



Royal Netherlands
Meteorological Institute
*Ministry of Infrastructure
and Water Management*

Descriptive Document

Pertaining to : **E-TEST Equipment**

According to a : **Public European tender procedure**

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Definitions

Supplementary to the definitions set down in the Dutch Tender Act of 2012 [Aanbestedingswet 2012] the following definitions apply:

Annex / Appendix

Annex or Appendix to one of the Tender Documents. Annexes /Appendices constitute an integral part of the Tender Documents.

AW 2012 / Tender act 2012

Act of 1 November 2012, comprising new regulations regarding tender procedures.

Award Criterion

The Award Criterion of the Contracting Authority will be the Economically Most Advantageous Tender (EMAT). This means that the Contracting Authority will assess both price and quality.

Combination

Cooperative of entrepreneurs, formed for the purpose of providing the product/services requested in this tender procedure. A Combination submits a single, joint Tender.

Combination Member

The legal body or natural person that forms part of a Combination.

Contract

Written contract entered into with the Tenderer that wins this tender process, covering the provision of the supplies and/or services requested by the Contracting Authority.

Contracting Authority

The Royal Netherlands Meteorological Institute, Koninklijk Nederlands Meteorologisch Instituut (KNMI).

Contractor

The winning Tenderer with which Contracting Authority enters into a Contract within the context of this tender process.

Descriptive Document

The document at hand, outlining and explaining the assignment, the tender procedure to be followed, the suitability requirements and the tender evaluation criteria.

European Single Procurement Document

In the European Single Procurement Document (ESPD), the Tenderer indicates that it meets the provisions pertaining to the Grounds for Exclusion, Suitability Requirements, technical specifications and the terms and conditions regarding performance. In order to reduce the administrative burden, the Contracting Authority may request proof from the winning Tenderer(s) at the verification stage.

**GP / Guidelines regarding Proportionality**

The guidelines as published in the Government Gazette [*Staatscourant*] 2013, 3075 substantiating the proportionality principle as referred to in Articles 1.10 third paragraph, 1.13 third paragraph and 1.16 third paragraph of the 2012 Tender Act.

Grounds for Exclusion

The grounds for exclusion from participation as stated in Articles 2.86 and 2.87 of the 2012 Tender Act, also stated in the ESPD under Part III.

Information Memorandum

Document containing the answers to questions from Tenderers and/or any explanations of the Tender Documents. The Information Memorandum constitutes an integral and binding part of this tender process.

Lot

Separate part of this tender for which the tenderer can submit a proposal. This particular tender is divided into two separate Lots.

Mandatory Forms

Appendix to the Descriptive Document, in which Tenderer needs to agree to terms and conditions and respond to requirements and questions.

Product

E-TEST Equipment consisting of Borehole- and Surface stations that meet all the Requirements as specified in the Tender Documents and that is offered by Tenderer.

Proposal

The bid submitted by Tenderer for this tender process.

Requirements

Regulations and requirements pertaining to the supply/supplies and/or service/services to be provided. A Tender that does not meet a Requirement will be considered invalid.

Sub Award Criteria

Further specification of the award criterion. The criteria that stipulate which Tender is assessed as economically most advantageous.

Suitability Requirements

The requirements that form the basis for assessing a Tenderer's suitability to perform the assignment. A Tender that does not meet (one or more of) the Suitability Requirement will be considered invalid.

Tender Documents

All documents published or made available to Tenderers by the Contracting Authority for the purpose of this tender procedure.

Tenderer

Entrepreneur who has submitted a tender for this tender process.

Terms and Conditions

General Government Purchasing Conditions for Products [*Algemene Rijksinkoopvoorwaarden voor Producten*] (ARIV 2018).



1. Introduction

This document is the Descriptive Document for the Public European Tender Procedure pertaining to the procurement of E-TEST Equipment for the Royal Netherlands Meteorological Institute as a Contracting Authority.

1.1 Objective

The Contracting Authority aims to enter into a Contract with one (1) Contractor per Lot to procure E-TEST Equipment consisting of Borehole- and Surface seismic stations.

1.2 Duration of Contract and Terms and Conditions

The agreement concerns an order for the supply of equipment (Product) described in this descriptive document and in addition, the Contract serves as the basis for additional orders and replacement orders delivered under the same conditions. A Contract will be concluded with one Tenderer per lot. The contract will be in effect when both parties have signed the document.

Contracting Authority is under no circumstances obliged to enter into a contract. The client can also partially waive the award (by not awarding one or two lots). The duration of the agreement is foreseen from approximately June 2021 to June 2023, with the option of unilateral extension by the Contracting Authority of two times one year. The Contract will therefore run until June 2023 and with the extensions until June 2025 at the latest. For Borehole stations, please note that the completion of the drilling process affects the time of the actual order. Please consider the note on page 7.

