



Descriptive Document

European call for tenders according to the public tendering procedure for the supply of Radars for water levels and wave heights

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Definitions

Contracting Authority	Rijkswaterstaat, part of the executive agency of the Ministry of Infrastructure and Water Management.
Descriptive Document Public Procurement Act	This document, including Annexes. Dutch Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>).
Most economically advantageous tender	The Tender Application that achieves the highest total final score with the best quality-cost ratio.
Suitability Requirements	The requirements laid down by the Contracting Authority for a Tenderer to determine whether a Tenderer is able to execute the public works contract.
Tenderer	The entrepreneur or entrepreneurs who has/have submitted a Tender Application or intends/intend to submit a Tender Application.
Tender Application	A tender submitted by a Tenderer with regard to this Descriptive Document.
RWS CIS	Rijkswaterstaat Central Information Service, organisation division of Rijkswaterstaat.
Summary of Additional Information and Changes	A document with the posed questions and corresponding answers in anonymised form.
Client	The State of the Netherlands, represented by the Minister of Infrastructure and Water Management, who concludes the Agreement with the Contractor on behalf of Rijkswaterstaat.
Contractor	The party with whom the Client concludes the Agreement.
Agreement	The written agreement between the Client and the Contractor setting out the conditions under which the contract is carried out.
Ground for Exclusion	A circumstance which concerns the (person of the) Tenderer itself and which may lead to exclusion of its participation in the call for tenders.
European Single Procurement Document (ESPD)	A Tenderer's Statement which includes, among other things, whether Grounds for Exclusion apply to it and whether it meets the Suitability Requirements.

Note: terms on the scope and technology are explained in the Annex 9 'Tender Specification'.

1. Introduction

This Descriptive Document contains information on the European call for tenders according to the public tendering procedure for Radars for water levels and wave heights. The procedure takes place based on the Dutch Public Procurement Act (*Aanbestedingswet*). The definitions of the Dutch Public Procurement Act therefore apply. The tendering procedure is carried out electronically online using TenderNed.

Tenderers are invited to submit a Tender Application based on this Descriptive Document.

1.1 Contracting Authority

This call for tenders is carried out by the Rijkswaterstaat Central Information Service.

Rijkswaterstaat Central Information Service

Rijkswaterstaat Central Information Service (hereafter referred to as: RWS CIS) takes care of the development and availability of data, details and information at Rijkswaterstaat. RWS CIS enables industrial automation at bridges, tunnels, national roads and other infrastructural property. In addition, RWS CIS takes care of Rijkswaterstaat's office automation services.

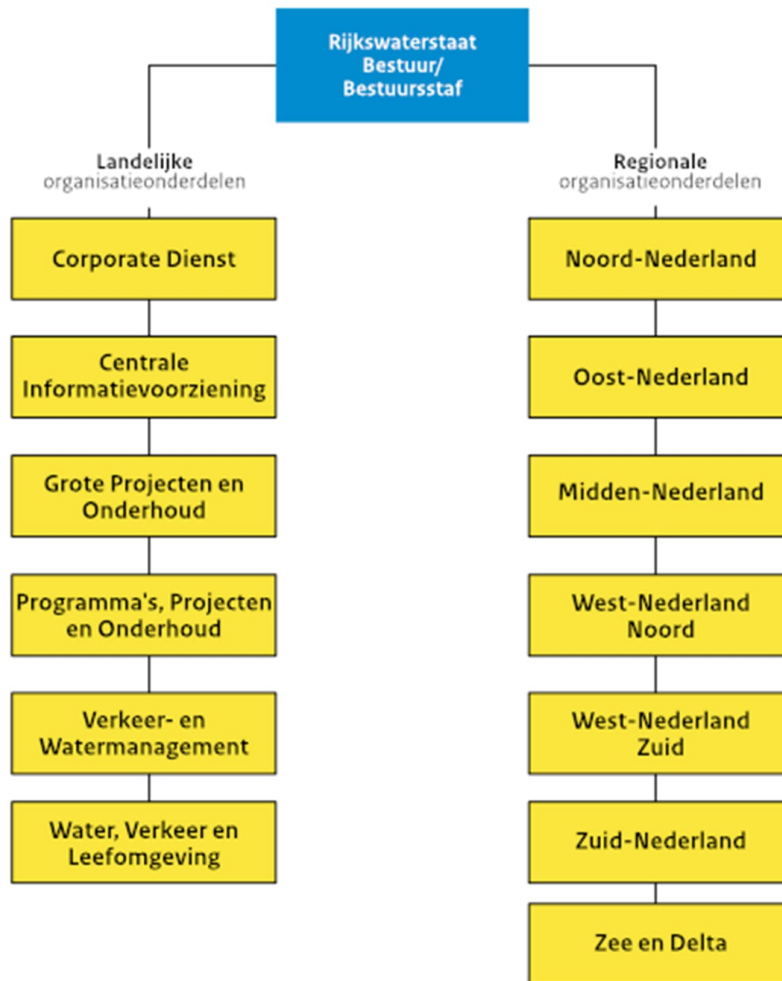
The Instruments Team within the Data Collection and Data Analysis department

The Instruments Team of the Third-Party Data Water Management Department within the Data Collection and Data Analysis department, is part of the chain for an own collection of data by RWS CIS, making use of sensors at fixed measuring sites and aboard RWS survey vessels. The Instruments Team procures these radars, the corrective maintenance and related services.

Rijkswaterstaat

The RWS CIS is a national organisation division of Rijkswaterstaat. Rijkswaterstaat is the executive agency of the Ministry of Infrastructure and Water Management. Rijkswaterstaat manages and develops the national roads, navigable waterways, as well as national waters and is aiming for a sustainable living environment. RWS collaborates with other parties on protecting the country against urban flooding, allowing for ample greenery and plenty of clean water, as well as being able to get from A to B quickly and safely. Working together to create a safe, liveable and accessible Netherlands. That is what Rijkswaterstaat stands for. More information is available at www.rijkswaterstaat.nl.

The Rijkswaterstaat organisation chart is available at:



1.2 Background to this call for tenders

Rijkswaterstaat needs data on water levels and wave heights for the essential processes of “Restraint and control of water volumes”, for operating and maintaining flood defences, water drainage and storage, water level management, emergency control and real time shipping information.

Various water level sensors are used in the Dutch National Water Monitoring Network (*Landelijk Meetnet Water, LMW*). As part of the ‘LMW sensor renewal’ programme, the water level sensors are replaced because:

1. The current procurement contracts have expired and/or are about to expire;
2. Some current water level sensors are outdated and no longer supported;
3. Present-day technical options offered in the marketplace provide better solutions to ensure a greater availability of data;
4. And present-day technical options offered in the marketplace could potentially offer a cheaper solution.

Without undertaking a tendering procedure in good time, RWS CIS will not be able to provide all the data on water levels in future.

1.3 Market Consultation

On 21 June 2022, the market consultation's results were published in the Market Consultation Document in both the Dutch and English languages on TenderNed.

Any interested market party who believed that they could contribute to the Market Consultation was requested to submit answers to the questions posed in this Market Consultation in writing.

Six market parties responded in writing. Rijkswaterstaat held explanatory discussions with all six market parties.

The information from the market consultation was used to create an optimal plot layout. An optimum was sought in the great diversity of intended applications of the radars and the need and maximum standardization of radar types in the LMW.

The Market Consultation Report containing the fully anonymised questions and answers was published on TenderNed on 21 October 2022. This Report has been added to the documents of this Tender.

1.4 Planning

The following planning applies to this call for tenders.

21 June 2022	Publication of the prior information notice for Market Consultation
9 February 2024	Publication of the contract notice; start of term for submitting tenders
1 March 2024	Information meeting via Teams from 10:00–11:30
22 March 2024 at 12:00	Deadline for submission of questions by the Tenderer to this Descriptive Document and for submission of text proposals by the Tenderer to the draft Agreement (including General Government Terms and Conditions for IT Contracts, ARBIT 2022)
29 March 2024	Publication of Summary of Additional Information and Changes: the 'Nota van Inlichtingen'
12 April 2024 at 12:00	Deadline, time of submission, and receipt of Tender Applications
12 April 2024 to 25 April 2024	Assessment of Tender Applications
26 April 2024	Dispatch of notification of the award decision
16 May 2024	Deadline for requesting preliminary relief pertaining to the notification of the award decision
1 July 2024	Commencement date of Agreement

Rijkswaterstaat could, if circumstances so warrant in its opinion, change the stated deadline(s). In that case, the new deadline(s) will be notified in good time. The planning in TenderNed is leading.

