



Descriptive Document

Pertaining to : **Doppler Wind LIDAR**

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

Reference no. : **31175211**

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Contact : **G. Postma**



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Definitions

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

Appendix

Annex to one of the Tender Documents. Appendices constitute an integral part of the Tender Documents.

AW 2012 / 2012 Tender act

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

Award Criterion

The Award Criterion of the Contracting Body will be the Most Economically Advantageous Tender (MEAT). This means that the Contracting Body will assess both price and quality. The Award Criterion will be fleshed out in terms of wishes and the price. The wishes have been worked out into sub award criteria.

Combination

Cooperative of entrepreneurs, formed for the purpose of providing the supplies and/or 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 Body. The contract consists of delivery of the device and a support and maintenance agreement.

Contractor

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

Contracting Body

The State of the Netherlands (Ministry of Infrastructure and Water Management) represented by the Royal Netherlands Meteorological Institute (KNMI).

Descriptive Document

The document at hand, outlining and explaining the assignment, the tender procedure to be followed, the Suitability Requirements and the criteria for award.

European Single Procurement Document / ESPD

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 Body 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 European Single Procurement Document under components 2 and 3.

Information Memorandum

Document containing the answers to questions from Tenderers and/or any explanations of the Descriptive Document, the Mandatory Forms or other Tender documents. The Information Memorandum constitutes an integral and binding part of this tender process.

Mandatory Forms

Appendix to the Descriptive Document, in which Tenderer needs to agree to Terms and Conditions and respond to Requirements and questions. In addition, the Mandatory Forms contain questions relating to the Tenderer.

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.

Site Acceptance Test (SAT)

A test with the goal of verifying the basic functionality of the instrument(s), in relation to the Requirements. The SAT is described in Appendix 1 Concept Agreement.

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 a Suitability Requirement will be considered invalid.

Tender

The bid submitted by Tenderer for this tender process.

Tender Documents

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

Tenderer

Entrepreneur who has submitted a tender for this tender process.

Terms and Conditions

The general terms and conditions that apply to this assignment / Contract, viz., the General Government Purchasing Conditions for Products [*Algemene Rijksinkoopvoorwaarden voor Producten*] (ARIV 2018).



1. Introduction

Before you lies the Descriptive Document for the Public European Tender procedure regarding the purchase of a Doppler LIDAR device including support and maintenance on behalf of KNMI.

1.1 Objective

The Contracting Body aims to enter into a Contract with one (1) Contractor.

1.2 Duration of Contract and Terms and Conditions

The initial duration of the Contract will be two (2) years, starting from the date of the completed SAT.

Two (2) years after the complete delivery this Contract can be renewed yearly for a period of maximum eight (8) years by the Purchaser. The maximum total duration of the Contract is ten (10) years.

Starting from the third year after delivery this Contract consists of a service and maintenance agreement (SLA) of the device.

The Contract is subject to the Terms and Conditions as included in Appendix 2 Terms and Conditions. Tenderer's own (purchasing) terms and conditions will not be accepted. Should Tenderer declare its own (purchasing) terms and conditions applicable, then its Tender will be disregarded.

1.3 Combining / Parcelling out

For the Contracting Body, parcelling out the assignment will be inefficient and entail more risks as regards the execution.

Market research has shown that it is customary that delivery of the device and support and maintenance are executed by the same party. For that reason, the Ministry of Infrastructure and Water Management has decided that it will either not make sense or be impossible to parcel out this assignment.

Consequently, the assignment is made up of a single parcel.

1.4 Value of the assignment

The total value of the assignment is expected to come to approx. € 1.200.000,00 excl. VAT.

The amount mentioned above is an indication only; Tenderers cannot derive any rights and/or obligations from this amount.



1.5 Award criterion

Tenders will be assessed on the basis of the Most Economically Advantageous Tender Award criterion (hereinafter to be referred to as "MEAT"), i.e., with a focus on the price/quality ratio offered.

1.6 Contacts

The contacts for this tender process are:

First contact	Deputy contact
G. Postma	E. Schaap
Procurement Advisor	Procurement Advisor



2. Description of the organisation

2.1 Description of the Ministry of Infrastructure and Water Management

The Ministry of Infrastructure and Water Management focuses on liveability and accessibility, with a good circulation in a clean and safe environment. The Ministry of Infrastructure and Water Management is working on strong connections by road, rail, waterways and air links. It protects against flooding and improves the quality of air and water. The Ministry is developing innovative policy to that end and ensures that this policy is implemented and enforced.

For more information on the Ministry of Infrastructure and Water Management, please refer to the website <http://www.government.nl/ministries/>.

2.2 Royal Netherlands Meteorological Institute

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, climate change, sea level rise, earthquakes, air quality, volcanic ash and solar storms.

