed to have waived its rights in this regard.

7.9 Order of priority of documents

In the event of any inconsistencies between the Descriptive Document and the Summary of Additional Information, the Summary of Additional Information will prevail. Individual responses are subordinate to the general Summary of Additional Information.

7.10 Environmental, social and labour law obligations

The Tenderer declares that in drawing up its Tender Bid, it has taken into account its obligations in the areas of environmental, social and labour law under the law of the European Union, national law or collective bargaining agreements and under the provisions of international environmental, social and labour law listed in Annex X to Directive 2014/24/EU. By submitting the "Statement of Agreement", the Tenderer declares that it has done so.

Information on the obligations with regard to the provisions on taxation, environmental protection, occupational health and safety and working conditions applicable in the Netherlands and applicable to the Tenderer's operations during the term of the Agreement can be obtained from:

- for provisions on taxation: the Tax and Customs Administration;
- for provisions on environmental protection: the central government;
- for provisions on occupational health and safety and working conditions: the Ministry of Social Affairs and Employment.

7.11 Submission of the Tender Bid

The final date and time to submit the Tender Bid is laid down in TenderNed and is a deadline.

- The closing time for submitting Tender Bids, indicated by the digital countdown clock in TenderNed, is decisive.
- Rijkswaterstaat can only view Tender Bids after opening the digital vault in TenderNed, which can be opened only after the final submission date and time have passed. Rijkswaterstaat will only process Tender Bids found in the digital vault.
- The Tenderer bears the risk of late submission of the Tender Bid and/or submission of an incomplete Tender Bid.
- Rijkswaterstaat is neither responsible nor liable for the consequences incurred by the Tenderer due to late, incorrect or incomplete submission of a Tender Bid.

If TenderNed is inaccessible on the deadline for receipt of the Tender Bid due to a disruption at eHerkenning, in TenderNed or the electricity grid, this will be qualified as a situation of force majeure. In that event, Rijkswaterstaat may postpone the deadline for receipt of tender bids, depending on the situation and consequences. The changed deadline for receipt of Tenders will be announced under "Rectification" in TenderNed.

Opening Tender Bids

The opening of the digital vault will not be public. Rijkswaterstaat will treat the information provided by the Tenderer as confidential. The price component of the Tender Bid will not be opened until after the qualitative assessment has been completed.

7.12 Form and content of the Tender Bid

Below is an overview of all documents to be submitted in TenderNed when submitting a Tender Bid and what actions are required in that regard.

Number	Description	Action Tenderer
Appendix 1	Statement of agreement	Complete the "Statement of Agreement" Appendix, sign it by mean of a valid qualified electronic signature and attach it to the Tender Bid in TenderNed.
Appendix 2	European Single Procurement Document(s)	Complete the "European Single Procurement Document(s)" Appendix and attach it to the Tender Bid in TenderNed.
Appendix 3	Extract from professional or commercial register	Attach to the Tender Bid in TenderNed.
Appendix 4	Certificate of Conduct for Procurement	Can be attached to the Tender Bid in TenderNed. (Does not have to be provided until it is requested)
Appendix 5	Tax and Customs Administration statement	Can be attached to the Tender Bid in TenderNed. (Does not have to be provided until it is requested)

Appendix 6	References	Complete the "References" Appendix and attach it to the Tender Bid in TenderNed.
Appendix 7	Specifications of the offered radar systems	Attach to the Tender Bid in TenderNed.
Appendix 8	Proof of IALA classification	Attach to the Tender Bid in TenderNed.
Appendix 9	CAT240 sample files	Attach to the Tender Bid in TenderNed.
Appendix 10	Quality criterion K1	Complete the "K1 Additional functionalities and features of radar systems" Appendix and attach it to the Tender Bid in TenderNed.
Appendix 11	Quality criteria K2 through K4	Detail the quality criteria and attach to the Tender Bid in TenderNed.
Appendix 12	The prices/rates offered	Complete the "Price Form" Appendix for the relevant lot and attach it to the Tender Bid in TenderNed.

The Tender must satisfy the formal requirements below:

- The documents to be provided with the Tender Bid must be submitted as a PDF file in accordance with the prescribed format.
- The "Statement of Agreement" Appendix to be signed must be signed by a representative of the Tenderer duly authorised by means of a **qualified electronic** signature (PKIoverheid certificate or EU Qualified certificate).

