



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

Descriptive Document

Pertaining to : **Seismological monitoring instruments for KNMI**

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

A cooperation 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

A written agreement entered into with the Tenderer that wins this Tender Process, covering the provision of the supplies and/or services requested by the Contracting Authority. In this Tender Procedure, the Contract will consist of a Framework Agreement that allows the Contracting Authority to place (an) order(s) with the Contractor, based on the terms and conditions arising from this Tender Procedure.

Contracting Authority

The Royal Netherlands Meteorological Institute, Koninklijk Nederlands Meteorologisch Instituut (KNMI), represented in this Tender Procedure by the Ministry of Infrastructure and Water Management, which will be the Purchaser.

Contractor

The winning Tenderer with which Contracting Authority enters into a Contract within the context of this Tender Procedure (in The ARIV-2018 conditions also mentioned as Supplier).

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 procedure.

Lot

Separate part of this Tender Procedure for which the Tenderer can submit a Tender. This particular tender is divided into three separate Lots.

Mandatory Forms

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

Product

The equipment or instruments, that meet all requirements as specified, associated and under the scope of this Tender Procedure.

Proposal (also: Tender)

The bid, quotation or Proposal (Tender) 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

The bid/quotation or Proposal submitted by Tenderer for this Tender Process.

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 procedure.

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 **Seismological Monitoring Instruments** for the Royal Netherlands Meteorological Institute (KNMI) as Contracting Authority.

1.1 Objective

The Contracting Authority aims to enter into a Framework Agreement with one (1) Contractor per Lot to procure **Seismological Monitoring Instruments**.

1.2 Duration of Contract and Terms and Conditions

The agreement concerns an order for the supply of instruments (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.

The Contracting Authority is under no circumstances obliged to enter into a contract. The client can also partially waive the award (by not awarding). The duration of the agreement is foreseen from August 2023 to August 2025 with the option of unilateral extension by the Contracting Authority of two times one year. The Contract will therefore run until August 2025 and with the extensions until August 2027 at the latest.

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 Division into Lots

Motivation for Division into Lots: Given the cohesion that the various products within the scope of this tender have to each other but also the clear differences between them in distinguishable units, Contracting Authority is of the opinion that the division into Lots within one tender is justified.

In scope:

The products/instruments that Contracting Authority wishes to procure in this Tender Procedure can be divided into the lots below;

1. Lot 1: Geophone string 205 meters with a geophone every 50 meters;
2. Lot 2: Surface accelerometer with associated data logger;
3. Lot 3: 12+ channel data logger for geophone string.

In this case, it is also proportional and desirable to distinguish three Lots. The expectation of Contracting Authority is that with this division into Lots, the chances to receive qualitative and competitive bids. Tenderer is free to submit a Tender for one or more Lots. The units described in the lots are ordered in batches of 5 units. However, the contracting authority shall be



entitled to order a batch of a different number. All costs for shipment and handling, duties and charges are for responsibility of the Contractor, please refer to Annex 3. Draft Agreement Article 3 for more information.

Please note that the numbers mentioned above are estimates and no rights can be derived from this estimation. the contracting authority is free to determine when and how often orders are placed.

Out of scope: please note that installation, training and other services *are out of scope*.

1.4 Value of the assignment

The estimated total value of the contract (three lots combined) including all extension periods is between € 1.000.000 and € 1.700.000 excluding VAT. This is an estimation, and no rights can be derived from this estimation.

KNMI foresees the procurement of;

- Lot 1; Between 25 and 40 Geophone strings over the total duration of the contract including extensions (approx. 5-10 units every year)
- Lot 2 Surface accelerometer + data logger; Between 25 and 45 over the total duration of the contract including extensions (approx. 15 in first year and 10 in subsequent years)
- Lot 3 Data logger for geophone string; Between 25 and 40 over the total duration of the contract including extensions (approx. 15 in first year, and approx. 5 to 10 in subsequent years).

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% (pricing) - 30% (quality) for Lot 1 and 60% (pricing) - 40% (quality) for Lot 2 and 3.

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.

1.6 Contacts

The contacts for this Tender Procedure are:

Primary Contact	Deputy Contact
Ervin Schaap	Saskia Luxen
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 Procedure 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 Procedure contains the procurement of Seismological Monitoring Instruments for Contracting Authority KNMI.

3.2 Variants

Submitting variants of these assignments is not permitted.

