

Purpose of this document

This document contains the English translation of answers given in the Summaries of Additional Information for the European tender in accordance with the open procedure for the supply of radar systems for the Wadden Islands and along the Amsterdam-Rhine Canal with case number 31180393.

In accordance with section 7.17 of the descriptive document, in case of contradictions between these answers and the Dutch answers on TenderNed, the Dutch answers will prevail.

#	Question	Answer (English translation)
1	What specific electrical power meters are meant? For the antenna or every component?	The VSE-614 wish applies to the turning unit.
2	In relation to the length/height of the space in Schiermonnikoog. We only have the diameter of the cylinder shaped location. What is the height?	The height of the steel L-ring is 140 mm. However, there is space for the turning unit to protrude. The distance between the turning unit and the inspection floor is 1870 mm. For clarity, the contracting party has added two drawings to the tender documents: 'Koepel Schiermonnikoog 1' and 'Koepel Schiermonnikoog 2'.
3	Are the downmast transceivers mandatory? From the wording it sounds preferred.	All radar systems for this lot must be delivered with a downmast transceiver. The antennas are mounted on top of a mast, while the transceivers are installed in facilities at the base of the mast.
4	As we read the documents, we're also responsible for finding the targets? And they will deem if they are acceptable or not? We need clarity on this, because it might lead to a significant project time risk and cost risk ¹	The Contractor is indeed responsible for the presence of targets. To increase the likelihood of actual 'targets of opportunity,' we simplify the following test objectives: The observable target for the test objective with Test ID 3 may be a target type 2 or 3 instead of just a target type 2. The observable target for the test objective with Test ID 4 may be a target type 4, 5, 6, or 7 instead of just a target type 4.
5	Onder Kerncompetenties staat "Voor perceel 1". Mag dit gelezen worden als "Voor perceel A, B" zoals aangegeven in de titel van Bijlage D Referentieverklaring (Perceel A, B)?	That is correct. A new form will be made available in the Summary of Additional Information.
6	Dit formulier hoort kennelijk bij een ander zaaknummer met meerdere percelen. Kunt u het juiste formulier aanleveren?	A new form will be made available in the Summary of Additional Information.
7	Het afdrukbereik van dit Excel formulier is ingesteld op A1:E22. Daardoor wordt bij afdrukken kolom F (die bevat inschrijvingssom) niet meegenomen. Bovendien kunnen de groene cellen ook aangepast worden en dat is mogelijk niet gewenst. Kunt u een aangepast formulier beschikbaar stellen?	A new form will be made available in the Summary of Additional Information.
8	De gele cellen in kolom C zijn beveiligd en kunnen daardoor niet ingevuld worden. Bovendien kunnen de groene cellen ook aangepast worden en dat is mogelijk niet gewenst. Kunt u een aangepast formulier beschikbaar stellen?	A new form will be made available for both lots in the Summary of Additional Information.
9	Is het juist dat op deze pagina alleen de BIJLAGE Contactpersonen genoemd dient te worden omdat die ook in paragraaf 3.1 wordt aangehaald? En zo ja, kunnen dan dus ook de pagina's 10, 12, 13 en 14 vervallen? Zo nee, kunt u een nieuwe versie van dit document beschikbaar stellen?	The Specifications and Terms and Conditions will be appended as an annex to the agreement. Pages 13 and 14 are removed.

¹ This answer was revised, see question 27.