Mission

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 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 Royal Netherlands Meteorological Institute (KNMI) is an agency of the Ministry of Infrastructure and Water Management. KNMI is designated and certified, under the Single European Sky (SES) framework, as Air Navigation Service Provider (ANSP) for Meteorology in the Amsterdam Flight Information Region.

The service provision consists of operating and maintaining the meteorological observation infrastructure of civil controlled airports in The Netherlands, and providing observations, forecasts, warnings, consultation and advisories. It also includes development and innovation to improve these services.

To address and manage the changes and improvements of the meteorological service provision a multiannual development and implementation plan has been developed in close cooperation with the regulator and the users. The focus lies on validation, development and implementation. A number of key developments have been identified. One of these developments is to implement wind LIDAR measurements (LIght Detection And Ranging) at Mainport Schiphol (EHAM).

Reason

The initiative to start measuring wind with LIDAR is to improve 4D-wind measurements that can eventually be used for wind nowcasts for ATM trajectory prediction systems. This is an enabler for the long term goal of KNMI to provide rapidly updated nowcasts that use both forecast information and near real time meteorological observations.

To enable this measurement campaign an European tender is done to purchase wind LIDAR equipment that is well-suited to provide accurate and reliable wind measurements over a 10 year period. During the first few years the focus will be on measurements validating current and expected wind regimes and enable further product development, also proving the extra value that wind LIDARs provide. At a later stage the wind LIDAR(s) will support operational services that KNMI performs under the Single European Sky framework.

Aim

A benefit from Doppler LIDAR measurements in many areas are foreseen to characterize the wind climate at Schiphol. Currently the wind is monitored by cup anemometers on a variety of locations at the airport, a SODAR and through aircraft-derived information (mode-S). The acquisition of a Doppler LIDAR system has the purpose to provide an additional mode of characterization of the wind, and to improve the currently existing ones. For this a series of objectives are identified:

- Cup anemometer representativeness validation
On a variety of locations, the Doppler LIDAR measurements will be compared to the cup anemometer information. As a first step to identify the differences due to the measurement type, then to validate the representativeness of the cup anemometer measurements for the wind climate on the runway. This includes tracing the source of unexpected gusts, vortex shedding of nearby buildings, etc.
- Wake vortex tracking
The impact of wake vortices is to be studied. Tracking these vortices provides valuable information for aircraft separation distance and time. Moreover, it should



provide additional information on runway safety by tracking the wake vortex propagation to check the influence on the runway and on nearby runways.

- Crosswind and tailwind on the runway, take-off and approach.
The Doppler LIDAR will be used to record the crosswind and tailwind for aircraft during take-off, approach and landing.
- Wind shear
It is expected that wind shear is not of major importance for Schiphol airport. By obtaining statistics on any occurrences of wind shear, it would be possible to provide information on prevalence of such events. Also, wind shear prediction methods may be tested.
- Validation of computational fluid dynamic (CFD) simulations
In the past, CFD simulations have been performed to set construction at the airport and its vicinity.
- Identification of turbulent flying areas
The forested area of the 'Amsterdamse bos' is known to occasionally cause turbulent flying. With the Doppler LIDAR, the occurrence of such turbulence can be validated and possibly the cause of the turbulence can be identified. Moreover, it may be possible that other areas may cause turbulence too.
- Vertical profiling and assimilation into numerical weather prediction (NWP) models
A vertical profile of the wind is to be specified. This will be compared with the SODAR data, aircraft-derived vertical profile and radiosonde profile. It is expected that this data will be assimilation into NWP models in the future.

For the fulfillment of these objectives, it will be necessary to perform Doppler LIDAR measurements from several locations at the airport. It will therefore be required to relocate the instrument on the airport. For instruments lighter than 2500 kg, KNMI is able to perform the relocation with its own vehicles, as long as the instrument can be placed easily on a trailer. For heavier instruments, relocation needs to be performed by the Tenderer.

KNMI already provides a wide range of measurement at Schiphol airport and its vicinity to the Dutch air traffic control authority (LVNL). For this purpose, KNMI is able to access the airport independently, after clearance is given by LVNL. Electricity will be provided on all designated LIDAR location by LVNL. Also network connection will be provided by LVNL whenever possible.

It is expected that the intended measurements will provide data and information that is interesting for a broad audience. A semi-annual publication to LVNL is scheduled, but publication on conferences and or peer-reviewed journals are also foreseen. Also development, improvement and validation of algorithms are within the scope of the research.

Statement of needs

It is identified that the wide range of objectives leads to Requirements that may be difficult to achieve with a single instrument. Therefore, Tenderers have the following choice in their offer:

1. A single instrument is offered that satisfies all Requirements as mentioned in Appendix 5 Programme of Requirements,



or

2. multiple instruments are offered. All of the instruments then must fulfill the Requirements mentioned in paragraph 1 to 3 and 6 to 18 of Appendix 5 Programme of Requirements. Moreover, at least one of the instruments must also fulfill the Requirements of paragraph 4 of Appendix 5 Programme of Requirements, and at least one of the instruments must also fulfill the Requirements of paragraph 5 of Appendix 5 Programme of Requirements.