2. Contract description

This chapter contains information about the contract. On determining the contract, Rijkswaterstaat took into account the contract's scope and complexity, the number of potential tenderers, the transaction costs and the market's character.

2.1 Description and purpose of the contract

This procurement will guarantee the availability of radars for measuring water levels and wave heights for the next 20 years. In addition, continuity of the data is ensured through the procurement of corrective maintenance. The quality of performances are also guaranteed by providing support in the deployment and training, as well as recommendations on connecting to interfaces. Finally, the call for tenders aims to honour the national objectives of sustainable and social procurement.

2.2 Lots

The call for tenders is subdivided into the following Lots:

Lot 1 Marine Radar

Radars for offshore and nearshore sites. There is a minimum guaranteed procurement of 32 Marine Radars. In addition, Rijkswaterstaat can optionally order a further 65 Marine Radars. At the same time, corrective maintenance and support services also form part of the scope.

Lot 2 Inland Waterway Radar

Radars for nearshore and inland waterway sites. There is a minimum guaranteed procurement of 48 Inland Waterway Radars. In addition, Rijkswaterstaat can optionally order a further 86 Inland Waterway Radars. At the same time, corrective maintenance and support services also form part of the scope.

In selecting the quantities of each sensor type, a rough estimate was made per site group as to how many sites each sensor type would fit in technical terms. This includes assumptions of site suitability for the radar measuring principle (such as any presence of ice or drifting debris) and generally estimated conditions such as the required mounting height. This could mean that a different sensor type may need to be applied at those sites. During the rollout phase, Rijkswaterstaat determines whether a site will get a radar and, if so, what type of radar, Marine Radar or Inland Waterway Radar. This is explained in more detail in the Annex 9 'Tender Specification'.

A Tenderer may submit a Tender for several lots and be awarded one or more lots.

2.3 Term of Agreement

The Client intends to conclude an Agreement for each Lot with one Tenderer for a term of ten (10) years with an option to extend 2x maximum five (5) years for each Lot. This option to be exercised unilaterally by the Client.

2.4 Scope of the Contract

Rijkswaterstaat is assuming a contract size of twenty (20) years' worth of radar supply. Rijkswaterstaat is assuming an indicative total contract value (including option years) of €2,800,000 (excluding VAT) for both lots. Lot 1 Marine Radar has an indicative value of €2,000,000,- (excluding VAT) and Lot 2 Inland Waterway Radar has an indicative value of €800,000,- (excluding VAT). The actual value depends on the actual deployment of radars per Lot (refer to section 2.2).

The indicative value is not a guaranteed turnover. It is an indication from which no rights may be derived. This Descriptive Document has been drawn up using up-to-date knowledge and present-day perceptions.

Review clauses

Rijkswaterstaat reserves the right to replace the Contractor with a new dealer for the duration of the contract if the relationship between the manufacturer and dealership is broken and continuity of the supply and corrective maintenance of the radars is at risk for RWS.

After the end of the contract, Rijkswaterstaat reserves the right to conclude contractual arrangements with the Contractor for corrective maintenance for the service life of radars already procured within this contract without a tendering procedure.

3. Requirements pertaining to the Contract

This chapter contains the requirements laid down by Rijkswaterstaat for the requested supplies of goods and services.

By submitting a Tender Application, accompanied by the Annex 5 'Statement of Agreement', the Tenderer expressly agrees to all the requirements and conditions laid down in this chapter or in the Annexes to which reference is made and declares that it will continue to comply with them throughout the term of execution of the Agreement concluded with it.

3.1 Requirements relating to Contract

The requirements relating to the Contract are set out in the Annex 9 'Tender Specification'.

3.2 International Social Conditions (conditions of performance)

The International Social Conditions (hereafter referred to as: ISC) contribute to the elimination of social abuses in the supply chain, such as child labour, pittance wages and inhumane working conditions. Through a process of due diligence, the ISC focus on fostering respect for international labour standards and human rights in the production chains of government suppliers. The tenderer can commit to ISV contract requirements via the ISV award criterion.

3.3 Social Return

Social Return means that as a government agency, RWS must not only ensure a financial return, but also a social return in its collaboration with partners. The purpose of this is that everyone can participate fully in society. The *Groeituin* Social Return (hereafter referred to as *Groeituin*) is an innovative concept developed by RWS for the development of social return with regard to most economically advantageous tender themes: Occupation disability employment, social return and procurement at social enterprises.

As part of *Groeituin*, the Contractor and the Client make maximum use of their knowledge and expertise in exploring the possibilities from a different perspective to invest in the development of people with poor employment prospects. It is an approach in which the objectives of occupation disability employment and social return converge.

After awarding the Agreement(s), the Contractor must apply the '*Maatwerk voor Mensen*' social return policy in accordance with the *Groeituin* working method, which focuses on achieving social impact. Refer to: [Social Return: Groeituin | Rijkswaterstaat](#)

After final awarding, dialogue will take place between *Groeituin* and the Contractor, in which the working method and the possibilities will be discussed. After this dialogue, the Contractor must provide a plan of action that complies with *Groeituin*'s social return policy, which must be approved by *Groeituin* before it is implemented. Refer to the Annex 9 'Tender Specification' for a full description of the contents.

4. Requirements pertaining to the Tenderer

This chapter contains the requirements laid down by Rijkswaterstaat to determine whether a Tenderer is suitable to execute the Agreement. For this purpose, Grounds for Exclusion and Suitability Requirements are used.

The 'European Single Procurement Document', can be used by the Tenderer to indicate whether or not the Grounds for Exclusion apply to it and whether it complies with 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 nonetheless allows the Tenderer to participate in the tendering procedure based on Sections 2.86a, 2.87a or 2.88 of the Public Procurement Act (*Aanbestedingswet*).

The Annex 6 'European Single Procurement Document' contains the mandatory Grounds for Exclusion and the optional Grounds for Exclusion declared applicable by the Rijkswaterstaat.

For the ground for exclusion 'Grave professional misconduct', a fine by the Netherlands Authority for Consumers and Markets (ACM), in any event, is considered to be (an indication of) grave professional misconduct.

The following supporting documents will be requested for verification (these may be sent when the Tender Application is submitted, but will only be required after being requested to do so by RWS):

- Certificate of Conduct for Procurement
- A Declaration of Payment Behaviour compliant with tax obligations of the Tax Administration

NOTE: Please take into account the application time for the Certificate of Conduct for Procurement (hereafter referred to as: GVA) and the Declaration of Payment Behaviour compliant with tax obligations of the Tax Administration. It is the responsibility of the Tenderer to ensure that applications for the GVA and/or Tax Administration declaration are requested in good time to comply with the submission deadline. (In the event of reliance on one or more third parties, a GVA and a Declaration of Payment Behaviour compliant with tax obligations of the Tax Administration must also be submitted by those companies). At the cut-off time for submitting the Tender Applications, the GVA may not be older than two (2) years and the Declaration of Payment Behaviour compliant with tax obligations of the Tax Administration may not be older than six (6) months.

An entrepreneur in a foreign state may, if there is no equivalent declaration in the country in which they are established, make a declaration under oath or a solemn declaration before a judicial or administrative body, a civil-law notary or an authorised professional organisation of that country and submit such declaration to Rijkswaterstaat.

4.2 Inside information and conflicts of interest

Rijkswaterstaat's guidelines for the prevention of inside information and conflicts of interest, as set out in the Annex 11 'Policy Document on Separation of Interests', and the 'Policy concerning Conflicts of Interest in the Call for Tenders' dated 14 September 2007, are fully applicable to this call for tenders.

If there is (or has been) involvement in the preparation of the contract, there is a presumption of inside information and/or a conflict of interest. Rijkswaterstaat will give the Tenderer the opportunity, at the discretion of Rijkswaterstaat, to refute the aforementioned presumption and to demonstrate that fair competition is not affected by the (previous) involvement. An entrepreneur may be excluded from participating in the call for tenders if the aforementioned presumption is not refuted.