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10	Kan dit als volgt gelezen worden: 1) dit document; 2) ARBIT-2022; 3) Beschrijvend document; 4) VSE; 5) VSP; 6) de uitgebrachte offerte (met datum en kenmerk ingevuld)?	The numbering within Article 2.2 is incorrect. The data processing agreement (item 2) has been removed from the model agreement. The remaining items are as follows: 1. This document; 2. The Terms and Conditions (ANNEX Terms and Conditions); 3. The Specifications (ANNEX Specifications); 4. The other annexes; 5. The offer submitted by the Contractor to the Contracting Authority on <date>, with reference (<reference>).
11	Is deze paragraaf wel of niet van toepassing? En indien wel, wat wordt dan bedoeld met ""?	Indeed, this paragraph is not applicable. Article 2.3 of the agreement is removed.
12	Zou u willen overwegen om de datum uiterste moment vragen stellen te wijzigen naar 1/12, de datum publicatie nota van inlichtingen te wijzigen naar 12/12 en de datum indienen inschrijvingen te wijzigen naar 29/12?	The contracting party will extend the deadlines for asking questions and submitting the tender. The new deadline for asking questions is changed to December 1st, 2023. The deadline for the publication of the Summary of Additional Information is changed to December 12th, 2023. The new deadline for submitting a tender is changed to January 10th, 2024, before 2:00 PM.
13	Wij veronderstellen redelijkerwijs dat inschrijver uitsluitend aansprakelijk wordt gesteld indien er aantoonbaar verwijtbare en directe schade optreedt. Aansprakelijkheid voor indirecte schade is uitgesloten. Kunt u dit bevestigen?	The party that culpably fails to fulfill its obligations is liable to the other party for the suffered and/or future suffered damages. Deficiencies in performance can lead to significant and often difficult-to-anticipate consequences, especially in the IT domain, in the form of consequential damages. In order to keep the risks arising from this manageable and insurable for the market, the application of the initially unlimited statutory liability regime has been waived. Instead, a scheme has been chosen that distinguishes between personal and property damage as well as resulting damages (the so-called indirect or consequential damages) and other damages. In response to your question: no, the ARBIT 2022 does not make a distinction between direct or indirect damages. Indirect damages are not excluded.
14	Wij stellen voor dat het bedrag in artikel 26.2 (van €1.250.000) per jaar is en niet per gebeurtenis. Bent u hiermee akkoord?	This is not acceptable. For personal and property damage, as well as resulting damages, which are typically covered by a Commercial General Liability Insurance (CGL), alignment has been made with the standard insured amount in the IT market of 1,250,000 euros per occurrence (see Article 29.2 ARBIT). These damages and the resulting damages (such as salary continuation in the case of personal injury and the costs of replacement equipment in the case of property damage) therefore fall under the liability limitation of clause 2.
15	In de basis accepteert Inschrijver geen boeteclausules ten aanzien van geheimhouding. Gezien de scope snappen we de behoefte. Echter, staat aanbestedende dienst ervoor open de boete te verlagen naar €10.000 per overtreding?	The contracting party does not accept this proposal.
16	In artikel 2.2 van uw concept overeenkomst stelt u dat het eerstgenoemde document prevaleert boven het	If, as a result of the Summary of Additional Information, additional amendments or clarifications are made, the

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	later genoemde document. Een nota van inlichtingen kan een aanvulling of verduidelijking geven op de concept overeenkomst en de ARBIT. Mag inschrijver ervan uitgaan dat eventuele aanvullingen/verduidelijkingen als gevolg van uw nota (s) van inlichtingen worden verwerkt in de definitieve overeenkomst? Zo nee, een verzoek uw nota(s) van inlichtingen te laten prevaleren.	agreement and/or the specifications will be adjusted accordingly.
17	De relevante IE-rechten op de (onderdelen van de) te leveren Goederen berusten hoofdzakelijk bij de fabrikant(en). Contractant zal dan ook enkel nietexclusieve gebruiksrechten op de Goederen kunnen leveren/overdragen. Wij gaan ervan uit dat dat akkoord is.	This is acceptable.
18	Een vriendelijk verzoek artikel 30.6 van de ARBIT met betrekking tot het opzegrecht wederkerig op te stellen.	This is not acceptable. The Contracting Authority, from its role and responsibility, has a significant interest in the fulfillment of the agreement. Uncertainty regarding its continuation is not fitting in this context. Only the Contracting Authority is authorized to terminate the Agreement at any time, and the Contracting Authority is not required to provide a reason for doing so. However, the written termination will still need to withstand the test of reasonableness and fairness.
19	Gezien de hoge kost van een volledig radar lijkt 10% bij levering aan de lage kant. Wij stellen voor dat 50% bij levering kan gefactureerd worden 30% bij acceptatie en 10% bij het opleveren van het protocol (het protocol zal hoofdzakelijk door de VTS leverancier moeten worden ingeregeld en niet door de radar leverancier).	It is not the case that only 10% is paid upon the delivery of a radar. - 10% of the total costs for a specific type of radar are paid after a successful System Integration Test of that particular type. - 70% of the costs per radar system are paid upon the delivery of the radar system. - The remaining 20% of the costs per radar system are paid after the acceptance of the delivery dossier of the respective radar system.
20	In de concept overeenkomst staat in tabel 7.1 volgens ons 3 maal dezelfde tekst bij invulhulp A2. Ofwel word hier het test-exemplaar bedoeld met de foute locaties ofwel is dit voor het productie exemplaar categorie 1, 2 of 3. Hierdoor is het onduidelijk wanneer een test of productie radar 100% betaald is. De verschillende cijfers lijken niet te kloppen. Mocht 7.1 alleen bedoeld zijn voor het test-exemplaar dan ontbreekt nog het overzicht voor het productie exemplaar. Wij stellen voor 10% bij levering documentatie, 90% bij levering.	The comment is correct. When the agreement is finalized, it will be made specific to each lot. In this draft agreement, the second line and second column corresponding to A2 should have actually stated: "The Compensation for the delivered production unit of IALA Standard capabilities radar systems for the Amsterdam Rijnkanaal is" and on line 3: "The Compensation for the delivered production unit of IALA Basic capabilities radar systems as gap fillers for the Amsterdam Rijnkanaal is." Regarding the question about the percentage, reference is made to the answer to the previous question (Subject 'Payment').
21	In de concept overeenkomst staat in 5.1 "Fatale levertermijnen". Worden deze termijnen in overleg vastgesteld of eenzijdig vastgelegd? Wij nemen aan dat de minimale levertermijn in de offerte kan worden opgegeven.	The critical deadlines will be determined by the Contracting Authority, as described in the Process Question Specification, section 2.3. The Contracting Authority will notify at least 12 months in advance when a radar system must be delivered. This date is the critical deadline.