The Contract is subject to the Terms and Conditions. Tenderer's own terms and conditions will not be accepted. Should Tenderer declare its own terms and conditions applicable, then its Tender will be disregarded and will no longer be eligible for the awarding of the Contract.

1.3 Clustering / Division into Lots

Motivation for clustering the demand: Given the cohesion that the products (the E-TEST Equipment) have to each other, KNMI is of the opinion that the clustering in one tender is justified.

KNMI distinguishes different products and for the Contracting Authority, this tender can be logically be divided into two separate lots. The acquisition of both the Borehole- and Surface-stations will be separated into two lots. The different lots can be carried out by different Contractors or possibly the same Contractor. In opinion of the Contracting Authority, the division ensures a wider reach of market parties and more competition.

This tender is divided into two lots: **1. Borehole stations** and **2. Surface stations**.



In scope:

1. Lot 1 Borehole stations (at 250-300 meter depth), each comprised of:

- a. One three-component seismic borehole/posthole sensor;
- b. One compatible datalogger with external GNSS antenna dome;
- c. All necessary cables and accessories for the seismometer and datalogger to communicate;
- d. Installation.*/**

Out of scope for Lot 1: Drilling boreholes, surface infrastructure, (i.e., electricity, communications, vault, cabinet), licensing/permits, maintenance.

All installation operations (accommodation, transportation in The Netherlands, etc.) will be coordinated with the awarded party.

*For the borehole stations, which are to be installed by the awarded party, a Site Acceptance Test will take place before the station and its equipment are transferred over to the KNMI (see paragraph 6.6).

** Tripod and Winch system will be provided locally in coordination with the awarded party.

Note: Drilling of the boreholes is planned to commence in March 2021. Boreholes are planned to be completed as dry wells by the end of 2021/beginning of 2022. If all drilling operations proceed as planned, installation of the borehole stations should take place in Q1-Q2 of 2022.

2. Lot 2 Surface stations, each comprised of:

- a. One three-component seismic sensor;
- b. One compatible datalogger with external GNSS antenna dome;
- c. All necessary cables and accessories for the seismometer and datalogger to communicate.

Out of scope for Lot 2: Installation, surface infrastructure, (i.e., electricity, communications, vault, cabinet), licensing/permits, maintenance.

KNMI foresees the procurement of;

- **Minimum 3 and maximum 5** borehole-stations
- **Minimum 10 and maximum 15** surface-stations

Out of scope: please note that *drilling boreholes, surface infrastructure, (i.e., electricity, communications, vault, cabinet), installation (of surface stations) including Tripod and Winch system, licensing/permits, maintenance, are out of scope.*

1.4 Value of the assignment

The total value of the contract (two lots combined) is approximately € 500,000.00 excluding VAT. This is an estimation, and no rights can be derived from this estimation.

1.5 Award criterion

Tenders will be assessed on the basis of the Economically Most Advantageous Tender award criterion (hereinafter to be referred to as "EMAT"), i.e., with a focus on the price/quality ratio offered (which is characterized by the best value for money). This means that KNMI focusses entirely on getting the maximum value in terms of price and quality. The ratio of pricing vs. quality is determined on 70% - 30%. This ratio was established because for the Contracting Authority not only the price but



also qualitative aspects of the requested products are important and qualitative added value (expressed in extra features of the products) is also of importance to the

Contracting Authority. Pricing weighs more in this particular tender, because qualitative aspects are already included in the Knock-Out-criteria, but distinctive qualitative elements are also included that can compensate for the pricing-criterion. This ratio is based on the preference of the Contracting Authority and corresponds to what the Contracting Authority considers proportional in this case.

1.6 Contacts

The contacts for this tender process are:

Primary Contact	Deputy Contact
Ervin Schaap (ervin.schaap@minienw.nl)	Marvin Stolk
Procurement Advisor	Procurement Advisor



2. Description of the Contract Authority organization

2.1 Description of the Ministry of Infrastructure and Water Management (IenW)

The Ministry of Infrastructure and Water Management (IenW) is committed to quality of life and accessibility, with free traffic flow in a well laid out, clean and safe environment. The ministry works on powerful connections by road, rail, water and air, provides protection against flooding, and promotes the quality of air and water. To make the Netherlands an accessible and safe country with a good quality of life. IenW is supervising this tender on behalf of the Dutch Royal Meteorological Institute (KNMI).

2.2 Royal Netherlands Meteorological Institute (KNMI)

The Royal Netherlands Meteorological Institute (KNMI) is the national institute for weather, climate and seismology. It is an agency of the Ministry of Infrastructure and Water Management (Ministerie van Infrastructuur en Waterstaat). In its function as national data and knowledge center, KNMI disseminates weather information to the general public, the government and the aviation and shipping domain, in the interest of safety, the economy and a sustainable environment. Making the knowledge, data and information on hand at KNMI accessible to its customers, e.g. the general public, is a core activity of KNMI.