4.3 Suitability Requirements

This section sets out the Suitability Requirements for Tenderers. Tenderers must comply with this requirement. If not, the Tender Application will be set aside.

By way of the Annex 6 'European Single Procurement Document', the Tenderer declares that it fulfils the Suitability Requirements set out in this section of the Descriptive Document and will continue to comply with them during the term of the Agreement.

4.3.1 Financial and economic capacity

Tenderers must have adequate financial and economic capacity for compliance with the obligations arising from the Agreement. RWS CIS does not impose any further requirements regarding financial and economic capacity.

4.3.2 Technical and professional qualifications

Rijkswaterstaat has established the following requirements for the verification of technical and professional qualifications.

4.3.2.1 Core competences

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

Core competence 1: Supply of radars

Core Competence 1 includes the following elements that will be included in the assessment:

- o *The Tenderer must demonstrate that, in the 3-year period preceding the publication date of this call for tenders, it has the expertise and experience in providing 3 radars for measuring the level of water or other liquid substances.*

Core competence 1 must be demonstrated by way of:

- o *Reference*

Core competence 2: Measuring instrument maintenance

Core Competence 2 includes the following elements that will be included in the assessment:

- o *The Tenderer must demonstrate that, in the 3-year period preceding the publication date of this call for tenders, it has the expertise and experience in maintaining and supporting 3 measuring instruments, for which the tenderer was ultimately responsible towards the client for implementation of the contract.*

Core competence 2 must be demonstrated by way of:

- o *Reference*

The Tenderer must have carried out one reference contract of each abovementioned core competence which meets the following requirements:

- The subject of the reference contract must be comparable to the relevant core competence.
- The reference contract must have been carried out or completed within the last three years preceding the publication date of this call for tenders on TenderNed.
- If a contract is not yet (fully) completed, only the actual results achieved in the current agreement may be reported and a forecast of the results will not suffice.
- The reference contracts must have been properly executed both in terms of the method of implementation and in terms of the result. Not only the end result, but also the manner of implementation is relevant.

Multiple references are only allowed if these references complete each other to demonstrate the relevant core competence in its entirety, but no more than 3 reference contracts may be submitted for this purpose.

The reasons why the reference(s) are relevant to this contract must be substantiated for each reference contract. It should include:

- Which core competences or parts of core competences are covered.

- A description of the work carried out by the entrepreneur and the results achieved.

The following supporting documents are requested for verification (to be submitted together with the Tender Application)

- Annex 7 'Reference Statement'

The Tenderer must use the Annex 7 'Reference Statement' for each reference contract. If a single reference reflects several core competences that meet the requirements, the Tenderer may use the same reference for those core competences.

By giving a reference, Tenderers give Rijkswaterstaat permission to check references for correctness and to contact one or more references without intervention and/or consent from the Tenderer.

4.3.2.2 *Quality Management*

The radar is manufactured under a quality management system that complies with the NEN-EN-ISO 9001 standard. The Tenderer must therefore demonstrate by means of a quality management system that the production process complies with the NEN-EN-ISO 9001 standard.

The following supporting documents are requested for verification (to be submitted together with the Tender Application)

The Tenderer must demonstrate this by way of:

- Handing over a copy of a valid NEN-EN-ISO 9001 certificate issued by conformity assessment bodies complying with the European series of standards for certification;

OR

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

OR

- other evidence of equivalent quality management measures in the event that the Tenderer is unable to obtain the certificate within the stipulated time for reasons that it cannot be blamed for. The Tenderer must provide evidence by means of an audit report that the proposed quality management measures comply with the NEN-EN-ISO 9001 quality standard. Within a reasonable timeframe, the Tenderer must still submit to the Client a copy of a valid NEN-EN-ISO 9001 certificate issued by a conformity assessment body complying with the European series of standards for certification, or equivalent certificate issued by a body established in other Member States of the European Union. This reasonable timeframe must be set out in the Agreement subject to resolute conditions.

4.3.3 *Professional competence*

Rijkswaterstaat requires that the Tenderer is competent to practice its profession. The Tenderer must demonstrate that it is registered in the professional register or in the commercial register in accordance with the rules of the Member State in which it is established, as set out in Annex XI to Directive 2014/24/EU.

The following supporting documents are requested for verification (to be submitted together with the Tender Application):

- Excerpt from the professional or commercial register

In order to establish the validity of the signed Annex 5 'Statement of Agreement' and supporting documents, it is necessary to hand over recent and up-to-date (up to six months old, from the time of submission of the Tender Application) excerpts from the professional register or commercial register issued in accordance with Section 2.98 of the Public Procurement Act. The excerpts must prove the validity of the signatory.

Should the person who signed the Tenderer's Statements and supporting documents not be stated in the excerpt, then a person who is stated on the excerpt must show – by way

of a power of attorney – that the signatory is authorised to legally bind the Tenderer at the time of signing.

In the event of tendering by a consortium, each participant in the consortium must submit the above separately.

4.4 Technical documentation

The Client will verify whether the radar or radars are offered in conformity with the Tenderer's technical documentation. The information forms part of the Agreement. The purpose of this technical documentation is to be able to understand the Tender Application and to establish that it complies with the requirements of the 'Tender Specification'. If the requirements do not comply, the Tender Application will be set aside.

The Tenderer must include the following information in the Tender Application:

1. Completed Annex 8 Technical Information Form;
2. Product leaflets or datasheets of the type of radar in any event, and any additional electronic units.

5. Contract awarding criteria

This chapter includes the contract awarding criteria, which are the criteria on the basis of which a Tender Application is assessed. The Tenderer must take account of the requirements set out in chapter 3 in this respect.

The criterion for awarding the Agreement is the 'most economically advantageous tender with the best quality-price ratio' (hereafter referred to as: best price-quality ratio).

In addition to the tender sum, the assessment method is weighted in terms of quality aspects and valued in euros. Tenderers will be assessed based on the value offered.

The Tenderer must supplement the Tender Application with elaborations of the best price-quality ratio criteria in TenderNed using the Annex 2A Format Lot 1 Quality criteria or Annex 2B Format Lot 2 Quality criteria.

5.1 Best price-quality ratio criteria per Lot

A table with the best price-quality ratio criteria has been drawn up for each lot. There are 2 (Lot 1) or 3 (Lot 2) quality criteria. Each quality criterion is subdivided into sub-award criteria. A maximum quality value can be achieved for each sub-award criterion.

Every sub-award criteria is expressed in a performance criterion. A characteristic of a performance criterion is that the quality described in the Tender Application can be quantified directly to a benchmark. The quality value is shown directly (quantitatively) by the Tender's specification in its submission. To this end, there is no need to carry out a quality assessment.

The definition of the quality criteria describes how the quality value is scored.

5.2 Best price-quality ratio criterion Lot 1 Marine Radar

The best price-quality ratio criterion of Quality for Lot 1 Marine Radars is subdivided into the following 'Best price-quality ratio criteria table for Lot 1 Marine Radar':

No.	Quality criterion	Subcriterion	Maximum quality value (€)
5.2.1	1. Technical aspects	1.1. Blanking ≤ 2 m	€118,200.00
		1.2 RMI message and dual output	€59,100.00
		1.3 Configuration and monitoring via data port	€29,550.00
5.2.2	2. Sustainability	2.1 Social Return via the RWS <i>Groeituin</i> (4 or 5%)	€118,200.00
		2.2 Power ≤ 4 W	€118,200.00
		2.3 Aspects in the chain	€59,100.00
5.2.3	3. Services	3.1 Efficient services	€88,650.00