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22	Wat gebeurt er met het test exemplaar? Wordt dit nadien in productie genomen of is dit een extra exemplaar?	The Contracting Authority assumes that this question pertains to the test unit for the Site Integration Test (SIT). The test unit does not need to be delivered to Rijkswaterstaat. If a (subcontractor of the) Bidder does not have a test unit, the first unit delivered to the Contracting Authority can be used. In the latter case, the date of delivery to the final location is considered the start date of the warranty period.
23	De FAT waarvan sprake is zal in de fabriek van de leverancier worden doorgevoerd. De verplaatsingskosten van de aanbesteder moeten niet worden voorzien in de offerte. Klopt dit ?	The Factory Acceptance Test (FAT) is to be conducted per radar system by the contractor (or its subcontractor). The Contracting Authority will generally not be present during the test. Any relocation costs incurred by the Contracting Authority will not be passed on to you.
24	In het beschrijven document, in 7.23 staat dat de OSD al na 10 weken plaatsvindt. Wat als de radar niet binnen de 10 weken leverbaar is ? Kunnen we hier als alternatief: "zo snel mogelijk na 10 weken (in onderling overleg)" voor suggereren ?	The Contracting Authority will not adjust this deadline for now. The contract is only granted after the successful completion of the On Site Demonstration (OSD). Postponing this deadline would consequently mean a shift in the contract awarding. It is not necessary to specifically produce a radar system for the OSD. An available unit at a test location or with a contractor can be utilized. The purpose of the OSD is to build sufficient confidence in the functionalities of the offered radar systems for the purpose of awarding. If the specific version of the radar system is not yet available due to technical developments, or if the combination of specific components of the radar system is not yet available, discussions with the Contracting Authority can explore how the OSD is conducted. For example, testing a predecessor of the offered type may be considered. In such cases, the Bidder must demonstrate convincingly (e.g., through specifications or reports) that the new radar meets the specified requirements.
25	In de toelichting van eis VSE-201 wordt beschreven dat de frequentieruimte mogelijk wordt uitgebreid. Ondertussen heeft Aanbesteder uitsluitel gekregen over de beschikbare frequentieruimte en kan de frequentieruimte worden uitgebreid.	The requirement text of requirement VSE-201 is modified for both lots to: "The radar system must limit the transmission of radio waves to the frequency range designated to RWS, from 9.2 GHz to 9.5 GHz." For radars in close proximity to buildings of the Ministry of Justice and Security, such as the penitentiary institution in Nieuwegein, the original frequency range of 9.3 GHz to 9.5 GHz applies.
26	Aanbesteder heeft geconstateerd dat er een tekst is weggevallen aan het eind van paragraaf 5.2	At the end of section 5.2, the following text is added: "The qualitative elaboration of quality criteria K2 to K4 must be submitted per lot within a maximum of two (2) A4 pages (font: Verdana, font size: 9, line spacing: at least 12, margins: 2.5 cm top and bottom, and 3 cm left and right) per quality criterion."
27	Er is per ongeluk een verkeerd antwoord gegeven op de vraag met referentienummer 4: "It is our understanding that we need to check many different settings and configurations, including different weather situations, which could lead to a long process during the OSD (on site demonstration). It states that 1 maximum 2 days should be set aside for testing. Do	The correct answer to the question is as follows: The Contractor is indeed responsible for the presence of targets. To increase the likelihood of actual 'targets of opportunity', we simplify the following test objectives: The observable target for the test objective with Test ID 3 may be a target type 2 or 3 instead of just a target type 2.