Introduction

The Netherlands is the most densely-populated country in Europe and situated in a delta area. In the event of disasters, the chance of human loss and economic damage is high, which is why safety, as well as habitability and accessibility, have been high on the political and social agenda for many years. Among other things, this includes the consequences of extreme weather conditions.

Mission

KNMI is the national institute for weather, climate and seismology. It is an agency of IenW. In its function as national data and knowledge centre, KNMI acquires, processes and disseminates meteorological information to the general public, the government and the aviation and shipping domain. It does so in the interest of safety, the economy, and a sustainable environment.

To gain insight into long-term developments, KNMI in co-operation with research institutes, universities and businesses, conducts research on weather phenomena, climate change and atmospheric observation methods.

Making the knowledge, data, and information accessible to legal partners, customers and the general public is a core activity of KNMI.

Website

www.knmi.nl (in Dutch) and www.knmi.nl/over-het-knmi/about (in English).



3. Description of the assignment

3.1 Subject

The subject of this tender contains seismic stations to be used for the E-TEST project as a preparation phase for The Einstein Telescope (www.einsteintelelescope.nl/en/).

The Einstein Telescope

The Einstein Telescope will be an advanced gravitational wave observatory. The border region of the Netherlands, Belgium and Germany is being considered as a possible location. This is because of the tranquility, the stable soil and the strong ecosystem of knowledge institutions and high-tech companies.

The Einstein Telescope will open a new window on the Universe through the observation of gravitational waves. Its infrastructure will be buried 300 meters below the surface to reduce human-, wind- and ground-induced vibrations and movements.

E-TEST

The Interreg project E-TEST (Einstein Telescope EMR Site & Technology) is a very important step of the Einstein Telescope, as it will be a proof of concept, both on the prototype side and on the geological side.

- E-TEST will build a prototype – a large suspended mirror at cryogenic temperature (10 Kelvin) – to validate the telescope's technology.
- E-TEST will also run an underground study to map and model the geology of the Euregio-Meuse-Rhine.

This will allow to define the optimal design and location of the future Einstein Telescope.

- This tender procedure comprises surface- and borehole seismic stations to be used in the E-TEST phase.

3.2 Variants

Submitting variants of these assignments is not permitted.

3.3 Changes in scope

The Contracting Authority foresees the (minimal) order for three (3) borehole stations and (minimal) ten (10) surface stations. However, more stations may be ordered, depending on the remaining budget and necessity.



4. Tender procedure

The assignment has been put on the market based on the Dutch Tender Act 2012 (AW 2012), in the last revision as published in the Government Gazette on 28 July 2017, which includes the rules for procedures for awarding government contracts for work, supplies and services and uses a competitive dialogue procedure.

This tender procedure has commenced with the announcement of the assignment and the placement of this Descriptive Document on TenderNed and Tender European Daily.

4.1 Public tender procedure

The scope of the assignment exceeds the European threshold amounts. In view of the nature of the assignment, the nature of the market and the number of potential Tenderers, we have opted for the European Public Procedure.

Motivation for European Public procedure: Given the nature of the products, the number of potential suppliers and the effort needed to make an offer for this tender, KNMI is convinced that the Public open procedure is the most suitable procedure for this tender.

The Tenderer must be aware of the fact that the Tender submitted holds a one-time and final offer. The European Public Procedure does not offer any room for conducting negotiations. This means that:

- Any questions or suggestions regarding the Tender Documents, Terms and Conditions and Contract must be posed during the tender process, according to the process described in chapter 4.5.1.;
- After the Information Memorandum is published, the Contract and Terms and Conditions are final. Tenderer should make a careful bid/no bid decision, because the European Public Procedure does not offer any room for conducting negotiations.

4.2 Scheduling

The table below reflects the scheduling of the tender procedure. The scheduling is indicative and Tenderers cannot derive any rights from it. The Contracting Authority reserves the right to adjust the schedule.



Activity	Date
Publication of Descriptive Document through TenderNed	March 5th 2021
Submission of questions (first round) until no later than	March 26 nd 2021, 12.00 hrs (C.E.T.+1 Europe/Amsterdam, the timer on TenderNed is leading)
Publication of Information Memorandum no later than	April 2nd 2021
Deadline for submission of Tenders	April 19 th - 15.00 hrs (C.E.T.+1 Europe/Amsterdam, the timer on TenderNed is leading)
Announcement of "Intention to award"	April 29 th 2021
Suspensive period (20 calendar days) until no later than	May 20 th 2021
Final award	May 20 th 2021
Presumable commencement date of Contract*	a.s.a.p. after final award

*Please note that the commencement of the contract and actual ordering may differ in time, also see paragraph 3.