A "qualified electronic signature" is a signature with a qualified certificate.² Such a certificate is a digital file attached to the original document. Special bodies called certification service providers issue such certificates.³

Rijkswaterstaat considers it very important that the "Statement of Agreement" is signed by a person authorised to validly represent the legal entity. Rijkswaterstaat therefore requires a qualified electronic signature because it has the most safeguards. A qualified electronic signature gives Rijkswaterstaat the utmost assurance that the signature was made by an authorised person and not someone else.

Therefore, when the professional or commercial register states that two or more persons are authorised to represent only jointly, the "Statement of Agreement" Appendix that must be validly

² Electronic signatures that satisfy 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 certificate for electronic signatures as described in Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014.

³ Member States record qualified providers of trust services in a "trusted list". Every Member State must inform the European Commission about the trusted lists. The European Commission, in turn, has compiled all trusted lists into a tool, which can easily be accessed online. Through this tool, the trusted list for each Member State can be viewed. Thus, the Tenderer can consult which certificate service providers in a Member State are considered qualified trust service providers and authorised to issue a qualified certificate. The Dutch government uses a certificate called PKIoverheid (Public Key Infrastructure). Radiocommunications Agency Netherlands checks the certification service providers.

signed will have to be signed by two or more of those persons. When the power to represent the company is subject to restrictions, these must be taken into account.

In the event of a group, an authorised representative of each member of the group must separately sign the "Statement of Agreement" Appendix in a valid manner by means of a qualified electronic signature.

7.13 European Single Procurement Document

By means of the "European Single Procurement Document" Appendix, the Tenderer declares that the mandatory and optional grounds for exclusion, as listed in Part III of the European Single Procurement Document, do not apply to it. Through Part IV of the European Single Procurement Document, the business owner also declares that it satisfies the suitability requirements set (please note that Part IV of the European Single Procurement Document uses the term selection criteria; that term refers to the suitability requirements as stated in the Procurement Act).

For the method of submitting a Tender Bid in collaboration with other companies, please see the "Submitting a Tender Bid as a group" Section and/or the "Submitting a Tender Bid while relying on the capacity of one or more third parties" Section, which indicates from whom a completed "European Single Procurement Document" must in that case be submitted with the Tender Bid.

7.14 Submitting a Tender Bid as a group

Tender Bids can be submitted independently or as a partnership (group). If two or more business owner jointly submit a Tender Bid as a group:

- each member of the group will each be jointly and severally liable for the performance of the obligations arising from the Tender Bid and the performance of the Agreement;
- each member of the group will be required complete the "European Single Procurement Document" Appendix separately, indicating among other things:
 - who the members of the group are (see Part II of "European Single Procurement Document");
 - what role the relevant member of the group has within the group;
 - who is in charge (the main contractor) of the group and acts as the responsible authorised representative. The main contractor must thus be authorised to undertake obligations for the group and act on its behalf. The main contractor is the organisation with which Rijkswaterstaat, on behalf of the group, corresponds during the term of the Agreement with regard to the progress of performance and to which Rijkswaterstaat makes payments;
- each member of the group must validly sign the "Statement of Agreement" Appendix through an authorised representative by means of a qualified electronic signature.
- each member of the group must provide, for its portion, the supporting documents requested for this tender.

7.15 Submitting a Tender Bid while relying on the capacity of one or more third parties

The Tenderer (whether a group or not) may rely on the capacity one or more third parties to demonstrate that it satisfies the suitability requirements set. In that case, the Tenderer must indicate in Part II C of the "European Single Procurement Document" for which suitability requirement(s) it relies on the capacity of the third party or parties.

The use in the references of experience of one or more third parties, or the reliance on a third party in terms of its educational and professional qualifications, is only permitted if such third parties are used in the performance of the present Agreement and the Tenderer actually has the knowledge and experience of such third parties at its disposal and will actually make use of it in the performance of the contract.

If the Tenderer does rely on the capacity of one or more third parties, a separate "European Single Procurement Document" must be submitted for each of the third parties that includes the information requested in Sections A and B of Part II and all of Part III. Each third party must sign and complete the form properly. The duly authorised representative of the third party may choose whether to sign with a qualified electronic signature or an original handwritten signature (in the latter case, the document must be scanned after signing).

Please note: this means that if one or more third parties are relied on, those third parties must each sign their "European Single Procurement Document" themselves. Tenderers are therefore not permitted to submit a subcontractor's "European Single Procurement Document" without a signature and then have a subcontractor sign or co-sign on the "Statement of Agreement" Appendix.

The supporting documents "Certificate of Conduct for Procurement" and "Payment history report regarding performance of tax obligations from the Tax and Customs Administration" are requested for verification purposes (these are not required to be submitted with the Tender Bid, but must be provided only upon request). For more information, see 4.1.