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	we need to foresee more days or how do you wish to handle this ?"	The observable target for the test objective with Test ID 4 may be a target type 4, 5, 6, or 7 instead of just a target type 4.
28	It is our understanding that we need to check many different settings and configurations, including different weather situations, which could lead to a long process during the OSD (on site demonstration). It states that 1 maximum 2 days should be set aside for testing. Do we need to foresee more days or how do you wish to handle this ?	The test objectives with test IDs 1 through 4 in section 7.23.2 of the Descriptive Document each lead to 1 test case. Depending on the radar system category, this involves 3 or 4 tests for test objectives 1 through 4. The test results will be assessed according to the specifications in the IALA standard, given the weather conditions (rainfall, wave height) as they are at the time of the test execution. For the remaining test objectives, the effort is expected to be minimal. We anticipate that all OSD tests can be conducted within two days, but a limited longer duration is acceptable.
29	From VSE-203: The weight mentioned, does that include the entire radar system, with transceiver, ACU, Antenna, etc.?	The mentioned mass refers to all components that load the dome, as explained in the clarification provided for the requirement.
30	Wij stellen voor dat de aansprakelijkheid, zoals bedoeld in artikel 26.3 van de ARBIT, beperkt is tot een bedrag van €100.000 per gebeurtenis, met een maximum van twee gebeurtenissen per jaar. De betekenis van Vergoeding in deze context is onduidelijk, omdat het gaat om 18 afzonderlijke radars die niet als één geheel gezien kunnen worden. Het door ons voorgestelde bedrag is gezien de context van het contract redelijk.	Your proposal is not acceptable for the Contracting Authority. The Contracting Authority defines Compensation as the compensation for the radar system(s) to which the event relates. If something happens during the installation of a radar for which the Contractor is liable, the liability for that event is limited to four times the Compensation for the respective radar system.
31	From VSE-205: 12Bft only states 64+kts. Our equipment can handle till 107kts, but technically 64+ is not a firm requirement.	The requirement specifies that the radar systems must not only be suitable for 12 Beaufort but also suitable for the specific locations (in wind zone I according to the NEN standard mentioned in the requirement), with installation on top of the lighthouses at the specified heights.
32	Wij zijn van mening dat de huidige uitvraag aan de hand van de IALA richtlijn 1111 mogelijk niet leidt tot één op één vervanging. Hierin spelen polarisatie en elevatiebundelvorm van de antenne een belangrijke rol. Gezien de ervaringen die u over decenias heeft opgedaan is een meer specifieke uitvraag wenselijk.	"One-on-one replacement" means that the radars are to be placed at the existing locations. The Contracting Authority has chosen to specify functionally. For this reason, there are no specific technical requirements for the type of polarization and the elevation beam pattern of the antenna.
33	For two lighthouses RWS is requesting a specialized turning unit (motor and gearbox). This was not advised during the initial market survey period. Rather than designing a unique antenna unit design, would RWS consider adapting the top of the lighthouse metalwork in order to accommodate a standardized antenna?	The Contracting Authority is investigating whether the lighthouses can be adapted in time. The premise of your offer should be that the lighthouses on Texel and Ameland will not be adapted. The Contracting Authority has included an item in the annex 'Bijlage F - Prijzenformulier perceel A' for the additional or reduced costs in case the same turning unit can be used as for the other lighthouses. If it turns out that the lighthouses on Texel and Ameland can be adapted in time, this will be settled based on your offer.
34	12Bft relates to wind speeds in excess of 64knots. What is the upper limit that RWS requires? For instance, if the equipment is rated by the	The Contracting Authority will not modify this requirement. The requirement indicates that the radar systems must be suitable not only for 12 Beaufort but also for the specific