3.2 Final products

The final product is divided into two parts:

1. The delivery of a Doppler LIDAR device (consisting of a single or multiple instruments, see 3.1) to measure the 3D wind field, which includes the use of software, training of employees and support and maintenance of the device for the first two years after date of completed SAT.
2. Starting from the third year after completed SAT, the assignment consists of a service and maintenance agreement (SLA) of the device as well as the option for use of (specific parts of) software and the option for an upgraded SLA with higher guaranteed uptime.

The choice for use of (specific parts of) software and the option for an upgraded SLA with higher guaranteed uptime will be made by KNMI at that time.

3.3 Policy principles

The Contracting Body conforms to the national government policy regarding sustainability and corporate social responsibility. It deems it important for service providers and suppliers to take account of the environment and social aspects in their operational management.

3.4 Variants

Submitting variants of these assignments is not permitted.

3.5 Changes in scope

The political field in which the Contracting Body operates is complex and in a state of flux. Because of the economic situation and tasks imposed by politics, a change in the organisation and consequently a change in its needs cannot be ruled out during the term of the Contract.

3.6 Options

The Contracting Body takes into account that the following optional services may, in the future, be included in the Contract as supplemental work:

- The use of software or specific modules of software starting from the third year after completed SAT.



- The possibility for a higher guaranteed uptime than the required 95%, achieved through an upgraded service and maintenance agreement (SLA).

The Contracting Body will request a quotation from the Contractor as part of this tender. Software pricing and pricing for an upgraded SLA with a higher guaranteed uptime is included in Appendix 7 Pricing sheet.

The Contracting Body is not under any obligation to procure the desired optional services. If the Contracting Body, for whatever reason, decides not to procure said services, it will explain its reasons to the Contractor.

Furthermore, should a repeat service be needed, the Contracting Body reserves the right to award the additional assignment to the original service provider, by virtue of Article 2.36 of the 2012 Tender Act.



4. Tender procedure

This tender procedure is carried out in accordance with European Directive 2004/18/EC, which has been implemented in the Dutch 2012 Tender Act.

This tender procedure has commenced with the announcement of the assignment and the placement of the Tender Documents 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.

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.

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 Body reserves the right to adjust the schedule.

Activity	Date
Publication of Descriptive Document through TenderNed	Wednesday 12-01-2022
Submission of questions (first round) until no later than	Thursday 27-01-2022, 10.00 hrs
Mailing of Information Memorandum no later than	Thursday 03-02-2022
Submission of questions (second round) until no later than	Monday 14-02-2022, 10.00 hrs
Mailing of Second Information Memorandum no later than	Friday 18-02-2022
Deadline for submission of Tenders	Tuesday 01-03-2022, 10.00 hrs
Announcement of "Intention to award"	Monday 28-03-2022
Verification meeting (on location or via Videocall)	Monday 04-04-2022
Suspensive period (20 calendar days) until no later than	Tuesday 18-04-2022
Final award	Wednesday 19-04-2022
Presumable commencement date of Contract and date of delivery	No later than Tuesday 18-10-2022

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 Body 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 authorised to act as responsible representative towards the Contracting Body (Representative).

If a Tender is submitted as a Combination, each individual Combination participant must provide a European Single Procurement Document.

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. If the main Contractor calls on the sub-Contractor to meet certain Suitability Requirements, this should be included in the ESPD. The sub-Contractor should in that case also fill in and sign a ESPD and this ESPD should be included with the submission of the Tender.

The Contracting Body is entitled to exclude the Tenderer if the composition of the Combination or Contractor-sub-Contractor construction 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 Body.

The Contractor must obtain prior permission in writing from the Contracting Body for any changes in the composition of the Combination or Contractor-sub-Contractor construction 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 Body 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 Body 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 Body 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 Tender

4.5.1 Inquiries

Questions regarding this tender procedure or substantiated text suggestions regarding the Tender Documents must be received by the contact of this tender procedure no later than the date stated in the schedule. The questions and text suggestions must be submitted through TenderNed by using the question form (see [Appendix 8 Question Form](#)). Questions must be sent in through sending in a message in TenderNed.

The Contracting Body 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 Body, 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 – anonymised – on TenderNed via an Information Memorandum, no later than the date / the time stated in the schedule. In the Information Memorandum, the Contracting Body 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 Contracting Body may set up an extra round of questions if, in its opinion, this is called for. A decision to that end will be announced via TenderNed. In this case, additional questions may be submitted until the date / the time stated in the schedule. An extra Information Memorandum will be sent out no later than the date / the time stated in the schedule.

The Information Memorandum constitutes an integral part of this Descriptive Document and takes priority over this Descriptive Document in the event of a conflict.