4.3 Cooperatives

There are two options for tendering in collaboration with other Tenderers:

- As a Combination, whereby each participant in the Combination declares to be severally liable for full and proper performance of all obligations towards the Contracting Authority ensuing from the Tender, the (Framework) Contract and any additional agreements.

The Tender must state who is in charge of the Combination and who is authorized to act as responsible representative towards the Contracting Authority (Representative).

If a Tender is submitted as a Combination, each individual Combination participant must provide a ESPD.

With regard to financial data / minimum turnover / references, the data of the individual Combination participants may be taken into account in the calculation of the total company turnover and the description of the references.

- As a main contractor / sub-contractor construction, whereby the main contractor acts as the contract party and is severally liable for performing all obligations, including the sub-contracted obligations. The Tenderer must specify which component it is sub-contracting and provide the contact details of the sub-contractor.

The Contracting Authority is entitled to exclude the Tenderer if the composition of the cooperative is changed during the tender procedure (after submission of the Tender and prior to entering into the Contract) without prior permission in writing from the Contracting Authority.

The Contractor must obtain prior permission in writing from the Contracting Authority for any changes in the composition of the cooperative during the term of the Contract.



Companies may tender independently, i.e., as an individual company, or as a Combination comprising one or more companies. A Combination is regarded as one Tenderer. A company may only tender once, in a Combination, in a main contractor / sub-contractor construction or otherwise.

If a company tenders both independently and as a member of a Combination, the Contracting Authority will only assess the Tender submitted by the Combination. The independent Tender will be excluded from the procedure.

A company that tenders independently or as a member of a Combination may not tender as a sub-contractor. If a company tenders both independently or as a member of a Combination and as a sub-contractor, the Contracting Authority will only assess the Tender submitted by the Combination or the independent Tender. The Tender submitted as a sub-contractor will be excluded from the procedure.

4.4 Group relations

In principle, only one legal body from a group may tender. A number of legal bodies from a group may tender together as a Combination. A group is understood to mean: a legal body together with its subsidiaries in the sense of Article 24a, Book 2 of the Dutch Civil Code.

In the event of contraventions of this provision, the Contracting Authority will only consider the Tender it has received first. Cases in which it cannot be determined which Tender was received first will be decided by lot.

4.5 Procedural regulations and requirements to be observed by the Tenderer

4.5.1 Inquiries

Questions regarding this tender procedure or substantiated text suggestions regarding the Contract must be received by the contact of this tender procedure no later than the date stated in the schedule (see section 4.2). The questions and text suggestions must be submitted through **TenderNed by timely submitting a filled in Annex 8 Questioning Form in the messaging module of TenderNed.**

The Contracting Authority reserves the right not to include text suggestions in the Contract or include them in a different form. Text suggestions that, in the opinion of the Contracting Authority, entail a significant change will not be accepted.

Questions or text suggestions that the contact has not received in time (see schedule) or that are submitted in manners other than specified will not be taken into consideration.

In order to enforce the equality principle, all questions submitted, answers and explanations, if any, will be published – anonymized – on TenderNed via an Information Memorandum, no later than the date / the time stated in the schedule. The Memorandum will be published in English.

In the Information Memorandum, the Contracting Authority will also announce whether, and if so, which changes have been implemented in the Contract. After this stage, the wording of the Contract will be definite.

The Information Memorandum constitutes an integral part of this Descriptive Document and takes priority over this Descriptive Document in the event of a conflict. The text in the Information Memorandum will also form an integral part of the contract to be awarded.



4.5.2 Manner of submission of Tenders

The Tender, including (signed) Annexes/ Appendices in PDF format, must be submitted in time, electronically and exclusively via Tendered.

Please keep in mind that submitting a Proposal on Tendered is only possible if you are registered. If you are not registered, you must register first. This registration process may take some time so we advise you to initiate this in time.

4.5.3 Closing date for Tenders

The closing date (see schedule in section 4.2) is a deadline. Tenders that are received too late will not be taken into consideration. The risk of Tenders not being received in time or incomplete lies, irrespective of the cause, with the Tenderer.

4.5.4 Opening of Tenders

After the Tender submission term closes, the Tenders will be opened privately. A report will be drawn up stating which Tenderers have submitted a Tender.