5.2.1 Quality criterion – Technical aspects

No.	Scoring element	Assessment framework (points to consider)	Maximum quality value (€)
1	Blanking ≤ 2 m or ≤ 1.5 m	There is added value when it is possible to measure closer to the radar within the required measurement uncertainty. A smaller blanking ensures that the radar can be used at more sites	€118,200.00

		without major civil engineering adjustments to the set-up. 'Blanking' means the minimum distance between the radar itself and the water level that can still be measured within the measurement uncertainty required by the Client. <u>The Tenderer will score:</u> 0% of the quality value for blanking > 2.0 m 50% of the quality value for blanking ≤ 2.0 m 100% of the quality value for blanking ≤ 1.5 m Include the blanking in the Annex 8 Technical Information.	
2	RMI message and dual output	There is added value when the system can be connected to the Dutch National Water Monitoring Network (LMW) without further adjustments. For this purpose, the output message must comply with the RMI standard specified in Annex A of the Tender Specification. In addition, the system must output two messages: using output frequency 2.56 Hz as stated in the Tender Specification requirement and with output frequency 0.1 Hz. Both messages must have a specific physical port output. <u>The Tenderer will score:</u> 0% of the quality value for no RMI message and/or no dual output 100% of the quality value for both the RMI message and dual output In the Annex 8 Technical Information, state whether there is a dual output as well the issuance of an RMI message (yes/no).	€59,100.00
3	Configuration and monitoring via data port	There is added value when the radar is accessible through the data port for configuration and monitoring. This will reduce the number of physical visits to the site for a maintenance contractor. <u>The Tenderer will score:</u> 0% of the quality value when configuration and monitoring is not possible via the data port 100% of the quality value if configuration and monitoring is possible via the data port State in the Annex 8 Technical Information Form whether configuration and monitoring is possible via the data port (yes/no).	€29,550.00

5.2.2 Quality criterion – Sustainability

No	Scoring element	Assessment framework (points to consider)	Maximum quality value (€)
1	Social Return via the RWS <i>Groeituin</i> (4.5%)	The Contractor will apply a percentage of the contract sum of the Agreement for social return. The amount that this represents is the social return value. Contractually, 2% is mandatory. Rijkswaterstaat rewards Tenderers who reserve a higher percentage for social return value. <u>The Tenderer will score:</u> 50% of the quality value if it commits to 4% social return value 100% of the quality value if it commits to 5% social return value. Refer to the Annex 13 <i>Groeituin</i> Social Return Guide on how this social return value is applied at Rijkswaterstaat.	€118,200.00
2	Power ≤ 4 W	There is added value when the system has a lower power input than the requirements. For the power input, the definition given in the Tender Specification requirement applies. <u>The Tenderer will score:</u> 0% of the quality value if the power is > 4.0 W 100% of the quality value if the power is ≤ 4.0 W Include the power input in the Annex 8 Technical Information Form.	€118,200.00
3	Aspects in the chain (supply chain conflict materials)	Many electronic devices contain conflict minerals such as tin, tantalum, tungsten, gold (3TG) and cobalt. The excavation of these minerals often goes hand-in-hand with social conflicts due to the value they represent. This social conflict often manifests itself in appalling conditions for miners and armed conflicts between various groups or political groups to get or hold ownership of the mines. Here, it concerns life-threatening working conditions in the mine, where child labour still occurs. It is quite a challenge to set up hardware production in such a way that no use is made of conflict minerals, because there is often no clarity as to where the raw materials come from. Rijkswaterstaat rewards Tenderers who want to make an effort to provide transparency with regard to the presence of conflict minerals in the supply chain and for that purpose, includes obligations in the Agreement regarding such transparency. <u>The Tenderer will score:</u>	€59,100.00

		50% of the quality value if, at the latest, six (6) months after final contract awarding, a risk analysis is submitted by the Contractor containing the components in which at least conflict minerals are expected to be included. For these components, transparency must be provided regarding the origin of the minerals/metals and the chain analysis, where possible from source to product. And no later than twelve (12) months after the final contract awarding, a plan of action must be provided by the Contractor to mitigate the risks identified in the risk analysis. (Supply Chain Contract text A). 100% of the quality value if, in addition to Supply Chain Contract Text A, the Contractor reports annually on its commitment to mitigating the risks in relation to the commencement date of the Agreement. This must show that the Contractor and/or its suppliers have made a 'reasonable effort' (including investment) to improve the situation regarding conflict minerals. (Supply Chain Contract text AB).	
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5.2.3 Quality criterion – Services

No	Scoring element	Assessment framework (points to consider)	Maximum quality value (€)
1	Efficient services	Rijkswaterstaat appreciates added value in the efficiency and approachability of the services. This translates itself into efficiency in the context of sustainability, transport, maintenance lead time, response time, cooperation, exchange rate risks and administrative expenditure. <u>The Tenderer will score:</u> 50% of the quality value if the Tenderer is established in an EU country as well as being within a radius of 400 km from Delft, the Netherlands. 50% of the quality value if all communications between the Tenderer and Rijkswaterstaat regarding services is conducted in the Dutch language (with the exception of technical documentation). Take note: The score for these parts can be attained separately from each other. Therefore,	€88,650.00

		if the Tenderer meets both requirements, the Tenderer will score 100% of the quality value. In Annex 8 'Technical information form', state the business address of the services and whether the communication is carried out in the Dutch language.	
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5.3 Best price-quality ratio criterion Lot 2 Inland Waterway Radar

The best price-quality ratio criterion of quality for Lot 2 Inland Waterway Radars is subdivided into the following 'Best price-quality ratio criteria table for Lot 2 Inland Waterway Radar':

No.	Quality criterion	Subcriterion	Maximum quality value (€)
5.3.1	1. Technical aspects	1.1. Blanking $\leq$ 0.35 m	€32,000.00
		1.2 Chirp rate	€40,000.00
		1.3 RMI message and dual output	€24,000.00
		1.4 Configuration and monitoring via data port	€32,000.00
5.3.2	2. Sustainability	2.1 Social Return via the RWS <i>Groeituin</i> (5%)	€24,000.00
		2.2 Aspects in the chain	€8,000.00

5.3.1 Quality criterion – Technical aspects

No.	Scoring element	Assessment framework (points to consider)	Maximum quality value (€)
1	Blanking $\leq$ 0.35 m	There is added value when it is possible to measure closer to the radar within the required measurement uncertainty. A smaller blanking ensures that the radar can be used at more sites without major civil engineering adjustments to the set-up. 'Blanking' means the minimum distance between the radar itself and the water level that can still be measured within the measurement uncertainty required by the Client. <u>The Tenderer will score:</u> 0% of the quality value for blanking $>$ 0.35 m 100% of the quality value for blanking $\leq$ 0.35 m Include the blanking in the Annex 8 Technical Information Form.	€32,000.00
2	Chirp rate	There is added value when the radar is capable of accurately measuring wave characteristics. A radar is considered suitable for this purpose if the chirp rate is greater than or equal to 120 times the transmission frequency or is	€40,000.00

		equipped with Doppler correction. A greater chirp rate results in a smaller Doppler frequency shift in the precision distance measurement, and thus higher measurement accuracy without correction. Chirp rate refers to the steepness of the frequency modulation of an FMCW radar, expressed in Hz/s. <u>The Tenderer will score:</u> 0% of the quality value for a chirp rate of < 120 × transmission rate and no Doppler correction application 100% of the quality value for a chirp rate of ≥ 120 × transmission frequency and/or Doppler correction application State the chirp rate in the Annex 8 Technical Information Form, unless Doppler correction is applied, then this should be stated.	
3	RMI message and dual output	There is added value when the system can be connected to the Dutch National Water Monitoring Network (LMW) without further adjustments. For this purpose, the output message must comply with the RMI standard specified in Annex A of the Tender Specification. In addition, the system must output two messages: using output frequency 2.56 Hz as stated in the Tender Specification requirement and with output frequency 0.1 Hz. Both messages must have a specific physical port output. <u>The Tenderer will score:</u> 0% of the quality value for no RMI message and/or no dual output 100% of the quality value for both the RMI message and dual output In the Annex 8 Technical Information Form, state whether there is a dual output as well the issuance of an RMI message (yes/no).	€24,000.00
4	Configuration and monitoring via data port	There is added value when the radar is accessible through the data port for configuration and monitoring. This will reduce the number of physical visits to the site for a maintenance contractor. <u>The Tenderer will score:</u> 0% of the quality value when configuration and monitoring is not possible via the data port 100% of the quality value if configuration and monitoring is possible via the data port State in the Annex 8 Technical Information Form whether configuration and monitoring is possible via the data port (yes/no).	€32,000.00