The Tenderer is fully liable for the performance of the obligations arising from the Tender Bid as well as any performance of the contract. In addition, the Tenderer is liable for the performance of the obligations of the third party or parties/subcontractor(s) engaged by it.

All completed and signed "European Single Procurement Documents" must be attached to the Tender Bid.

7.16 Once-only Tender Bid

A natural person, legal entity or company may submit only one Tender Bid, either individually or in combination with other natural persons, legal entities or companies.

Note that different Tenderers that are affiliated through a relationship of dependence (group relationship) are each allowed to participate in this procurement procedure. This is subject to the express condition that they participate in this procurement procedure as competitors. In this respect, it must be demonstrated by means of a statement that the relationship did not influence their tendering behaviour in the context of this procurement procedure and did not impede fair competition.

Rijkswaterstaat does not consider submitting Tender Bids for multiple lots as submitting multiple Tender Bids.

7.17 Communication and language

Communication with Rijkswaterstaat during the tendering process and the Tender Bid must be in Dutch and/or in English. Questions will be answered in both Dutch and in English. In case of contradictions between these answers, the Dutch answers will prevail.

7.18 General terms and conditions

Terms and conditions of delivery/payment and/or other general terms and conditions of the Tenderer or its trade association, under any title or designation whatsoever, are expressly rejected. The Agreement is governed by the General Government Terms and Conditions for IT Contracts 2022 (ARBIT 2022).

7.19 Agreement

The draft agreement and its General Terms and Conditions are included in the appendices. During the question round, Tenderers will have the opportunity to ask questions, make comments and submit substantiated text proposals.

Rijkswaterstaat is free to decide whether or not to honour the texts proposals. In the Summary of Additional Information, Rijkswaterstaat will indicate whether it accepts or rejects the proposals submitted.

7.20 Explanation and verification of the Tender Bid

Rijkswaterstaat may require the Tenderer to explain its Tender Bid in more detail and/or submit supporting documents. Rijkswaterstaat is entitled, but not obliged, to verify the accuracy of all data and statements to be submitted on the basis of the Tender Bid.

7.21 Public Administration (Probity Screening) Act

During the tender procedure, Rijkswaterstaat may make use of the Public Administration (Probity Screening) Act (*Wet Bevordering Integriteitsbeoordelingen door het Openbaar Bestuur*). One of the purposes of the Public Administration (Probity Screening) Act is to prevent the government

from unintentionally facilitating certain “criminal” activities by tendering public contracts. Rijkswaterstaat may ask the National Public Administration Probity Screening Agency for advice before making a decision on the award.

The advice that the National Public Administration Probity Screening Agency issues based on the outcome of its investigation will provide Rijkswaterstaat with support in its own substantive consideration of whether or not to award the contract to a Tenderer.

7.22 Demonstrating the suitability of the radar systems

7.22.1 Specifications to be provided

The Tenderer must provide the following specifications of the radar systems offered when submitting the Tender Bid.

For all categories:

1. Overview of fireproof materials used (VSE-210);
2. Complete materials list or overview of potentially harmful materials, including radioactive substances, materials or components (VSE-211);
3. Overview of components repairable through repair-by-replace (VSE-613);
4. Empirical figures and/or other numerical justification for an MTBF of more than one year (VSE-400);
5. Technical specifications of the implementation of the CAT240 protocol.

For categories A and B:

1. The rules applicable to passwords (VSE-301). These rules are only required to be provided if the contractor indicates that the radar system satisfies sub-requirement 1 from VSE-301;

For category A:

1. Mass of the radar system, broken down by components burdening the dome and other components (VSE-203);
2. The surface exposed to wind (VSE-203);
3. The length of the antenna beam (VSE-203);

For categories B and C:

1. The way in which problematic reflections of light are reduced (VSE-230).

If the Contracting Authority concludes that the specifications have not been submitted or are incomplete, then the Contracting Authority may offer a possibility of redress for this.

7.22.2 Proof of IALA classification

When submitting the Tender Bid, the Tenderer must provide documentation demonstrating through test results that the radar system offered satisfies the specifications of the required IALA category. This must highlight at least the following aspects from **[IALA1111]**:

- range performance, in accordance with *Table 13*;
- range separation, in accordance with *Table 15*;
- azimuth separation, in accordance with *Table 16*;

For category A:

1. The radar satisfies the specifications for IALA Advanced category (VSE-100);

For category B:

1. The radar satisfies the specifications for IALA Standard category (VSE-102);

If the Tenderer does not have documentation demonstrating the IALA classification for the components described above or if the Contracting Authority has reasonable doubt about the soundness of the results, the relevant components may be included as an additional test target during the On Site Demonstration described in Section 7.23.