4.5.5 Structure of Tender

Tenders must submit the following documents with their Tender:

Contents		Appendix/Annex
1.	Cover letter -including extract from the trade register not older than 6 months at the time of submission of the Tender -if applicable a power of attorney (Please also see Suitability Requirement 4 of the Annex 2 Mandatory Forms)	None / free format
2.	Mandatory forms (signed)	Annex 2
3.1	Pricing form / Quotation (signed)	Annex 3
3.2	Specification of the price/ price breakdown*	None / free format
4.1	Program of Requirements and Awarding criteria	Annex 4
4.2	Specification of the product**	None / free format
5.	European Single Procurement Document (signed)	Annex 7

*Contracting Authority requests itemized list, of all delivered products including the price with match the Quotation. Tenderer can submit this list in free- format.

**All components and details that indicate the compliance to the minimum requirements should be present in this specification.

4.5.6 Other terms and conditions / requirements

Use of mandatory forms

The mandatory forms appended to this Descriptive Document and the other prescribed annexes must be used in the Tender and may only be submitted in the original, appended format. Not completing any details requested and/or not answering any of the forms may render the Tender invalid.

**Signature**

The Tender must be signed by the person(s) who are lawfully qualified to represent Tenderer's organization for the purpose of this tender procedure or who are authorized to do so by means of a mandate signed by a lawful representative of Tenderer's organization.

Term of validity

Also with a view to the option of summary proceedings being instituted against the announcement of the provisional award decision, Tenderer must stand by its bid for a minimum of 90 calendar days following the closing date for Tenders. Furthermore, in the event that summary proceedings are instituted against the provisional award decision, it must stand by its bid for a minimum of 30 calendar days following the court order or the withdrawal of the claim.

Communication

The Tender and all further correspondence and communication regarding this tender process, including the correspondence and communication taking place during the term of the Contract, must be formulated in English. Translations must be arranged by Tenderer at its own expense.

All communication pertaining to this tender process must exclusively take place through TenderNed and addressed to the contacts specified. Any other forms of contact regarding this European tender procedure with other employees of the Contracting Authority are prohibited, unless express permission in writing to this end has been received from a contact person. Failure to comply with this provision may render the Tender invalid.

Termination of tender procedure

The Contracting Authority reserves the right to terminate the tender procedure in its entirety or in part, temporarily or permanently, and refrain from making an award. In such a situation, Tenderers are not entitled to any indemnification or compensation for any expenses incurred in the context of this tender procedure.

Claim for compensation of expenses

The drawing up and submitting of a Tender, including any further information to be provided, does not entail any expense for the Contracting Authority. Any costs and/or damages that (may) arise by not awarding this tender (to Tenderer) are at the expense and risk of Tenderer.

Further explanation

The Contracting Authority may request Tenderer to provide an explanation and/or additional data and check information provided. Tenderer must comply with such a request within three (3) working days. If the data requested are not provided within the timeframe specified, the Contracting Authority may decide to refrain from taking the Tender into consideration.

The Contracting Authority may reject documents submitted if, in its opinion, they are incomplete, incorrect or not submitted in time.

Completeness and correctness of Tender

It is emphasized that Tenderer itself is responsible for ensuring that its Tender is



complete and correct. If, at a later stage, Tenderer appears to have provided incorrect and/or incomplete information, it may be excluded from further participation.

Confidentiality

Tenderer will observe strict confidentiality with regard to all confidential information from the Contracting Authority that is or will be known to him or that has been gathered within the framework of the services provided. It will not disclose to third parties the information available to it without prior permission from the Contracting Authority. It will only disclose confidential information to its staff insofar as the submission of the Tender or the performance of the services specified in the Contract so requires.

Contradictions, inadequacies and/or objections

This document has been carefully compiled. Should Tenderer nevertheless encounter contradictions or inadequacies, it must report so to the Contracting Authority without delay, but in any case before the Information Memorandum is sent out, in writing (preferably by email), stating the proposed corrections and any substantiation. Tenderer must also make known any objections to (parts of) this document without delay, but in any case before the Information Memorandum is sent out, in writing, preferably by email.

The Contracting Authority cannot be blamed for any inadequacies, contradictions and/or flaws in the tender document that are found afterwards and that have not been reported by Tenderer.

Tenderers are expected to adopt a proactive attitude. This means that a Tenderer cannot make any lawful appeal to inadequacies or contradictions that it has not reported within the timeframe specified above, whereas such would in reasonableness have been possible. In this situation, a Tenderer will have forfeited its rights with regard to such inadequacies or contradictions.

In the event that a Tenderer has timely reported inadequacies, contradictions and/or flaws to the Contracting Authority, but the Contracting Authority makes it clear that, in its opinion, the documents do not contain any inadequacies, contradictions and/or flaws, at least, the Contracting Authority refrains from making adjustments or changes in this respect, Tenderer must take further action (for example, summary proceedings) in order to avoid forfeiting its rights (again) to lodge a legal complaint regarding these inadequacies, contradictions and/or flaws (if any), after the Tender procedure.