3.3 Changes in scope

The Contracting Authority foresees the ordering of Products as specified under paragraph 1.3. However, no rights can be derived from this by Tenderers, as the actual ordering may deviate. The actual number of products to be ordered depends on several factors, such as internal planning, necessity, and budget.

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 2.33 to 2.36 of the 2012 Tender Act.



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 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 Procedure, KNMI is convinced that the Public open procedure is the most suitable procedure for this Tender 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. This means that:

- Any questions or suggestions regarding the Tender Documents, Terms and Conditions and Contract must be posed during the Tender procedure, 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	June 8th (Thursday) 2023
Submission of questions until no later than	June 28th (Wednesday) - 12:00 (C.E.T.+1 Europe/Amsterdam-time)
Publication of Information Memorandum no later than	July 5rd (Monday) (C.E.T Europe/ Amsterdam-time)
Deadline for submission of Tenders	August 7th (Monday) - 12:00 (C.E.T Europe/ Amsterdam-time)
Announcement of "Intention to award"	September 4th (Monday) 2023 (or sooner if possible)
Suspensive period (20 calendar days) until no later than	September 25th (Monday) 2023
Final award	September 26th (Tuesday) 2023
Presumable commencement date of Contract*	A.s.a.p. after final award October 1st 2023

*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 an European Single Procurement Document (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 independently.

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**. Contracting Authority can not guarantee that questions that are received after the mentioned closing date for submission of questions (see 4.2 Scheduling) can be answered. Tenderers are advised to submit their questions as soon as possible.

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 submitted in manners other than specified will not be considered.

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 TenderNed.

Please keep in mind that submitting a Proposal on TenderNed 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 received too late will not be considered. 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. An internal report will be drawn up stating which Tenderers have submitted a Tender.

4.5.5 Structure of Tender (Checklist)

Every Tender must comply with the layout below. Please read this carefully, as failure to follow this layout below may affect the validity of your Tender!

Please check the table below before submitting your Tender to check if the Tender is valid and complete.

Tenderers must submit the following documents with their Tender:

Contents	Annex
1. Cover letter (signed) – In this letter you indicate on which Lot (or Lots) you wish to submit a Tender. Please also include full name of Tenderers organization, Chamber of Commerce- / Professional register /trade Register - registration number, bank details etc. Furthermore, this Cover letter must contain ; - extract from the trade register not older than 6 months at the time of submission of the Tender - if applicable also a power of attorney (Please also see Suitability Requirement 4 of the Annex 2 Mandatory Forms)	None / free format
2. European Single Procurement Document (signed)	Annex 1.
3. Mandatory forms (signed) (In case of submission of multiple Lots, please make sure that 4.2.1 SR-2 references are submitted <u>per individual Lot</u>)	Annex 2.
4. Pricing form / Quotation (signed) (To be submitted per Lot)	Annex 5.
5. Program of Requirements and Awarding criteria (To be submitted per Lot) Completed Annex 6 in PDF format , supplemented with the Substantiations for several Desirables, see Annex 6.	Annex 6.



Please note; Make sure all the requested documents are uploaded in TenderNed. the outline/layout described above applies regardless of the number of Lots for which Tenderer submits a Tender. Regardless of the number of Lots, all requested Documents/Annexes have to be submitted. In case Tenderer Tenders for more than one Lot, one submission of a Tender will suffice, but more references will have to be submitted in the mandatory forms (Annex 2) and also the relevant Program of Requirements (Annex 6) and a financial quotation (Annex 5) per Lot will have to be submitted. In case of Tendering for more than one Lot, please also describe which Lots Tenderer wants to Tender for in the Cover Letter.

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, if summary proceedings are instituted against the provisional award decision, it must stand by its bid for at least 30 calendar days following the court order or the claim's withdrawal.

Communication

The Tender and all further correspondence and communication regarding this Tender Procedure, 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 Procedure 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 Procedure (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 regarding 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 as far 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 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 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 Tender Procedure 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 Annex 7. 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 an 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, lawfully qualified to represent Tenderer's organization.

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.