5.3.2 Quality criterion – Sustainability

No	Scoring element	Assessment framework (points to consider)	Maximum quality value (€)
1	Social Return via the RWS <i>Groeituin</i> (5%)	The Contractor will apply a percentage of the contract sum of the Agreement for social return. The amount that this represents is the social return value. Contractually, 2% is mandatory. Rijkswaterstaat rewards Tenderers who reserve a higher percentage for social return value: The Tenderer scores 100% of the quality value if it commits to 5% social return value. Refer to the Annex 13 <i>Groeituin</i> Social Return Guide on how this social return value is applied at Rijkswaterstaat.	€24,000.00
2	Aspects in the chain (supply chain conflict materials)	Many electronic devices contain conflict minerals such as tin, tantalum, tungsten, gold (3TG) and cobalt. The excavation of these minerals often goes hand-in-hand with social conflicts due to the value they represent. This social conflict often manifests itself in appalling conditions for miners and armed conflicts between various groups or political groups to get or hold ownership of the mines. Here, it concerns life-threatening working conditions in the mine, where child labour still occurs. It is quite a challenge to set up hardware production in such a way that no use is made of conflict minerals, because there is often no clarity as to where the raw materials come from. Rijkswaterstaat rewards Tenderers who want to make an effort to provide transparency with regard to the presence of conflict minerals in the supply chain and for that purpose, includes obligations in the Agreement regarding such transparency. <u>The Tenderer will score:</u> 50% of the quality value if, at the latest, six (6) months after final contract awarding, a risk analysis is submitted by the Contractor containing the components in which at least conflict minerals are expected to be included. For these components, transparency must be provided regarding the origin of the minerals/metals and the chain analysis, where possible from source to product. And no later than twelve (12) months after the final contract awarding, a plan of action must be provided by the Contractor to mitigate the risks	€8,000.00

		identified in the risk analysis. (Supply Chain Contract text A). 100% of the quality value if, in addition to Supply Chain Contract Text A, the Contractor reports annually on its commitment to mitigating the risks in relation to the commencement date of the Agreement. This must show that the Contractor and/or its suppliers have made a 'reasonable effort' (including investment) to improve the situation regarding conflict minerals. (Supply Chain Contract text AB).	
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5.4 Best price-quality ratio criterion – Price

To ensure an objective assessment of the Tender Applications, it has been decided to present a format (refer to Annex 3A 'Quotation Form Lot 1' and Annex 3B 'Quotation Form Lot 2'). This format is mandatory and must be followed by the Tenderer.

After filling in the Quotation Form the tender sum will become apparent in the cell 'Tender Sum'.

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

- All prices and rates are in euro excluding VAT and can be indexed and/or adjusted. Refer to the draft Agreement on how this can be achieved;
- The prices and rates must include all costs to be able to accomplish the contract. This includes, among other things, project management costs, development costs, insurance, all administrative and office costs and any contingency costs and surcharges unless specified in more detail in the Tender Specification;
- The Tenderer must state the prices and rates of its financial offer only in the format presented and not in other documents.

5.4.1 The Price List

The Tenderer must include a Price List in the Tender Application. This Price List does not form part of the tender sum. The Price List does form part of the Agreement and is directive for ordering Price List items. The Agreement states how Rijkswaterstaat establishes indexation of the prices in the Price List.

The Price List must at least contain the following items:

- The system price for the initial supply (corresponding to the Quotation Form)
- The system price for subsequent supplies (corresponding to the Quotation Form)
- Individual radars
- Individual electronic units (if applicable)
- Individual cables between the radar and unit in 3 lengths with a maximum of 10 metres
- The mounting frame
- Relevant and optional additional accessories
- Relevant components for Corrective maintenance
- Transportation costs for Corrective maintenance
- Hourly rate for Corrective maintenance
- Hourly rate for Support

In addition:

- The price of the individual components on the Price List must be in reasonable proportion to the price of the system as indicated in the Quotation Form.
- The prices on the Price List are in line with the market.

6. Assessment

This chapter elaborates the assessment in more detail.

An assessment instruction will be drawn up prior to the opening of the Tender Applications. This assessment instruction is an internal Rijkswaterstaat document and is not made available to Tenderers. The information relevant to Tenderers is provided in this Descriptive Document.

Rijkswaterstaat assesses on the basis of performance criteria and based on expert opinion. On assessment by expert opinion, specialists form a professional opinion based on their own knowledge and expertise. To ensure objectivity, a (sub)assessment team will be set up in such a way that all relevant disciplines are represented in it. For each part of the assessment, at least two people with the necessary expertise will serve in the (sub)assessment team.

6.1 Assessment of complete and duly authorised Tender Application

The documents provided together with the Tender Application will be used for assessment on whether the Tender Application fulfils all the conditions and requirements set out in this document.

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

6.2 Assessment on Grounds for Exclusion and Suitability Requirements

Grounds for Exclusion

Rijkswaterstaat will exclude a Tenderer if one or more Grounds for Exclusion apply to the Tenderer, unless Rijkswaterstaat nonetheless allows the Tenderer to participate in the tendering procedure based on Sections 2.86a, 2.87a or 2.88 of the Public Procurement Act (*Aanbestedingswet*). For more information refer to chapter 4.

Suitability Requirements

The assessors will first assess the Tender Applications individually in accordance with the instructions set out in the assessment instruction. Then the Tender Applications are jointly discussed among the assessors in a plenary session to reach consensus in a careful assessment.

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

6.3 Assessment on requirements of the contract

Tender Applications that do not meet the requirements of the contract will be excluded from further participation in the call for tenders.

6.4 Assessment on the contract awarding criteria

The Tender Applications that have not been excluded are assessed on the basis of the best price-quality ratio criteria (refer to section 5). The most economically advantageous tender is the Tender Application with the lowest notional tender sum.

The criteria used in the assessment for which the Tenderer has tendered for the Lot with the best price-quality ratio are as set out in sections 5.2.1, 5.2.2, 5.2.3, 5.3.1 and 5.3.2. The elaboration of these criteria is shown in the 'Table of Best Price-Quality Ratio Criteria Lot 1 Marine Radar' in section 5.2 and 'Table of Best Price-Quality Ratio Criteria Lot 2 Inland Waterway Radar' section 5.3.

In the Annexes 4A 'Calculation sheet – Best Price-Quality Ratio Lot 1 Marine Radar' and 4B 'Calculation sheet – Best Price-Quality Ratio Lot 2 Inland Waterway Radar', the maximum quality value to be scored per sub-criterion is given. The calculation result of the calculation sheet is the 'Notional Tender Sum'. This is obtained by deducting the 'Total quality value' from the tender sum. The Tender Application which has the lowest notional sum based on this calculation sheet is the tender with the best price-quality ratio of the Lot.

If two or more Tender Applications of a Lot have an equal and lowest notional tender sum, then the Tender Application with the highest total quality value will be the tender with the best price-quality ratio. If, in this event, the Total quality value is also equal, it will be determined by drawing lots. The draw procedure will be followed in accordance with Section 7.24 for the equal-scoring Tenderers.

6.5 Assessment on supporting documents

This Descriptive Document specifies the supporting documents to be submitted together with the Tender Application. Other supporting documents only need not be presented after being requested to do so by Rijkswaterstaat. However, Tenderers may also submit all supporting documents together with their Tender Application.

Supporting documents pending handover will be requested by Rijkswaterstaat from the Tenderer who is eligible for the award, prior to notification of the award decision. If Rijkswaterstaat deems this necessary for good progress of the procedure, RWS can request the supporting documents from all Tenderers at an earlier stage.

The supporting documents must show that the Tenderer effectively complies with the requirements laid down in the 'European Single Procurement Document' and the Tender Application.

7. Tendering procedure, requirements and conditions

This chapter sets out the tendering procedure, requirements and conditions applicable to this call for tenders. Non-compliance with the tendering procedure, requirements and conditions may lead to the Tender Application being set aside.

7.1 Statement of Agreement

By submitting a Tender Application, accompanied by the Annex 5 'Statement of Agreement', the Tenderer expressly agrees to all the requirements and conditions contained in this Descriptive Document. A conditional Tender Application is not permitted. The absence of Annex 5 'Statement of Agreement' or absence of a valid signature in Annex 5 'Statement of Agreement' will lead to the Tender Application being set aside.