Conditional Tenders and/or Tenders with reservations

Submitting a Tender under conditions and/or with reservations renders the Tender invalid. Such Tenders do not qualify for consideration and will no longer be eligible for the awarding of the contract.

Copyright

The copyright of information provided by the Contracting Authority rests with the Contracting Authority. Save exceptions as stipulated in the Copyright Act, no part of the Tender documents and/or information provided by the Contracting Authority may be reproduced (other than for the purpose of submitting a Tender) by means of print, photocopying, microfilm or otherwise, without written permission from the Contracting



Authority. Nor may the Tender documents and/or information provided by the Contracting Authority and/or parts and/or components thereof be used for commercial purposes of whatever nature, without written permission from the Contracting Authority.

Changes in Tenderer's situation

The final Contract resulting from this tender procedure will be the result of all information and documentation provided by Tenderer and the Contracting Authority. Tenderer guarantees that for the term of the contract including any extension periods its organization possesses the capacities, skills and resources required to meet the requirements and wishes specified. The Contracting Authority must be informed immediately of any substantial change in Tenderer's situation affecting its ability to meet these requirements.

Withdrawal

The Contracting Authority has the right to withdraw the invitation to tender at any time and for reasons of its own.

Rescission of Contract

The Contracting Authority has the right to terminate the Contract with Contractor with immediate effect, if a judge finds that the decision to award has been unlawful, that the Contract is invalid, or that the Assignment must be put out to tender anew, for whatever reason.

Furthermore, the Contracting Authority reserves the right to annul the Contract in the event of incorrect and/or incomplete information and/or inability on the part of Tenderer to fulfil what it has offered.

A decision to terminate and/or annul, as referred to above, does not entitle Tenderer to claim indemnification from the Contracting Authority for tendering expenses, loss of reference, loss of profit or other damage incurred or suffered in the framework of this tender procedure.

Applicable law and disputes

The relation between the Contracting Authority and the Tenderer is governed exclusively by Dutch law. The court in The Hague is exclusively competent to take note of disputes pertaining to this tender procedure, notwithstanding the fact that Tenderer has the right to (first) submit any dispute to the Committee of Tender Experts. The Contracting Authority considers whether or not a dispute results in suspension of the procedure.

4.6 Processing of complaints

The submission and processing of complaints is subject to the procedures and guidelines set down in the Annex 5 Tender Procedures Complaints Protocol.



5. Grounds for exclusion and suitability requirements

5.1 ESPD (UEA)

In the tendering stage of a public procedure, Tenderers are only required to submit a European Single Procurement Document (ESPD) or Uniform Europees Aanbestedingsdocument (UEA) in Dutch with regard to the Grounds for Exclusion and the Suitability Requirements; they do not need to provide any further information (verification documents), with the exception of references and the extract from the trade register (or statement or certificate, and a power of attorney). These must be appended to the Tender.

Only the required data from the winning ESPD will be verified following the announcement of the intention to award and the rejection of the other Tenderers. Within seven (7) calendar days, the winning Tenderer must provide, at the first request from the Contracting Authority, the verification documents specified in this chapter (save the aforementioned exceptions). Failure to provide the verification documents in time, following a request to that end, may lead to exclusion. In the event of exclusion, the Tenderer that has submitted the second economically most advantageous Tender will be considered for providing the required verification documents at the request of the Contracting Authority. And so forth (number three, number four, et cetera). Please note: The ESPD must be signed by a competent official of Tenderer.

5.2 Grounds for exclusion

In the ESPD, the Grounds for Exclusion are specified that apply to this Tender procedure. By signing the ESPD, Tenderer indicates that the Grounds for Exclusion specified do not apply to Tenderer.

A Ground for Exclusion is a knock-out criterion. Any Ground for Exclusion that applies to Tenderer leads to exclusion.

In the event of tendering as a Combination, the entire Combination will be excluded if one of the Grounds for Exclusion applies to one or more members of the Combination.

If a Ground for Exclusion applies to the Tenderer, it must indicate which facts have cropped up, their scope and the measures Tenderer has taken to prevent reoccurrence and restore confidence. The Contracting Authority may refrain from applying (one of) the Grounds for Exclusion for reasons stated in Article 2.88 of the Tender Act.

5.3 Suitability requirements

In Annex 2 Mandatory Forms, the Suitability Requirements are specified that apply to this Tender procedure. These Suitability Requirements are outlined below; further details are provided in Annex 2 - Mandatory Forms.



By filling in, signing and adding Annex 2 - Mandatory Forms to the Tender, Tenderer certifies that it meets all the Suitability Requirements specified.

A Suitability Requirement is a "Knock-Out"-criterion. Not meeting a Suitability Requirement leads to exclusion, and the tenderer will then no longer be eligible for the award of this contract.