4.5.2 Manner of submission of Tenders

The Tender, including (signed) appendices in PDF format, must be submitted in time, electronically and exclusively via TenderNed.
Tenders offered in a way that does not meet these regulations will not be accepted.

4.5.3 Closing date for Tenders

The closing date (see schedule) 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 be structured as follows:

Contents		Appendix
1.	European Single Procurement Document	Appendix 3 European Single Procurement Document <i>In PDF-format, filled in and signed by the duly authorized representative of Tenderer.</i>
2.	Mandatory Forms	Appendix 6 Mandatory forms <i>In PDF-format, filled in and signed by the duly authorized representative of Tenderer.</i>
3.	Programme of Requirements	Appendix 5 Programme of Requirements: Check List. <i>In Excel-format and PDF-format, filled in and signed by the duly authorized representative of Tenderer.</i>
4.	Proof as described in 6.2	None, use your own format. <i>In PDF-format in which the evidence clearly refers to the relevant requirement.</i>
5.	Answer to Wishes in Appendix 5 Programme of Requirements	Appendix 5 Programme of Requirements: Check List. <i>In Excel-format and PDF-format, filled in and signed by the duly authorized representative of Tenderer.</i>
6.	Answer to Service and maintenance of the device	None, use your own format. <i>In PDF with clear reference in the name of the document.</i>
7.	Answer to Operational support	None, use your own format. <i>In PDF with clear reference in the name of the document.</i>
8.	Answer to Software	None, use your own format. <i>In PDF with clear reference in the name of the document.</i>
9.	Pricing sheet, including answer to Sub award criterion 5 and Sub award criterion 6 as well as pricing for both options as described in paragraph 3.6.	Appendix 7 Pricing sheet. <i>In Excel-format and PDF-format, filled in and signed by the duly authorized representative of Tenderer.</i>

The Contracting Body may reject any Tender that does not meet the structure outlined above.



4.5.6 Other terms and conditions / requirements

Use of mandatory forms

The Mandatory Forms appended to this Descriptive Document 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 organisation for the purpose of this tender procedure or who are authorised to do so by means of a mandate signed by a lawful representative of Tenderer's organisation.

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 8 calendar months 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 Dutch or 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 Body are prohibited, unless express permission in writing to this end has been received from a contact person. Failure to comply with this provision may lead to exclusion.

Termination of tender procedure

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

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



Completeness and correctness of Tender

It is emphasised 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 Body 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 Body. 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 Body 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 Body cannot be blamed for any inadequacies, contradictions and/or flaws in the Tender Documents 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 Body, but the Contracting Body makes it clear that, in its opinion, the documents do not contain any inadequacies, contradictions and/or flaws, at least, the Contracting Body 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 be put aside.

Copyright

The copyright of information provided by the Contracting Body rests with the Contracting Body. Save exceptions as stipulated in the Copyright Act, no part of the Tender documents and/or information provided by the Contracting Body 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 Body. Nor may the Tender documents and/or information provided by the Contracting Body and/or parts and/or components thereof be used for commercial purposes of whatever nature, without written permission from the Contracting Body.



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 Body. Tenderer guarantees that for the term of the Contract including any extension periods its organisation possesses the capacities, skills and resources required to meet the Requirements and wishes specified. The Contracting Body must be informed immediately of any substantial change in Tenderer's situation affecting its ability to meet these Requirements.

Withdrawal

The Contracting Body has the right to withdraw the invitation to tender for reasons of its own.

Rescission of Contract

The Contracting Body 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 Body 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 Body 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 Body 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 Body 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 [Appendix 4 Tender Procedures Complaints Protocol](#).



5. Grounds for exclusion and suitability requirements

5.1 European Single Procurement Document (ESPD)

In the tendering stage of a public procedure, Tenderers are only required to submit a ESPD 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 Body, 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 Body. And so forth (number three, number four, et cetera).

Please note:

- The ESPD must be signed by a competent and duly authorized representative of Tenderer's.

5.2 Grounds for exclusion

In the ESPD, the Grounds for Exclusion are specified (ticked) 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 Body may refrain from applying (one of) the Grounds for Exclusion for reasons stated in Article 2.88 of the 2012 Tender Act.

Verification document(s):

- Certificate of Conduct for Procurement [*Gedragsverklaring Aanbesteden, GVA*]¹

¹ At the time of submission of the Tender, the Certificate of Conduct for Procurement (GVA) must not be older than 2 years. The Certificate of Conduct for Procurement is a statement from a competent authority (issued by the Ministry of Security and Justice, *Justis* Department) that an investigation into the natural person or legal body concerned has not resulted in any objections with regard to tendering for government assignments, special sector assignments, concession contracts for public works or competitions. It specifically pertains to one or more statements or certificates in accordance with Article 45 of Directive 2004/18/EC of the European Parliament and the Council. Foreign Tenderers must submit a similar certificate



- Extract from the trade register, not older than 6 months at the time of submission of the Tender
- Certificate of Payment Conduct issued by the tax authorities, not older than 6 months at the time of submission of the Tender

5.3 Suitability requirements

In paragraphs 5.1 up to and including 5.3 of the ESPD, the Suitability Requirements are specified (ticked) that apply to this Tender procedure. These Suitability Requirements are outlined below; further details are provided in Appendix 6 Mandatory Forms.