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	manufacturer 55 m/s ~ 107 knots (operational), then RWS could require windspeeds up to 100kts (i.e. something that can be tested).	locations (in wind zone I according to the NEN standard mentioned in the requirement), with installation on top of the lighthouses at the specified heights. Based on this, it is sufficiently clear what the system must comply with.
35	The on site demonstration (OSD) process might require more time than two days in order to check the many different settings and configurations, including different weather situations. How does RWS envisage providing all the different weather scenarios during this limited time?	The number of test cases is limited. Each checkmark in the table in section 7.23.2 of the Descriptive Document results in one test. The test results will be assessed according to the specifications in the IALA standard, given the weather conditions (rainfall, wave height) as they are at the time of the test execution. This means that the applicable requirements depend on the weather conditions on the day of testing.
36	The on site demonstration (OSD) process might require more time than two days in order to check the many different settings and configurations, including different weather situations. How does RWS envisage providing all the different weather scenarios during this limited time?	The number of test cases is limited. Each checkmark in the table in section 7.23.2 of the Descriptive Document corresponds to one test. The test results will be evaluated according to the specifications in the IALA standard, taking into account the weather conditions (rainfall, wave height) as they are at the time of the test execution. This implies that the applicable requirements depend on the weather conditions on the day of testing.
37	Ivm de training aan de installateur kan het noodzakelijk zijn dat deze training bij de leverancier plaatsvindt om de juiste certificatie te halen. Moeten dan ook alle kosten om de installateur te trainen opgenomen worden in de prijs (vb: verplaatsing, hotel,) of is het eerder wenselijk dat de leverancier de training op locatie voorziet? In het laatste geval nemen we aan dat laatste kosten voor de training ook opgenomen moeten worden (lokaal, lesgever, materiaal, ...).	The costs for training must be included in the Offer. The Contracting Authority prefers that training sessions take place in the Netherlands. If it is necessary to conduct training abroad, the costs (travel and accommodation) will be borne by the Contractor. The costs (travel and accommodation) for participants are limited to a maximum of four attendees. If more participants attend the training, the travel and accommodation costs for these additional participants will be covered by the Client.
38	De beantwoording van vragen 9 en 10 roept alleen maar meer vragen op. Aanname: • Bestek = BD + VSE perceel A + VSE perceel B + VSP • Voorwaarden: Bijlage H – ARBIT-2022 (deze voorwaarden vormen een integraal onderdeel van het BD en daarmee zijn ze dus al onderdeel van het Bestek) Bij vraag 9 is geantwoord: "Het Bestek en de Voorwaarden worden als bijlage toegevoegd aan de overeenkomst." De Voorwaarden (aangenomen dat hier wordt bedoeld ARBIT-2022) zitten al in het Bestek. In antwoord op vraag 10 staat: "3) het Bestek (BIJLAGE Bestek);". Hierdoor is de inhoud van "het Bestek" niet meer duidelijk.	The Contracting Authority will use the hierarchy of documents as outlined below in Article 2.2 of the agreement. Firstly, reference is made to the definition of the term "Specifications" in the ARBIT 2022 and to section 7.9 of the Descriptive Document. Definition of Specifications: "The documents provided to the Counterparty (including further explanations and modifications) in which the organization of the Client, the Performance, and the intended use by the Client are described and explained, along with the tendering procedure." Section 7.9 BD (Descriptive Document): Order of Documents: "In case of contradictions between the Descriptive Document and the Clarifications Document, the Clarifications Document takes precedence. Individual

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	In antwoord op vraag 10 staat: "4) de overige Bijlagen". Wordt hier bedoeld de bijlagen A t/m I van het BD? Die zitten al integraal in BD. Tenslotte, zeer belangrijk: De Nota(s) van Inlichtingen moeten benoemd worden met hogere rangorde dan alle overige Bestek documenten. Voorstel voor volgorde in Basisovereenkomst par 2.2: 1) dit document 2) de Voorwaarden (Bijlage H – ARBIT-2022) 3) Nota(s) van Inlichtingen 4) Beschrijvend Document 5) VSE (perceel A en perceel B) 6) VSP 7) de door Wederpartij aan...enz	answers are subordinate to the general Clarifications Document." This implies that, under item 3 below, the clarifications (the Clarifications Documents) take precedence over the rest of the components of the Specifications (Bestek). Furthermore, no specific order is mentioned among the documents that constitute part of the Specifications. If you have specific questions or if there are additional details you'd like me to address, please provide further instructions. Based on the provided information, the hierarchy of documents in Article 2.2 of the agreement is clarified as follows: 1. This document, comprising Articles 1 through 10 of the draft agreement. 2. The Terms and Conditions (Annex Conditions), referring to the ARBIT-2022. 3. The Specifications (Annex Specifications), which include the Descriptive Document along with the following appendices: - Notes of Information - Attachment B to the Descriptive Document - Summaries of Additional Information - Attachment I to the Descriptive Document - Brochure 'Electronic Invoicing to the Central Government' - Specification of Requirements, including appendices - Process Specification, including appendices 4. The other Annexes, encompassing the appendices to the agreement, excluding Conditions and Specifications (in this case, only the Contact Persons annex). 5. The offer submitted by the Contractor to the Client, with attachments.