Suitability Requirements		
	Description	
Economic and financial strength (Articles 2.90, 2.91, 2.92 of the 2012 Tender Act)	SR1	Approved Annual Account/ Audit Certificate / assessment or compilation report <i>(provide documents at the first request of the contracting authority)</i>
Technical skill and/or professional skill (Articles 2.93, 2.94, 2.95 of the 2012 Tender Act)	SR2	References - submission of two (2) different reference assignments per lot <i>These references must be filled in in Annex 2 Mandatory Forms and included in the submission of the tender(!)</i>
Technical skill and/or professional skill (Articles 2.93, 2.94, 2.95 of the 2012 Tender Act)	SR3	Sustainability Certification on the basis of NEN-EN-ISO ISO 14001 or equivalent or a Description of the environmental management system used by Tenderer's organization <i>(provide documents at the first request of the contracting authority)</i>
Professional competence (Article 2.98 of the 2012 Tender Act)	SR4	Professional competence (registration on the professional or trade register in accordance with the regulations of the member state of his domicile) <i>This document <u>has to be included</u> with the submission of the Tender(!)</i>



6. Assessment Procedure

6.1 General

For the purpose of this tender procedure, the Contracting Authority has composed an assessment committee responsible for the award process. The assessment committee is composed of three members. The assessment committee draws up the tender award recommendation and submits it to the Contracting Authority's mandated representative (for approval).

6.1.1 Assessment process

The Tenders are assessed as follows:

- First, with regard to validity, completeness, format requirements and the other terms, conditions and requirements specified (paragraph 4.5). Tenders that fully meet these criteria will be included in the further assessment process.
- Second, with regard to grounds for exclusion (paragraph 5.2) and suitability requirements (paragraph 5.3). Tenders that fully meet these criteria will be included in the further assessment process.
- Third, with regard to requirements (paragraph 6.2). Tenders that fully meet these criteria will be included in the further assessment process.
- Fourth, with regard to the award criterion (paragraph 1.5) and the applicable Sub Award Criteria (paragraph 6.3). Each Tender meets the criteria contained in the Descriptive Document to a certain extent. The Tender is assessed and awarded points with regard to each Sub Award Criterion. The total number of points scored constitutes the Tender's final assessment.

6.1.2 Assessment and total score

The individual assessment of all Tenders is followed by a plenary session with all the assessors, during which the compliance with the Sub Award Criteria and the score results are evaluated.

Subsequently, the final score for each sub award criterion is obtained. The final assessment marks of the sub award criteria are added up, factoring in the mutual weighting of the sub award criteria as set down in paragraph 6.3. This yields the total score and ranking.

6.2 Requirements

This paragraph specifies the Requirements to be met by the products and/or services to be provided.

All Requirements are described in Annex 4 – Program of Requirements and awarding criteria. This annex includes a Requirements Check List, in which Tenderer confirms, by entering "Yes" that Tenderer meets the requirement without reservations for the entire term of the contract or, as the case may be, the performance of the services.

Any Requirement Tenderer has not completed or answered with "Yes" is a "Knock-



Out” (KO) and when the answer is not “an unconditional “Yes”, Tenderer does not meet the Requirement.

Note: Tenders that do not unconditionally meet all the (KO) Requirements will be considered invalid.

Tenderer must observe the prescribed lay-out and shall add the completed Requirements Check List to the Tender. It is not allowed to make changes to this document in addition to the explicitly indicated entry fields.

Beside the Knock-Out criteria, the Program of Requirements also contains several ‘Wishes’ (W - desirable extra features), which are not mandatory, but will be awarded points to determine the Economic Most Advantageous Tender (EMAT). The better the tenderer conforms to the ‘W’-criteria the higher the score.

6.3 Sub award criteria

This paragraph specifies the sub award criteria that have been set down for the product and/or services to be provided.

Paragraph	Sub Award Criterion	Maximum points
6.3.1.	1. Quality	180 (~30%)
6.3.2	2. Price	460 (~70%)

The winning tender will be the one with the highest total combined score, based on the awarding criteria.

6.3.1 Sub award criterion 1, Quality

All Sub Award Criteria are set down in Annex 4 – Program of Requirements and Awarding criteria.

All KO marked criteria must be answered “Yes” for the tenderer to be valid. Unanswered KO-criteria will be accounted as if answered “No” and will therefore render the tenderer as invalid. Additionally, Sub Award Criteria marked as ‘W’ for ‘Wish’ should be answered. Unanswered W-criteria will receive zero points. It is indicated how many points the criterion in question (W) is worth.

6.3.2 Sub award criterion 2, Pricing

The score for the price component is determined by comparing the prices received to a maximum score of 460 points.