7.22.3 ASTERIX sample files to be provided

When submitting the Tender Bid, the Tenderer must attach a sample file for every type of radar system offered, sourced from the type of radar system offered. Sample files should comply with

the CAT240 protocol. Sample files must contain data generated over a continuous period of about ten minutes and must include observations of targets. The Contracting Authority will verify whether the sample files comply with protocol CAT240.

If the Contracting Authority concludes that the sample files have not been attached or are not legible, then the Contracting Authority may offer a possibility of redress for this.

7.23 On Site Demonstration

After the assessment procedure has been completed fully and an award decision has been sent, Rijkswaterstaat will invite only the Tenderer that has submitted the "economically most advantageous tender" to perform an On Site Demonstration (hereinafter OSD).

Through the OSD, that Tenderer will demonstrate that the radar systems offered achieve the test targets referenced in paragraph 7.23.2. The OSD will take place within 10 weeks of dispatch of the award decision at a time and location to be agreed between the Tenderer and Contracting Authority. Rijkswaterstaat may seek assistance from an independent third party during the OSD or have Rijkswaterstaat auditors conduct an audit to assess whether all test targets have been achieved.

The outcome of the OSD may be that:

- all test targets have been demonstrated, or;
- the OSD reveals that some of the test targets cannot be demonstrated.

In the first case, Rijkswaterstaat may proceed to award the contract. In the second case, the Tenderer will be given a one-time opportunity, within a reasonable period of time, to demonstrate the achievement of all test targets that could not be demonstrated during the OSD.

If a test target cannot be demonstrated due to circumstances that cannot be attributed to the Tenderer (e.g. weather conditions required to demonstrate the test targets) and the Contracting Authority has sufficient confidence in the functionalities of the relevant radar system, then the Contracting Authority may drop the relevant test targets.

If the test targets cannot be demonstrated in a satisfactory manner, Rijkswaterstaat will terminate this OSD, disregard the Tender Bid and carry out the same procedure with the Tenderer that finished second in the assessment. This Tenderer will have to go through the same procedure as well. This process will continue until a Tender Bid fully satisfies the conditions set.

Rijkswaterstaat has the right to stop this process at any time. In that event, Rijkswaterstaat will announce how the tender process will proceed further.

7.23.1 Duties and responsibilities during the OSD

The Tenderer is responsible for the organisation, preparation, execution and reporting of the tests. The tests will take place at a test site to be determined and set up by the Tenderer. The Tenderer will coordinate the exact schedule of test execution with the Contracting Authority.

The Tenderer must provide a concise test plan for the test, specifying the tests for the test targets set by the Contracting Authority (see below). For each test target, one or more tests are described with the data below:

- Test identification;
- Test target;
- Test preparation;
- Test procedure (steps);
- Expected result;
- Evaluation criteria, including any tolerances with respect to the expected result and a concrete interpretation of the expected result under different environmental conditions, and including specifically sea state.

Multiple test targets may be combined in tests, if the Tenderer deems it more practical. The Tenderer will perform a test readiness review before the Contracting Authority visits the test location and will communicate to the Contracting Authority whether or not the OSD can take place.

The Tenderer must provide a test report after completing the tests, with the following details for each test performed:

- Test log: date, time, test identifier, result ("passed", "failed", "not completed");
- Explanation, insofar as necessary to assess result;
- Test evidence (e.g. CAT240 export files, screen dumps, log files), where applicable.

The Contracting Authority will review the test plan, be present during the tests and assesses their results.

The assumption is that it must be possible to perform all the tests in one day. The Tenderer must schedule two consecutive days for test execution, in consultation with the Contracting Authority, with the second day serving primarily for possible time overruns from the first day and retesting.

7.23.2 Test targets

The table below shows all test targets. The three columns on the right indicate the categories of radar systems to which a test target applies.