7.2 Planning

The planning is included in the schedule in section 1.4.

7.3 TenderNed

The tendering procedure is carried out electronically using TenderNed: www.tenderned.nl. All tender documents can be downloaded from TenderNed.

To participate in the tendering procedure, an entrepreneur must be registered in TenderNed. For every Dutch company registered at the Dutch Chamber of Commerce (KvK), *eHerkenning* is required to enable registration and sign up. The consequences of not registering for *eHerkenning* (in good time) are for the Tenderer. The "TenderNed Conditions of Use" apply.

A Tenderer is expected to have all the necessary knowledge to be able to proceed correctly through a tendering procedure in TenderNed. Use of TenderNed is at the expense and risk of the entrepreneur, subject to the provisions of section 7.11.

All communications relating to this tendering procedure takes place via TenderNed, unless specified otherwise. It is not permitted, in the context of this tendering procedure, to maintain contact or to pose questions other than through TenderNed. If communications cannot take place via TenderNed, the Tenderer may get in touch with the contact Christine Arendse, christine.arendse@rws.nl with a cc. toinkoopcentrum-iv@rws.nl.

It is not permitted to make direct contact other than to the aforementioned in connection with this call for tenders.

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

7.4 Questions, information and complaints

Questions and information

During the procedure, the Tenderer can pose questions via TenderNed. Questions may concern ambiguities, discrepancies or inaccuracies. Questions must be submitted through the "questions and answers" facility incorporated in TenderNed. Questions must be formulated clearly with a reference to the section of this document and/or the Annex to which the question relates, stating any corrective proposals. All questions will be answered anonymously. The deadline for posing questions is included in the planning. However, Rijkswaterstaat encourages Tenderers to pose questions as soon as possible. RWS will answer the questions as soon as possible. In any event, all posed questions will be answered at least ten (10) calendar days before the deadline for submission of the Tender Application.

Proactivity

Tenderers are expected to be proactive. This means that the Tenderer is not legally able to invoke any deficiencies or inconsistencies which have not been raised by it within the aforementioned timeframe, when this would reasonably have been possible. In respect of these deficiencies or inconsistencies, the Tenderer then has forfeited its rights.

Individual information

A Tenderer may request – on substantiated grounds – that certain information may not be disclosed to all parties involved in the call for tenders, if disclosure of such information would prejudice the justified economic interests of the Tenderer. The Tenderer must check the box 'Individual treatment' in TenderNed and justify the importance of individual treatment. However, it is up to Rijkswaterstaat to determine whether the Tenderer's justification regarding individual treatment of the question suffices. It may be that the Tenderer poses an individual question and that Rijkswaterstaat justifiably rejects the question. The Tenderer should indicate whether it would like the question to be answered by means of a general Summary Of Additional Information And Changes or whether it would withdraw the question. Individual answers are subordinate to the general Summary of Additional Information and Changes.

Answers from Rijkswaterstaat

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

Rijkswaterstaat assumes that there are no ambiguities with regard to the sections for which no questions have been posed.

Complaints procedure

If a Tenderer disagrees with Rijkswaterstaat's response or that RWS fails to respond, it can file a complaint at the Central Complaints Desk for Rijkswaterstaat Tendering, using the email address: klachtenmeldpunt@rws.nl.

In principle, the lodging of a complaint has no suspensory effect.

Information meetings

Rijkswaterstaat is organising an information meeting in the English language on 1 March 2024 at 10:00 via Teams. During this online meeting, Rijkswaterstaat will provide an explanation to this call for tenders and the contract. The Tenderer may submit questions for this meeting in advance, until the time specified in the schedule under Planning. During the meeting, Rijkswaterstaat will possibly provide a preliminary answer to the questions submitted. The preliminary oral reply will not confer any rights on the Tenderer. The questions submitted will effectively be answered via TenderNed.

In the event that the Tenderer wishes to make use of the invitation, it is requested, at the latest by the date indicated in the schedule, to make known via 'Messages' in TenderNed, as to who (name, position, email address) will represent its organisation. A maximum of three (3) representatives per company may be present.

7.5 Period of validity and Tender Application

The Tender Application submitted by the Tenderer will be honoured for six months after the deadline for submission of the Tender Application. In any event, if the Notification of the Award Decision is subjected to preliminary relief proceedings before the competent court in The Hague, Tenderers must honour their Tender Application until four weeks after the ruling in the first instance.

7.6 Alternative proposals

The Tenderer may not offer any alternative proposals other than the Tender Application in accordance with the Descriptive Document.

7.7 Costs of the Tender Application

Rijkswaterstaat does not reimburse any costs incurred in drawing up and producing a Tender Application, including any more detailed information and verification that may be required.

Any costs or damages that may be incurred by not awarding this tender (to the Tenderer) will be borne by and be at the risk of the Tenderer.

7.8 Discontinuation of the call for tenders

Rijkswaterstaat reserves the right to discontinue all or part of the call for tenders, temporarily or definitively, until the date of signature of the envisaged Agreement. In such a situation, Rijkswaterstaat will examine whether Tenderer(s) are entitled to reimbursement of any costs incurred in the context of this call for tenders.

In the event of discontinuation of the procedure, the Tenderers involved will simultaneously be informed of the reasons for this. If an involved Tenderer does not apply for a provisional ruling within seven (7) calendar days of the date of dispatch of this decision, no objections may be lodged as a result of that decision and it will have forfeited its right in this respect.

7.9 Order of priority of documents

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

7.10 Environmental, social and employment law obligations

When preparing its Tender Application, the Tenderer must take into account the obligations under European Union law in the area of environmental, social and employment law, national law, as well as collective employment contracts and under the provisions of international environmental, social and employment law listed in Annex X to Directive 2014/24/EU. In Annex 5 'Statement of Agreement', the Tenderer declares that it has done so.

Information on the obligations relating to the provisions in force in the Netherlands concerning taxes, environmental protection, employment protection and working conditions applicable to the Tenderer's operations during the term of the Agreement is available from:

- for provisions relating to taxes: the Tax Administration;
- for provisions relating to environmental protection: the National Government;
- for provisions relating to employment protection and working conditions: the Ministry of Social Affairs and Employment.

7.11 Submission of the Tender Application

The final submission date and time for the Tender Application is set in TenderNed and is a strict deadline.

- The closing time for submission of Tender Applications, indicated by the digital countdown clock in TenderNed, is leading.
- Rijkswaterstaat can only view the Tender Applications after opening the digital safe in TenderNed. It cannot be opened until the final submission date and time have lapsed. Rijkswaterstaat will only deal with Tender Applications that have been found in the digital safe.
- The risk of late submission of the Tender Application and/or submission of an incomplete Tender Application lies with the Tenderer.
- Rijkswaterstaat is neither responsible nor liable for the consequences that the Tenderer suffers from a late, incorrect or incomplete Tender Application.

In the event that TenderNed is not accessible at the cut-off time for receipt of the Tender Applications due to a fault in *eHerkenning*, in TenderNed or in the high-voltage grid, then there is a situation of force majeure. In that case, the cut-off time for receipt of Tender Applications may be postponed by Rijkswaterstaat depending on the situation and the consequences. The amended cut-off time for receipt of the Tender Applications will be made known via TenderNed, under 'Rectification'.

Opening of Tender Applications

Opening of the digital safe is not publicly disclosed. Rijkswaterstaat will treat the information provided by the Tenderer confidentially. The price part of the Tender Application will only be opened after the qualitative assessment has been completed.

7.12 Structure and content of Tender Application

Below is an overview of all documents to be submitted when submitting in TenderNed and what action is required.