By signing the ESPD and appending the ESPD 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.

Suitability Requirements		
	Description	
Economic and financial strength (Articles 2.90, 2.91, 2.92 of the 2012 Tender Act)	SR1	Company liability insurance
Technical skill and/or professional skill (Articles 2.93, 2.94, 2.95 of the 2012 Tender Act)	SR2	Core competence
Quality standards (Article 2.96 of the 2012 Tender Act)	SR3	Quality management system
Professional competence (Article 2.98 of the 2012 Tender Act)	SR4	Professional competence

from their country of origin. If the country involved does not issue such documents, the intended Certificate of Conduct may be replaced by a statement made by the Tenderer under oath in the presence of a notary.

Note: there is no rush procedure for applying for a Certificate of Conduct for Procurement. This means that you need to apply for such a certificate in time, if you do not already possess a valid certificate, and not wait until the intended decision to award has been sent out. The application process usually takes 4 weeks (for applications from natural persons) or 8 weeks (for applications from legal bodies).

For more information on the Certificate of Conduct for Procurement, go to:
<http://www.justis.nl/Producten/gedragsverklaringaanbesteden/>



6. Assessment Procedure

6.1 General

For the purpose of this tender procedure, the Contracting Body 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 Body (for approval).

6.1.1 Assessment proces

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 Individual assessment

Each member of the assessment committee first assesses the Tenders received on an individual basis and awards an individual score with regard to each Sub award criterion (with the exception of the Sub award criterion pertaining to pricing: this Sub award criterion is only made known to the assessment committee and added to the assessment once the other Sub award criteria have been assessed, lest the Contracting Body be influenced by the pricing in its assessment of the other Sub award criteria), in accordance with the assessment method set down in this Descriptive Document.

6.1.3 Discussion of 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. This includes a discussion of the scores awarded by the individual members, in order to enable them to explain the scores they have awarded and rectify any incorrect interpretations and/or mistakes in their assessment. Subsequently, the final score for each Sub award criterion is obtained by dividing the total of individually awarded scores by the number of members in the assessment committee, whereby the assessment team speaks with one voice and, therefore, arrives at a single final assessment mark for each Sub award criterion. 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 a total score. If need be, the total score is rounded off to the nearest integer (on the basis of the thousand point scale, see paragraph 6.3).

The intention to award will be forwarded to the Tenderer that has obtained the highest total score.

6.2 Requirements

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

All Requirements are set down in Appendix 5 – Programme of Requirements. A Requirement is marked as 'M' for 'Mandatory' in column C. This Appendix also includes a Requirements Check List in the tab '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 "No" will be deemed to have been completed with a "Not agreed"; in other words, Tenderer does not meet the Requirement.

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

Tenderer must observe the prescribed lay-out and shall add the completed Requirements Check List to the Tender.

Proof

Appendix 5 Programme of Requirements contains several Requirements that contain a request in column E. When Tenderer is asked to 'Add short description', 'The Tenderer should provide at least 1 piece of information to confirm this' or 'Add separate document(s)', the proof must be in compliance with the following rules.

1. The Tenderer must be able to demonstrate that the product or service irrefutably complies with the stated requirement. This can be done through:
 - a. A report comparing the measurements of the instrument with the measurement of a wind tower, for measurement up to 100 meters or;
 - b. A report comparing the measurements of the instrument with the measurements of another LIDAR system or;
 - c. A report of sample measurements or;
 - d. A publication of scientific research.
2. The proof must describe the current situation of the product or service and may not be older than twelve months at the time of tendering.
3. If the proof isn't sufficient in convincing KNMI that the product or service irrefutably complies with the stated requirement, Tenderer will provide more information and/or proof at the first request of KNMI and within the stated timeframe.



6.3 Sub award criteria

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

The sub award criteria are reflected in the table below, as are the maximum scores to be obtained for each Sub award criterion (and thus the mutual weighting). The table also states which form must be completed and appended to the Tender.

Sub award criteria		Maximum score to be obtained	Form ²
	Quality		
1	Wishes in Programme of Requirements (6.3.1)	45	Appendix 5 Programme of Requirements
2	Service, monitoring and maintenance (6.3.2)	10	no fixed format
3	Measurement advice and support (6.3.3)	5	no fixed format
4	Software (6.3.4)	10	no fixed format
	Price		
5	Pricing for delivery of a Doppler LIDAR device to measure the 3D wind field, including the use of software, training of employees and support and maintenance of the device for the first two years after date of delivery. (6.3.6)	20	Appendix 7 Pricing sheet
6	Pricing for service and maintenance on the device starting from year 3. (6.3.7)	10	Appendix 7 Pricing sheet
	TOTAL	100	

6.3.1 Sub award criterion 1, Wishes in Programme of Requirements

This Sub award criterion comprises a number of sub-sub award criteria which are reflected in the Appendix 5 Programme of Requirements, as are the maximum scores to be obtained for each W R (Wish Range) sub-sub award criterion (and thus the mutual weighting).