The price assessed is the total quotation price (excluding VAT). The Tenderer with the lowest total price (excluding VAT) will receive the maximum score of 460 points. The other Tenderers score ‘pro rata’, according to the formula:

$$460 \times (1.5 \times \text{lowest_price} - \text{tenderer_price}) / (1.5 \times \text{lowest_price} - \text{lowest_price})$$

The minimum possible score is zero. Negative scores also conclude in a zero-point score.



Consider the following example with 6 bidding parties:

Party	A	B	C	D	E	F
Total price	100	110	130	150	200	300
Relative price factor	1.00	0.80	0.40	0.00	-1.00	-3.00
Total score P	460	368	184	0	0	0

For example; the score for bidding party **B** would result in the following formula;

$$\begin{aligned} &460 \times (1.5 \times 100 - 110) / (1.5 \times 100 - 100) \\ &460 \times (40 / 50) \\ &460 \times 0,8 = 368 \end{aligned}$$

Please note that Contracting Authority requests both the filled in and signed Quotation form (annex 3) and an added specification/ price breakdown.

Please use open cost accounting to demonstrate the cost structure per product to be delivered. You must indicate prices in euros, both including and excluding VAT if applicable. The pricing is "all-in", Which means that all costs for the products as mentioned in the scope are included in the quotation and no other costs will be charged.

6.4 Intended winner

The Tenderer that emerges as the Economically Most Advantageous Tenderer (EMAT) from the assessment of the sub award criteria in this European tender procedure will be awarded the assignment. This is the intended winner.

The winning tender will be the one with the highest total score (combined score, combination of score for price and quality), based on the award criteria.

If two parties end up with the same score, the total number of points obtained for qualitative criteria (Quality) will be the deciding factor.

If two parties still end up with the same score, lots will be drawn to determine which party will be awarded the assignment. The lots will be drawn by the Contracting Authority in the presence of the two parties that ended up with the same score.

6.5 Intention to award

Simultaneously with the announcement of the provisional intention to award to the winning Tenderer, the rejected Tenderers will be informed of the decision. They will receive a letter of rejection containing the reasons for rejection and the notification of the intended award to the winning Tenderer. Any interested party may acquire additional information from the Contracting Authority.

By virtue of Article 2.128 of the 2012 Tender Act, the notification of the award decision does not entail acceptance of a bid from the winning Tenderer.

Contracting authority wishes to emphasize further that as long as there is no agreement on all issues and no agreement has been signed by both parties, KNMI shall not be bound in any way. In such a case, there shall not be any obligation whatsoever for compensation for any damages or expenses incurred. Verbal promises shall not be deemed to be legally binding.

Tenderers that are not awarded a contract will be notified in writing.



A Tenderer that cannot agree to the intended award decision must institute summary proceedings within 20 calendar days following the mailing of the decision. This term is an expiry term. This means that if Tenderer fails to actually institute summary proceedings within 20 calendar days following the mailing of the decision, it can no longer lodge judicial or extrajudicial objections to the decision and will have forfeited its rights in that respect. In such cases, the rejected Tenderers will also have forfeited their rights to claim for damages in proceedings (on the merits). In principle, the assignment will subsequently be awarded to the winning Tenderer and the Contract will be concluded with this party. If summary proceedings have been instituted before the civil court within the term specified above, parties will wait for the verdict. That verdict will subsequently constitute the basis for further decision-making by the Contracting Authority with respect to the award of the assignment.

6.6 Site Acceptance Test (Lot 1)

For the borehole stations which are to be installed by, or under the supervision of, the awarded party, a Site Acceptance Test (SAT) will take place before the station and its equipment are transferred over to the KNMI and regarded as "delivered"*. It is planned that all surface infrastructure will be in-place by the time the borehole stations are installed so the SAT will be performed on-site and will validate the full "sensor-to-data center" chain. Namely, the following will need to be demonstrated by the installation crew:

Sensor:

1. Sensor self-test pass
2. Sensor orientation relative to North is known
3. Adequate coupling between the sensor and the borehole wall is achieved
4. Sensor can be resurfaced for servicing

Datalogger:

5. Datalogger self-tests pass
6. GNSS signal is acquired and time accuracy is within 5 μ s
7. Datalogger outputs data that is streaming to the data center

*Please also see the Annex 9 for the requirements that the SAT must meet.



Annexes

The following appendices are inextricably bound up with this Descriptive Document and added separately:

- Annex 1. Draft Contract
- Annex 2. Mandatory Forms
- Annex 3. Quotation E-TEST Equipment
- Annex 4. Program of Requirements and Awarding criteria Lot 1 / Lot 2
- Annex 5. Tender Procedures Complaints Protocol
- Annex 6. Terms and Conditions (ARIV)
- Annex 7. ESPD document uea
- Annex 8. Questioning Form
- Annex 9. Site Acceptance Test form