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 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 recurrence 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*	Core Competencies - submission of two (2) different reference assignments <u>per Lot</u> that Tenderer submits a Tender for. Please see Annex 2. Mandatory Forms for more information. <i>These references must be filled in in Annex 2 Mandatory Forms and have to be included with the submission of the Tender (!)</i> <i>If Tenderer tenders for multiple Lots, please make sure all the Core competencies per Lot are submitted in the Tender.</i>
Professional competence (Article 2.98 of the 2012 Tender Act)	SR3	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>

* The core competences for this particular Tender Procedure are further substantiated in Annex 2. The Core competencies include;

Lot 1:

Tenderer has proven experience with the following core competencies:

- (1) Delivery of Geophone string for use in Seismological monitoring and research;
- (2) The equipment is field-tested and the quality performance complies with the stated requirements by the client of the assignment.

Lot 2:

Tenderer has proven experience with the following core competencies:

- (1) Delivery of Surface accelerometer with associated data logger for use in Seismological monitoring and research within an organization which operates a FDSN**-registered Network;
- (2) The equipment is field-tested and the quality performance complies with the stated requirements by the client of the assignment.

Lot 3:

Tenderer has proven experience with the following core competencies:

- (1) Delivery of 12+ channel data logger for geophone string for use in Seismological monitoring and research within an organization which operates a FDSN**-registered Network;
- (2) The equipment is field-tested and the quality performance complies with the stated requirements by the client of the assignment.

**FDSN; (International Federation of Digital Seismograph Networks, please also see www.fdsn.org)



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, regarding 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, regarding 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, regarding 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 for 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, a consensus score for each sub award criterion is determined by the assessment team. The final assessment marks of the sub award criteria are added up, factoring in the sub award criteria' weighting as set 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 6 – Program of Requirements**. 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 the performance of the services.

This Annex also consists of several Desirables, to which a score is associated.

Any Requirement Tenderer has not completed or answered with "Yes" is a "Knock-Out" (K.O.) and when the answer is not "an unconditional "Yes", Tenderer does not



meet the Requirement. **Note:** Tenders that do not unconditionally meet all the (K.O.) 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 'Desirables' ('D' - desirable extra features or DO 'Desirable Open' in case a substantiation is requested), which are not mandatory, but will be awarded points to determine the Most Economic Advantageous Tender (MEAT). For contracting authorities, a Tender that meets more of the wishes is also of more value. If Tenderer conforms to more 'W'-criteria, a higher score will be given. Voor Desirables marked with 'DO', a substantiation is requested. Please read the instructions in the Program of Requirements carefully.

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 Lot 1	Maximum points Lot 2 and 3
6.3.1.	1. Quality	300 (30%)	400 (40%)
6.3.2	2. Price	700 (70%)	600 (60%)

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 6 – Program of Requirements and Awarding criteria.**

All K.O. marked criteria must be answered "Yes" for the Tender to be valid. Unanswered K.O.-criteria will be accounted as if answered "No" and will therefore render the Tender as invalid. Additionally, Sub Award Criteria marked as 'D' for 'Desirable' should be answered. Unanswered D-criteria will receive zero points. For several D's the scores are described in Annex. 6. For D's where a substantiation is requested, please refer to the table below, as it indicates how the assessment will take place.

For the Qualitative awarding criteria marked with **D** that require a substantiation to be added to the Tender, the following measurement scale is conceived to determine to the percentage of the respective maximum score for that Desirable.

Excellent	The substantiation is very complete and highly consistent, is clearly relevant, is very convincing and/or the solution offers extensive added value.	100% score
Good	The substantiation is mostly complete and consistent, is mostly relevant, is convincing and/or the solution offers clear added value.	70% score
Sufficient	The substantiation is sufficient/consistent, is partly relevant, is reasonably convincing and/or the solution is sufficient and offers some added value.	50% score
Poor	The substantiation is only barely sufficient/consistent, is only somewhat relevant, is barely convincing and/or the solution is barely sufficient and offers no added value.	20% score
Insufficient	The substantiation is insufficient or not consistent, is not relevant, is not convincing and/or the solution is insufficient.	0% score



6.3.2 Sub award criterion 2, Pricing

Contracting Authority wishes to order 5 units per order (this amount per order may differ in exceptional cases). The price of 5 units included in the price sheet will determine the score for the Tender.

A price range has been determined for each unit within the plots. Tenderers must remain within the set range with the unit price. The price of the unit multiplied by 5 (the price for a typical order) will be used as the comparison price.

The score for the price component is determined by comparing the prices received to a maximum score of 700 points for Lot 1, and a maximum of 600 points for Lot 2 and 3.