TestId	Test target (verification of...) ⁴	Cat A	Cat B	Cat C
1	Observation ⁵ at short range, 35 m - 40 m, target type 3 or smaller.		✓	✓
2	Sighting of a type 1 IALA target at maximum distance. <i>This distance may vary for each radar category. The Contractor proposes the distances to be demonstrated. The Contractor is responsible for using its own test targets, also called "targets of opportunity". The Client will approve the approach chosen if it adequately covers the test target.</i>	✓		✓
3	Sighting of a type 2 IALA target at maximum distance. <i>This distance may vary for each radar category. The Contractor proposes the distances to be demonstrated. The Contractor is responsible for using its own test targets, also called "targets of opportunity". The Client will approve the approach chosen if it adequately covers the test target.</i>	✓	✓	✓
4	Sighting of a type 4 IALA target at maximum distance. <i>This distance may vary for each radar category. The Contractor proposes the distances to be demonstrated. The Contractor is responsible for using its own test targets, also called "targets of opportunity". The Client will approve the approach chosen if it adequately covers the test target.</i>	✓	✓	✓
5	Filtering by SPS, in accordance with VSE-109. <i>The test applies to all 6 sub-requirements of VSE-109, but only to the extent that environmental conditions reasonably permit a test.</i>	✓	✓	✓
6	Communication with SNMP between the radar system and a third system, in accordance with VSE-700.	✓		
7	Sending monitoring data, in accordance with VSE-701.	✓		
8	Sending data on suspected jamming, in accordance with VSE-702 <i>Only if the Contractor has indicated that it would satisfy this wish. Real jamming is not required for the demonstration.</i>	✓		

⁴ Please note that all tests must be carried out in compliance with VSE-201 "Designated frequency space".

⁵ The "Observation" designation means an extracted plot message. The Tenderer is permitted to demonstrate this with its own plot extraction processing software.

TestId	Test target (verification of...)⁴	Cat A	Cat B	Cat C
9	Sending data regarding SART signals, in accordance with VSE-702 <i>Only if the Contractor has indicated that it would satisfy this wish. Transmission of real SART signals is not required for the test.</i>	✓		
10	Local operation, in accordance with VSE-703 <i>Only sub-requirement 1 requires operation; for the other sub-requirements, showing the functionality (menu, button, etc.) is sufficient.</i>	✓	✓	✓
11	Remote operation, in accordance with VSE-703 <i>Only sub-requirement 1 requires operation; for the other sub-requirements, showing the functionality (menu, button, etc.) is sufficient.</i>	✓	✓	✓
12	Control functions are protected through a password, in accordance with VSE-300.	✓	✓	
13	The log can only be accessed through the control interface, in accordance with VSE-305.	✓	✓	
14	The log contains log entries of recently performed actions, in accordance with VSE-304.	✓	✓	

7.24 Invalidation

If a Tender Bid is invalid, the Tenderer will be notified as soon as possible. If the Tenderer disagrees with the decision to set aside the Tender Bid, the Tenderer may seek preliminary relief from the competent civil court in The Hague within 20 calendar days from the date of dispatch of this notice. If preliminary relief is sought during the aforementioned period, the petitioner will still be included in the assessment subject to the condition that the court renders a judgment in its favour; the Contracting Authority may make this inclusion subject to further conditions.

The period referred to is an expiry period.

7.25 Notification of the award decision

All remaining Tenderers will simultaneously receive a substantiated notification of the award decision communication through TenderNed.

Standstill period

Any Tenderer or interested party who disagrees with the award decision may seek preliminary relief in this respect from the competent civil court in The Hague. Interested parties must request this within 20 calendar days after electronic dispatch of the award decision. This standstill period is also an expiry period. If the Tenderer seeks preliminary relief, the Tenderer is requested to send a copy of the summons to Rijkswaterstaat.

Pursuant to Article 2.129 of the Procurement Act, the award decision is not yet an acceptance of the Tenderer's offer. For a period of 20 calendar days after electronic dispatch of the award decision, Rijkswaterstaat is not allowed to award the contract definitively by entering into the Agreement.

If preliminary relief is sought during this period of 20 calendar days, the award of the contract will be stayed pending the judgment in preliminary relief proceedings in the first instance. The judgment will form the basis for further decision-making by Rijkswaterstaat. If preliminary relief is sought against the award decision, Rijkswaterstaat will inform the other Tenderers.

Interest in the judgment

Another Tenderer who has an interest in the judgment in preliminary relief proceedings can only litigate through third-party intervention or joinder of parties. The Tenderer cannot seek preliminary relief separately or bring any other legal proceedings.

Appendices

The following appendices form an integral part of this Descriptive Document. These were published with the Descriptive Document.

Appendix A - European Single Procurement Document Appendices
Appendix B - Policy Document on Separation of Interests
Appendix C – Statement of Agreement
Appendix D - References
Appendix E - K1 Wishes for radar systems
Appendix F – Price form
Appendix G – Draft Agreement
Appendix H - ARBIT-2022
Appendix I - “Electronic invoicing to the central government” brochure