Number	Description	Action by Tenderer
1	Statement of Agreement	Complete the Annex 5 'Statement of Agreement' and duly sign it with a qualified electronic time stamp and add it to the tender in TenderNed.
2	European Single Procurement Document(s)	Complete and add the Annex 6 'European Single Procurement Document(s)' to the tender in TenderNed.
3	Excerpt from the professional or commercial register	Add to the Tender Application in TenderNed.
4	Certificate of Conduct for Procurement	Can be added to the Tender Application in TenderNed. <i>(Only has to be provided upon request.)</i>
5	Tax Administration Statement	Can be added to the Tender Application in TenderNed. <i>(Only has to be provided upon request.)</i>
6	Reference Statement	Complete and add the Annex 7 'Reference Statement' to the Tender Application in TenderNed.
7	Technical information: Technical description of radar or radars offered	Complete and add the Annex 8 'Technical Information' to the Tender Application in TenderNed.
8	The quality criteria	Elaborate the quality criteria according to 'Format Lot 1 Quality Criteria' or 'Format Lot 2 Quality Criteria' and add to the Tender Application in TenderNed.
9	The prices/rates offered	Complete and add the Annex 3A 'Quotation Form Lot 1' or Annex 3B 'Quotation Form Lot 2' to the Tender Application in TenderNed.
10	Price List	Add to the Tender Application in TenderNed.

The Tender Application must meet the following formal requirements:

- The documents to be provided together with the Tender Application must be submitted in the prescribed PDF format.
- The Annex 5 'Statement of Agreement' to be signed should be signed by the Tenderer's duly authorised/legal representative *preferably* by means of a qualified electronic signature (Public Key Infrastructure [*PKI*overheid] certificate or EU Qualified certificate). However, the Tenderer may also use a handwritten signature for this purpose.

A "qualified electronic signature"¹ is a signature with a qualified certificate. Such a certificate is a digital file added to the original document. There are special bodies who issue certificates, what is known as certification service providers².

Rijkswaterstaat considers it very important that Annex 5 'Statement of Agreement' is signed by a person who is authorised (to legally represent the legal entity). Rijkswaterstaat therefore calls for a qualified electronic signature because it contains the most safeguards. A qualified electronic signature gives Rijkswaterstaat the greatest possible assurance that the signature was placed by a qualified person and not by anyone else.

If the professional or commercial register indicates that two or more persons are only authorised to represent jointly, then the Annex 5 'Statement of Agreement' – which must have duly authorised signatures – must therefore be signed by those two or more persons. Where restrictions are included in the authorisation to represent the company, these should be taken into account.

In the case of a consortium, each consortium member who is a duly authorised/legal representative must individually sign the Annex 5 'Statement of Agreement' by means of a qualified electronic signature.

7.13 *European Single Procurement Document (ESPD)*

TenderNed contains the 'European Single Procurement Document'. This includes the following Grounds for Exclusion:

- All the Grounds for Exclusion set out in Parts III A and B;
- The Grounds for Exclusion checked by Rijkswaterstaat in Part III C of the 'European Single Procurement Document'.

At the requirement 'Tenderer's Statement' in TenderNed, the Tenderer must answer with 'Yes' or 'No' at the section 'Response to requirements'.

The Tenderer must complete the 'European Single Procurement Document' electronically. Note: in English a PDF has been added. It is possible to complete this PDF as well if the electronic version does not apply.

For submission of the Tender Application in consortium with other companies, please refer to the section 'Tendering in consortium' and/or 'Tendering with a third party or third parties' which indicates who, in that case, must submit the completed 'European Single Procurement Document' on submission of the Tender Application.

¹ Electronic signatures that comply with this standard include: *PKI*overheid, EU Qualified, or other STORK IV signatures, as well as advanced electronic signatures created with a qualified electronic signature creation device, based on a qualified certificate for electronic signatures as defined in Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014.

² The qualified trust service providers are included by the Member States on what is known as a 'trusted list'. Every Member State should inform the European Commission about the trusted lists. In turn, the European Commission has merged all the 'trusted lists' into a tool that is easily found online. This tool allows access to the 'trusted list' per Member State. The Tenderer can therefore consult as to which certificate service providers in a Member State are qualified trust service providers and are authorised to issue a qualified certificate. The Dutch government uses a certificate issued by Public Key Infrastructure (*PKI*overheid). The Netherlands radiocommunications agency Telecom checks the certification service providers.

7.14 Tendering in consortium

Tendering can take place either independently or as an alliance (in consortium). Where two or more entrepreneurs submit a Tender Application jointly as a consortium:

- Each participant in the consortium is jointly and severally liable for the performance of the obligations arising from the Tender Application and the performance of the Agreement;
- Each consortium member must separately complete the Annex 6 'European Single Procurement Document', which must set out
 - o who the consortium members are (see Part II of the 'European Single Procurement Document');
 - o which role the respective consortium member fulfils;
 - o who is in charge (main contractor status) of the consortium and acts as the responsible legal representative. The main contractor should therefore be authorised to bind the consortium and to act on behalf of that consortium. The main contractor is the organisation – on behalf of the consortium – with whom Rijkswaterstaat conducts communications on execution progress and to whom Rijkswaterstaat makes the payments;
- Each consortium member who is a duly authorised/legal representative must sign the Annex 5 'Statement of Agreement' by means of a qualified electronic signature.
- Each consortium member must provide the supporting documents required for its share in this call for tenders.

7.15 Tendering with reliance on third-party capacity

The Tenderer (whether or not in consortium) may rely on the capacity of one or more third parties to show compliance with the Suitability Requirements laid down. If that is the case, the Tenderer must indicate in Part II C of the 'European Single Procurement Document' the suitability requirement(s) for which it is relying on the capacity of third parties.

Making use of the experience of one or more third parties in the references, or making use of a third party in respect of their education and professional qualifications, is only permitted if the third party is or the third parties are deployed in the performance of this Agreement and the Tenderer is actually able to have access to the knowledge and experience of the relevant third party or third parties and will actually make use of them in the implementation of the contract.

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

Take note: In the case of reliance on one or more third parties, they must sign this 'European Single Procurement Document' themselves. The submission of a 'European Single Procurement Document' by a subcontractor without a signature and then signed or co-signed by a subcontractor on the Annex 5 'Statement of Agreement' is thus not permitted.

For verification purposes, the supporting documents of the Certificate of Conduct for Procurement (GVA) and the Declaration of Payment Behaviour compliant with tax obligations to the Tax Administration are requested (do not submit this together with the Tender Application. Provide this only upon request). For more information refer to 4.1.

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

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

7.16 Single Tendering

A natural person, legal entity or company may submit a Tender Application only once, either individually or in consortium with other natural persons, legal entities or companies, or as a subcontractor who is relied upon by the Tenderer to meet the Suitability Requirements laid down.

In this respect, Tenderers who are mutually associated with each other through a relationship of dependence (group link) are entitled to participate in this tendering procedure. This is subject to the express condition that they participate in this call for tenders as competitors. It must be demonstrated by way of a statement that their interrelationship has not affected their tendering behaviour in the context of this public tendering procedure and has not impeded fair competition.

Tendering for multiple Lots is not considered by Rijkswaterstaat as the submission of multiple Tender Applications.

7.17 Communications and language

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

7.18 General terms and conditions

The Tenderer's trade association's terms of delivery, payment and/or other general terms and conditions – whatever they may be called – are expressly not accepted. The General Government Terms and Conditions for IT Contracts 2022 (ARBIT-2022) apply to the Agreement.

7.19 Agreement

The draft Agreement and its corresponding Terms and Conditions are included in the Annexes. In the question-and-answer session, Tenderers have the opportunity to pose questions, make comments and submit substantiated text proposals.

Rijkswaterstaat is free to decide whether or not to honour the proposed text proposals. In the Summary of Additional Information and Changes, Rijkswaterstaat will indicate whether it has accepted or rejected the proposals made.

The Agreement in the Dutch language is leading. This is the document that will be signed.

7.20 Explanatory note to and verification of the Tender Application

Rijkswaterstaat may require that Tenderer clarifies and/or provides supporting documents with its Tender Application. Rijkswaterstaat is entitled, but not obliged, to check all submitted data and statements based on the Tender Application for their correctness.

7.21 Public Administration Probity Screening Act (Wet BIBOB)

During the tendering procedure, Rijkswaterstaat can make use of the Public Administration Probity Screening Act (*Wet Bevordering*

Integriteitsbeoordelingen door het Openbaar Bestuur, Wet BIBOB) (hereafter referred to as the: BIBOB Act). The BIBOB Act envisages, among other things, to prevent public works contracts from unintentionally facilitating certain 'criminal' activities. Rijkswaterstaat may consult with Bureau BIBOB prior to making a decision regarding contract awarding.