Appendix 5 Programme of Requirements contains sub-sub award criteria which are marked as W C for 'Wish Closed' or W R for 'Wish Range' in column C. In column D of the tab 'Requirements and Wishes' the maximum amount of points that can be awarded per wish is stated.

In Column D of the tab 'Check list' Tenderer provides either a Yes or No answer and (in case of a W R Type requirement) a specific answer in a range when requested.

² In the event of "no fixed format", the Contracting Body has not drawn up a form to be completed and appended by Tenderer. Tenderer must pursue the Sub award criterion in a manner of its own.



Points will be awarded in the following manner:

Type of answer	Points awarded
Wish Closed: Yes or No	When Yes, full points will be awarded. When No, no points will be awarded
Wish Range: Range	Points will be awarded according to the scoring matrices below.
Absence of answer	Zero points will be awarded

The following wishes in the Appendix 5 Programme of Requirements are part of this Sub award criterion:

Wish Closed:

- 2.7, 3.8, 9.3 and 14.6

Wish Ranged:

- 4.4, 4.7, 4.8, 5.3, 5.4 and 5.5

Scoring matrices for the sub-sub award criteria based on a 'range' answer

This paragraph states the scoring matrices for all wishes with a range answer (Wish Range) as described in Appendix 5 Programme of Requirements. The number of the wish applies to the number in the following tables.

Programme of Requirements, number 4.4									
Typical range (km)	Up to 1,4	1,4 to 2	2 to 2,5	2,5 to 3	3 to 4	4 to 6	6 to 8	8 to 10	10 and up
Awarded points	0	1,1	2,2	2,75	3,3	3,85	4,4	4,95	5,5

Programme of Requirements, number 4.7						
Minimum range resolution (m)	Up to 5	5 to 10	10 to 15	15 to 20	20 to 25	25 and up
Awarded points	3	2,4	1,8	1,2	0,6	0

Programme of Requirements, number 4.8					
Unambiguous range (km)	up to 7,5	7.5 to 10	10 to 15	15 to 20	20 and up
Awarded points	0	1,38	2,75	4,13	5,50

Programme of Requirements, number 5.3					
typical range (km)	up to 10	10 to 12	12 to 14	14 to 16	16 and up
Awarded points	0	1,38	2,75	4,13	5,50

Programme of Requirements, number 5.4						
maximum unambiguous radial wind speed (m/s)	up to 30	30 to 32	32 to 34	34 to 36	36 to 38	38 and up
Awarded points	0	1,1	2,2	3,3	4,4	5,5

Programme of Requirements, number 5.5				
unambiguous range (km)	up to 15	15 to 20	20 to 25	25 and up
Awarded points	0	2,75	4,13	5,50

Please note that when an answer falls exactly on the number between ranges the points of the lower range will be awarded.



For example: in 4.7 Tenderer states an unambiguous range of 10 km. Points awarded will fall in the category 7.5 to 10. If Tenderer states an unambiguous range of 10.1 km, points awarded will fall in the category 10 to 15.

6.3.2 Sub award criterion 2, Service, monitoring and maintenance

The Contracting Body wishes to contract a Contractor that understands the needs in regard service, monitoring and maintenance of the Instrument in order to meet the objectives of the project, as well as the possibilities for the execution of maintenance in regards to location and objectives.

Therefore Tenderer is asked to submit a description of their service and maintenance plan in regard to this Instrument. This description will become part of the Agreement and is included in the pricing of year 1 and 2, pricing for years 3 to 10 is submitted in Appendix 7 Pricing sheet.

The description must contain the following subjects:

- Availability of and ways to contact the helpdesk, e.g. visits, phone support, e-mail support, on-site support, etc.;
- Preventative measures;
- Monitoring and reporting capabilities;
- Planned maintenance;
- Time to respond, time to investigate and time to solve including a list of activities per category;
- The policy regarding monitoring or troubleshooting;
- The policy regarding spare parts;
- The policy regarding the substitution of the Instrument.

For each of the subjects of the description, the Contracting Body initially assesses whether the description is clear, i.e. is it clear what Tenderer intends to do? If the description is not clear, Tenderer does not score any points for this sub-sub award criterion.

For each sub-sub award criterion, the Contracting Body subsequently assesses whether the solution outlined is feasible, i.e. is it realistic, can it be accomplished within the timeframe, is it implementable for the Contracting Body, does it provide a credible description that the SLA related Requirements (section 15 and 16 of Appendix 5 Programme of Requirements) will be met? If the solution outlined is not feasible, Tenderer does not score any points for this sub-sub award criterion.