Pricing range per Lot;

Lot	Minimal price per unit	Maximum price per unit
Lot 1 Geophone string 205 meters with a geophone every 50 meters	€ 5,000	€ 10,000
Lot 2 Surface accelerometer with associated data logger	€ 5,000	€ 8,000
Lot 3 12+ channel data logger for geophone string	€ 15,000	€ 25,000
Lot 3 24+ channel data logger for geophone string (this datalogger is optional. The standard will be the 12+channel data logger)	€ 30,000	€ 45,000

The price assessed is the total quotation price (excluding VAT).

The award for Pricing will be determined on the formula below.

$$M * \frac{(C - O)}{S} = A$$

M= Max score (700 in case of Lot 1)

O= Offered Price

A= Awarded Score

C= Financial Cap/ Financial ceiling (Lot 1: **€ 50,000**, Lot 2 **€ 40,000**, Lot 3 **€ 125,000** (12+) / **€ 225,000** (24+))

S= Financial Spread (Lot 1: **€ 25,000**, Lot 2: **€ 15,000**, Lot 3: **€ 50,000** for 12 channel and **€ 75,000** for 24 channel)



Example for Lot 1:

Consider the following example with 6 bidding parties:

Party	A	B	C	D	E	F
Total price offered by Tenderer	25000	30000	42500	50000	55000	20000
Total score for Price	700	600	240	0	K.O.	K.O.

Tenderer A offers a total price of € 25,000.00 (Tenderer A offers a Geophone string for € 5,000 each which results in a total price for 5 units of € 25,000 excl. VAT.)

Tenderer B offers a total price of € 30,000.00 (Tenderer B offers a Geophone string for € 6,000 each which results in a total price for 5 units of € 30,000.00 excl. VAT.)

Tenderer C offers a total price of € 42,500.00 (Tenderer C offers a Geophone string for € 8,500 each which results in a total price for 5 units of € 42,500.00 excl. VAT.)

Tenderer D offers a total price of € 50,000.00 (Tenderer D offers a Geophone string for € 10,000 each which results in a total price for 5 units of € 50,000.00 excl. VAT.)

Tenderer E offers a total price of € 55,000.00 (Tenderer E offers a Geophone string for € 11,000 each which results in a total price for 5 units of € 55,000.00 excl. VAT.)

Tenderer F offers a total price of € 20,000.00 (Tenderer F offers a Geophone string for € 4,000 each which results in a total price for 5 units of € 20,000.00 excl. VAT.)

Calculation

Score **Tenderer A**

$$700 * \frac{(\text{€ } 50,000 - \text{€ } 25,000.00)}{\text{€ } 25,000.00} = 700$$

Score **Tenderer B**

$$700 * \frac{(\text{€ } 50,000 - \text{€ } 30,000.00)}{\text{€ } 25,000.00} = 560$$

Score **Tenderer C**

$$700 * \frac{(\text{€ } 50,000 - \text{€ } 42,500)}{\text{€ } 25,000.00} = 210$$

Score **Tenderer D**

$$700 * \frac{(\text{€ } 50,000 - \text{€ } 50,000)}{\text{€ } 25,000.00} = 0$$

Score **Tenderer E**

Tenderer E exceeds the financial cap and receives no points.

Please note: A Price that remains outside the bandwidth does not meet the requirement and the Tender is rejected.

Score **Tenderer F**

Tenderer F remains below the threshold and receives no points



Please note: A Price that remains outside the bandwidth does not meet the requirement and the Tender is rejected.

Please note that Contracting Authority **requests both the filled in (MS Excel-file) and signed Quotation form in a PDF-file (Pricing Sheet - Annex 5).**

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, based on DDP-delivery and no other costs will be charged.

6.4 Intended winner

The Tenderer that emerges as the Most Economically Advantageous Tenderer (MEAT) 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 criterion #O4 (Service and added value) will be the deciding factor. If that score is also equal, criterion #O3 (Environmental awareness) 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.



Annexes

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

- Annex 1. ESPD
- Annex 2. Mandatory Forms
- Annex 3. Draft Contract
- Annex 4. Terms and Conditions (ARIV) (+ Explanatory-notes-Purchasing-Conditions-2018-ARIV_2018-may2018)
- Annex 5. Pricing Sheet
- Annex 6. Program of Requirements and Awarding criteria Lot 1 / Lot 2 / Lot 3
- Annex 7. Tender Procedures Complaints Protocol
- Annex 8. Questioning Form