The recommendation that Bureau BIBOB will provide based on the outcome of its research will support Rijkswaterstaat in its own substantive consideration whether or not to award the contract to a Tenderer.

7.22 Verification

After the assessment procedure has been completed in its entirety and a ranking has taken place, Rijkswaterstaat will invite only the particular Tenderer who has offered the 'most economically advantageous tender', to carry out a Verification.

By means of the Verification, the Client is assured of a sense of confidence that the Tender Application complies with the requirements laid down. The Verification will take place following the assessment and is expected to take two (2) months. Finally, Rijkswaterstaat will assess whether all obligations have been fulfilled.

The result of the Verification could be:

- the verified aspects have been properly completed, or;
- the findings have shown that some of the aspects have not been properly completed.

In the first instance, Rijkswaterstaat will proceed by sending the notification of the award decision to all Tenderers.

If approval cannot be granted, Rijkswaterstaat will end this verification and proceed with the same procedure to the Tenderer who has been ranked in 2nd place in the assessment. This Tenderer will also have to undergo the same procedure. This process will continue until a Tender Application fully complies with the conditions laid down.

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

After the Verification has been successfully completed, Rijkswaterstaat will simultaneously notify each Tenderer of the award decision.

Verification is divided into two parts:

1. verification of measurement uncertainty;
2. verification of output frequency, data availability and power input.

7.22.1 Verification of measurement uncertainty

The Tenderer must make it plausible that the solution offered complies with the measurement uncertainty requirement (one standard deviation) of the precision distance measurement. This means one precision distance measurement on a stationary plane, relative to the specified radar reference plane. The uncertainty in the reference plane is explicitly part of the requested measurement uncertainty.

The Tenderer should make the specification offered sufficiently plausible by means of a verification document, presenting it as objective evidence. The Tenderer is free to choose a method for this, as long as it includes a comparison with a reference distance. This could be carried out with either:

- Results of former testing of the system type to be supplied, describing the method and the reference used;
- Testing of the system type to be supplied, specifically carried out by the Tenderer for this contract, describing the method and the reference used;
- An equivalent and sufficiently substantiated alternative.

In the verification document, the Tenderer must indicate with sufficient clarity the manner in which the evidence has been obtained, the results obtained, and the conclusion to be drawn from it. The Tenderer must submit the verification document to the Client within two (2) months of being requested to do so.

7.22.2 Verification of output frequency, data availability and power input

The Client will assess on its own accord whether it is plausible that the output frequency, data availability and power input meet the requirements laid down. To enable the Client to get an impression of this, the Tenderer will set up a three-day measurement session at the Client and in the end, provide the data.

Verification testing will consist of the deployment of a system in the Client's workshop. Testing comprises the following parts:

- A precision distance measurement at a fixed distance to a flat plane for 3×24 hours to verify data availability and output frequency. This means there is no testing on water.

- A measurement of the power input.

A day is reserved both beforehand and afterwards for start-up and completion respectively.

The following will apply for the cooperative effort:

- The Client chooses an appropriate measuring site, takes care of the mounting and ensures that testing runs undisturbed.
- The installation and testing are carried out in a period of time to be harmonised between the Client and the Tenderer, which will be within two (2) months of the provisional contract awarding.
- The Tenderer will make a unit of the system offered available within one (1) month of being requested to do so. For purposes of testing, a mounting frame should also be provided.
- The Tenderer will ensure that the data can be collected on site and should make a laptop or similar device available for this purpose, including cables from the radar system, within one (1) month of being requested to do so. It may be assumed that the laptop will be located indoors.
- Within ten (10) working days after the end of the testing period, the Tenderer must deliver to the Client a complete data set of the system's data port output, supplemented with time labels. This data set must be delivered in a generally readable and editable file format. The Tenderer must also provide the reference level entered in the radar.
- All materials made available by the Tenderer will remain the property of the Tenderer and will be returned upon completion. If the Client decides on final contract awarding, then the measurement systems used for the testing may, if new, be supplied later as new.
- The Tenderer is responsible for the operational supply of the system and the collection of data at the Client's site. This means that the Tenderer will take care of the system's supply, connection and correct functioning, as well as the data collection facility. The Client's personnel are always available to provide support. If the Tenderer is unable to carry this out at the Client's site, it is permitted to send the materials including clear instructions to the Client. However, this does not relieve the Tenderer of the aforementioned responsibility.
- The Tenderer is responsible for retrieving the data from the data-collection system after the testing has been completed and to deliver it to the Client.
- The Client will monitor the testing according to the instructions specified by the Tenderer. The Tenderer will be available for contact during the five working days of the verification test (including start-up and completion) to provide support for a proper functioning of the system to be tested and for the data collection.
- The Client will be available during the five working days of the verification test during office hours for all the work necessary for a proper and uninterrupted conducting of the test.
- If it is not possible for the Tenderer to supply an operational system, or if the system or data collection fails during the testing, the Client and the Tenderer will make every effort, within reason, to remedy the situation. If testing does not prove to be feasible within the agreed timeframe, the Client reserves the right to end the testing and to assess the verification as being unsuccessful.
- The Client will elaborate the measurement data and draw a conclusion about the plausibility of the system's compliance with the requirements regarding output frequency, data availability and power input.

7.23 *Invalidation*

If a Tender Application is invalid, the Tenderer will be notified as soon as possible. If the Tenderer disagrees with the decision of invalidation, within twenty (20) calendar days of the date of dispatch of this notification, it may request preliminary relief at the court of competent jurisdiction in The Hague. If preliminary relief has been requested during the aforementioned period, the requestor will be included (under specified conditions) in the assessment provided that the court takes a decision in favour of the requester.

The timeframe referred to is an expiry period.

7.24 Draw procedure

The drawing of lots referred to in section 6.4 follows the following procedure:

1. By way of the "Messages" function in TenderNed, all parties involved are invited to attend the draw in person or by a representative;
2. A lot contains the name of a person who is eligible for the draw;
3. The draw takes place by the drawing of all lots unseen in which the order of drawing is recorded and the first lot drawn is the winner of the draw.

7.25 Notification of the award decision

All (remaining) Tenderers will simultaneously receive a justified communication of the notification of the award decision via TenderNed.

Suspensive period

Any Tenderer or party concerned who disagrees with the award decision may apply for preliminary relief to the court of competent jurisdiction in The Hague. The party concerned must request this within twenty (20) calendar days after the electronic transmission of the award decision. This suspensive period is also an expiry period. If the Tenderer requests preliminary relief, the Tenderer is requested to send a copy of the writ of summons to Rijkswaterstaat.

The award decision is not yet an acceptance of the Tenderer's offer on grounds of Section 2.129 of the Public Procurement Act. During the twenty (20) calendar days after the electronic transmission of the award decision, Rijkswaterstaat is not permitted to definitively award the contract by entering into the Agreement.

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

Interest in judgment

Any other Tenderer who has an interest in the judgment in preliminary relief proceedings may only bring proceedings by means of intervention or joinder. The Tenderer may not separately request preliminary relief nor bring other judicial proceedings.

Annexes

The following Annexes form an integral part of this Descriptive Document. They are published together with the Descriptive Document.

Annex 1A Draft Agreement Lot 1
Annex 1B Draft Agreement Lot 2
Annex 2A Format Lot 1 Quality Criteria
Annex 2B Format Lot 2 Quality Criteria
Annex 3A Quotation Form Lot 1
Annex 3B Quotation Form Lot 2
Annex 4A Calculation sheet Best price-quality ratio Lot 1 Marine Radar
Annex 4B Calculation sheet Best price-quality ratio Lot 2 Inland Water Radar
Annex 5 Statement of Agreement
Annex 6 European Single Procurement Document
Annex 7 Reference Statement
Annex 8 Technical Information Form
Annex 9 Tender Specification
Annex 10 General Government Terms and Conditions for IT Contracts 2022 (ARBIT-2022)
Annex 11 Policy Document on Separation of Interests
Annex 12 'Electronic invoicing to central government' brochure
Annex 13 *Groeituin* Social Return Guide (no translation)