Points will be awarded conform the table in paragraph 6.3.5 Awarding points for sub award criteria 2, 3 and 4.

6.3.3 Sub award criterion 3, Measurement advice and support

The Contracting body understands that reaching the objectives can be complicated. Next to having a correctly working LIDAR, possibly expert advice is required on configuration of the Doppler LIDAR, data processing settings, data evaluation or other questions or problems that may arise. The Contracting body expects the Tenderer to be adequately available for advice, and occasionally available for in-depth discussions on the measurements, instrument configuration and data processing. This could be e.g. in the form of half-yearly progress discussion, supplied with phone or e-mail support. The



Tenderer is asked to describe the support that they provide to aid the Contracting body in reaching the objectives as stated in section 3.1.

The description must contain the following subjects:

- The support that can be provided, e.g. visits, phone support, e-mail support, etc.;
- Availability of and ways to contact the experts;
- Time to respond, time to investigate;
- The expected benefit for the project and objectives;
- An example of successful collaboration with another party.

For each of the subjects of the description, the Contracting Body initially assesses whether the description is clear, i.e. is it clear what Tenderer intends to provide? If the description is not clear, Tenderer does not score any points for this sub-sub award criterion.

For each sub-sub award criterion, the Contracting Body subsequently assesses whether the solution outlined is feasible and useful, i.e. is it realistic, can it be accomplished within the timeframe, is it implementable for the Contracting Body, to what extent will it aid in reaching the objectives? If the solution outlined is not feasible, Tenderer does not score any points for this sub-sub award criterion.

Points will be awarded conform the table in paragraph 6.3.5 Awarding points for sub award criteria 2, 3 and 4.

6.3.4 Sub award criterion 4, Software

The Contracting body values the importance of processing and visualization of the measurement data, as well as monitoring of the instrument and measurements. Whenever possible, the Contracting body prefers to purchase off-the-shelf software, rather than develop it itself. This needs to fit the current software landscape of KNMI: software used in operational processing needs to be linux-based, containerized (Docker), easy to integrate in the cloud (Amazon Web Services) and that communication via APIs is possible.

The Tenderer is asked to submit the following:

1. a complete list of available software and algorithms offered.
2. A recommendation of the software and/or algorithms that aid in reaching the objectives as given in paragraph 3.1 in an efficient manner. Examples are data processing software with a variety of algorithms, such as runway oriented shear, wake vortex tracking software, etc.

The recommendation list should include the following items.

- A description of the software / algorithm,
 - An explanation how each software / algorithm aids the stated objectives, and explicitly which objective(s) is aided.
3. A short description about the following points of compliance to the KNMI Requirements on software: linux-based, containerable, AWS cloud ready, and communication through APIs.



The recommended software should be provided for an evaluation period of minimum 2 years. After this evaluation period, the Contracting Body decides which software is purchased as described in paragraph 3.6.

Evaluation will be based on the following criteria:

1. Complete list available (no points if not available)
2. Clarity of description on why recommended software aids to reach the objectives effectively;
3. Completeness of recommended software, i.e. to what extent does the recommended software aid in reaching the objectives;
4. Compliance of software with the referenced elements of software Requirements.

Points will be awarded conform the table in paragraph 6.3.5 Awarding points for sub award criteria 2, 3 and 4. If the recommended software is not linux-based, the awarded points of this sub-criterion will be divided by a factor of 2.

6.3.5 Awarding points for sub award criteria 2, 3 and 4

Sub award criteria 2, 3 and 4 are assessed as follows:

Rating		Description
0% of maximum points to be obtained	Not submitted	-
10% of maximum points to be obtained	Poor	In the opinion of the assessment team, Tenderer has pursued the substance of the elements and aspects requested to a very limited extent and/or Tenderer has taken only very limited account of the principles of this European tender procedure and the Tender documents, or, in the opinion of the assessment team, Tenderer has not provided a substantive answer to the question.
40% of maximum points to be obtained	Mediocre	In the opinion of the assessment team, Tenderer has pursued the substance of the elements and aspects requested only partially or to a limited extent and/or Tenderer has taken no or only very limited account of some of the principles of this European tender procedure and the Tender documents.
70% of maximum points to be obtained	Sufficient	In the opinion of the assessment team, Tenderer has provided a substantively relevant, appropriate and good answer that is based on the principles of this European tender procedure and the Tender documents. All the requested competence elements have been fleshed out and answered.
100% of maximum points to be obtained	Good	In the opinion of the assessment team, Tenderer has provided a substantively relevant, appropriate and excellent answer that is fully based on the principles of this European tender procedure and the Tender documents. All the competence elements and aspects have been fully fleshed out and answered in a substantively excellent and appealing manner.



The rating is the awarded percentage multiplied by the maximum number of points to be scored for the Sub award criterion under consideration, rounded to two decimals.

6.3.6 Sub award criterion 5, Pricing for delivery of a Doppler LIDAR device to measure the 3D wind field, including the use of software, training of employees and support and maintenance of the device for the first two years after date of delivery.

Tenderer is requested to quote prices according to the tables / structure as appended in Appendix 7 Pricing Sheet.

The following requirements, terms and conditions apply to the pricing:

- Prices must be in Euros and exclusive of VAT;
- The Tender sum for Sub award criterion 5 is a fixed amount valid for the duration of the Contract;
- The offered price includes the delivery, transfer of ownership of a Doppler LIDAR device as well as the use of all software pertaining to this device, training of employees of KNMI and support and maintenance of the device for a period of two years, starting after the completed SAT and in accordance with the stated Requirements and answered wishes.
- The offered prices are "all-in" for the products and services described in Appendix 5 Programme of Requirements (i.e., inclusive of all additional costs such as (but not limited to), for example, manufacturing, shipment, transport, warranty, insurance, training, use of software and support and maintenance for the first two years, travel expenses, accommodation expenses, administrative expenses and overheads);
- Any discounts to be offered must be incorporated into the Tender sum.

The Tender sum for Sub award criterion 5 is awarded with a set amount of points in accordance with the following scale:

Tender sum			Awarded points
Tier	Minimum in €	Maximum in €	(20 max.)
1	€ 899.999,99 or less		20
2	€ 900.000,00	€ 949.999,99	18
3	€ 950.000,00	€ 999.999,99	16
4	€ 1.000.000,00	€ 1.049.999,99	14
5	€ 1.050.000,00	€ 1.099.999,99	12
6	€ 1.100.000,00	€ 1.149.999,99	10
7	€ 1.150.000,00	€ 1.199.999,99	8
8	€ 1.200.000,00	€ 1.249.999,99	6
9	€ 1.250.000,00	€ 1.299.999,99	4
10	€ 1.300.000,00	€ 1.349.999,99	2
11	€ 1.350.000,00 or more		0



For example: Tenderer submits a Tender sum for this Sub award criterion of € 975.560,00. This translates to tier 3 with 16 awarded points.

6.3.7 Sub award criterion 6, Pricing for service and maintenance on the device starting from year 3 after completed SAT.

Tenderer is requested to quote prices according to the tables / structure as appended in Appendix 7 Pricing Sheet.

The following requirements, terms and conditions apply to the pricing:

- Prices must be in Euros and exclusive of VAT;
- The Tender sum for Sub award criterion 6 is subject to a ceiling of € 500.000,00 for a period of 8 years. The Tender sum for Sub award criterion 6 may not exceed the budget ceiling, on penalty of exclusion;
- The Tender Sum is a fixed amount valid for the duration of the Contract;
- The offered prices include all support and maintenance for the device in order to accomplish an operational up-time of 95% on a yearly basis (requirement 15.3).
- The offered prices are "all-in" for the products and services described in Appendix 5 Programme of Requirements (i.e., inclusive of all additional costs such as (but not limited to), for example, travel expenses, accommodation expenses, administrative expenses and overheads);
- Any discounts to be offered must be incorporated into the Tender sum.

The Tender sum for Sub award criterion 6 is awarded with a set amount of points in accordance with the following scale:

Tender sum			Awarded points
Tier	Minimum in €	Maximum in €	(10 max.)
1	€ 150.000,00	€ 169.999,99	10
2	€ 170.000,00	€ 189.999,99	9
3	€ 190.000,00	€ 209.999,99	8
4	€ 210.000,00	€ 229.999,99	7
5	€ 230.000,00	€ 249.999,99	6
6	€ 250.000,00	€ 269.999,99	5
7	€ 270.000,00	€ 289.999,99	4
8	€ 290.000,00	€ 309.999,99	3
9	€ 310.000,00	€ 329.999,99	2
10	€ 330.000,00	€ 349.999,99	1
11	€ 350.000,00	€ 500.000,00	0

For example: Tenderer submits a Tender sum for this Sub award criterion of € 217.500,00. This translates to tier 4 with 7 awarded points.



6.4 Intended winner

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

If two parties end up with the same score, the total number of points obtained for Sub award criterion 1 "Wishes in Programme of Requirements" will be the deciding factor. If two parties still end up with the same score, the total number of points obtained for Sub award criterion 4 "Software" 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 Government Prosecutor or a notary.

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 Body.

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.

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 Body with respect to the award of the assignment.



Appendices

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

- Appendix 1 Concept Agreement
- Appendix 2 Terms and Conditions
- Appendix 3 European Single Procurement Document
- Appendix 4 Tender Procedures Complaints Protocol
- Appendix 5 Programme of Requirements
- Appendix 6 Mandatory Forms
- Appendix 7 Pricing Sheet
- Appendix 8 Question Form