



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

Descriptive Document

Pertaining to : **Delivery of a MET/ANSP OPMET system
(including user license, support and maintenance)**

According to a : **Public European Tender Procedure**

TenderNed reference: **TN-397421**

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Contact : **E. Schaap**



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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

Annex or Appendix is a document that is a part of the Tender Documents. Annexes 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 Most Economically Advantageous Tender (MEAT). This means that the Contracting Authority will assess both price and quality. The Award Criterion will be based on qualitative aspects and price. The Desirables have been specified in various 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/ Agreement

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

Contracting Authority

The party that initiated the Tender Procedure and also the party for whose benefit the Contract is concluded, in this case The Royal Netherlands Meteorological Institute, Koninklijk Nederlands Meteorologisch Instituut (KNMI). In this case represented by the Ministry of Infrastructure and Water Management.

Contractor

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

Descriptive Document

The document at hand consisting of, among other things, the outlining and explaining the assignment, the Tender Procedure to be followed, the Suitability Requirements and the Tender evaluation criteria.

Desirable

Desirable features of Product or System that the Contracting Authority sets in this Tender Procedure that are desirable and may lead to a higher valuation of the Tender, but the



absence of which does not lead to exclusion from this Tender Procedure. (This in contrast with the Requirements which in the event that Requirements cannot be met, this will lead to exclusion from further participation to this Tender Procedure.)

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.

Exclusion Ground

A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.

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 Procedure.

Lot

Separate part of this Tender for which the Tenderer can submit a proposal. This particular Tender is not divided into 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. In addition, the Mandatory Forms contain questions relating to the Tenderer.

Proposal (Also: Tender)

The bid submitted by Tenderer for this Tender Procedure.

Product (also: System)

The object/service to be delivered by the Contractor to the Contracting Authority on the basis of the Contract.

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 software system, in relation to the Requirements. The SAT is described in Annex 2 Draft 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.

System (also: Product)

The object/service to be delivered by the Contractor to the Contracting Authority on the basis of the Contract.

Tender Documents

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

Tender Procedure

The procedure used to procure the defined goods and services.

Tenderer

Entrepreneur or Enterprise who has submitted a Tender (or is planning to submit a Tender) for this Tender Procedure.

Terms and Conditions

The general terms and conditions that apply to this assignment / Contract, viz., the General Government Terms and Conditions for IT Contracts [*Algemene Rijksvoorwaarden voor IT-contracten*] (ARBIT 2022).

Technical Definitions / abbreviations

AWS	Amazon Web Service
AIRMET	Airman's Meteorological information
ANSP	Air Navigation Service Provider
API	Application Programming Interface
BREM	Bulletins Reports Meteorological database
BUFR	Binary Universal Form for the Representation of meteorological data
CI/CD	Continuous Integration/Continuous Delivery
EDR	Endpoint Detection and Response
FTP	File Transfer Protocol
GML	Geography Markup Language
GRID	Gridded data format: a raster data storage format
IFR	Instrument Flight Rules
IWXXM	ICAO Meteorological Information Exchange Model
MSS	Message Switching System



METAR	Meteorological Aerodrome Report
OGC	Open Geospatial Consortium
OPMET	Operational Meteorological reports
REST XML	Representational State Transfer XML
SaaS	Software as a Service
SADIS	Satellite Distribution System
SIGMET	Significant Meteorological Information
SIGWX	Significant Weather Chart
SWIM	System Wide Information Management - Eurocontrol
TAC	Traditional Alphanumeric Code
UWT	Upper air Wind and Temperature
VAAC	Vulcanic Ash Advisory Centre
VFR	Visual Flight Rules
WAFC	World Area Forecast Centre
XML	Extensible Markup Language



1. Introduction

This document is the Descriptive Document for the Public European Tender Procedure regarding the delivery of a MET/ANSP OPMET system, including the acquisition of a license on usage of the system and the provision of support and maintenance on behalf of the Royal Netherlands Meteorological Institute (KNMI) as the Contracting Authority.

1.1 Objective

The Contracting Authority 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 5 years, starting from successful completion of a Site Acceptance Test. The SAT will be performed after software configuration and may last two weeks maximum.

After these initial 5 years the Contracting Authority may unilaterally extend the Contract three times for a period of 2 years up to a maximum of 6 years. The maximum total duration of the contract is then 11 years.

The Contract is subject to the Terms and Conditions (please see the Draft Agreement, Annex 2, and ARBIT-2022-conditions, Annex 3 attached to the Tender Documents). Tenderer's own terms and conditions will not be accepted. Should Tenderer declare its own (purchasing) terms and conditions applicable, then its Tender will be disregarded.

Contracting Authority is under no circumstances obliged to enter into a Contract. The Contracting Authority can also waive the award.

1.3 Combining / Parcelling out

For the Contracting Authority, parcelling out components of the assignment will be inefficient and entail more risks (as regards the execution). Our research has shown that it is customary that delivery of the software and support and maintenance are executed by the same party. For this reason, we have decided that these components should be combined into a single assignment.

1.4 Value of the assignment

The total value of the **initial assignment** (meaning the first 5 years of the Contract) is a maximum of € 400,000.00 excl. VAT. The assignment includes installation/configuration of the software and in case of an 'On-premise' solution delivery to KNMI. The assignment also includes licence costs, service and maintenance (including compliancy to EU/WMO/ICAO regulations) and costs for cloud services and cloud storage (in case of a software-as-a-service (SaaS) solution) for the first five (5) years of the contract.

The above amount constitutes the ceiling sum for this assignment and cannot be exceeded. The Ministry of Infrastructure and the Environment reserves the right to exclude any Tenders that exceed the ceiling sum.



After the initial duration of the contract, the Contracting Authority has the **option to unilaterally extend the assignment** for the software license, support and maintenance contract and for cloud services and cloud storage in case of a SaaS solution, three (3) times with a period of each two (2) years. The value of the extended assignment is a maximum of € 40,000.00 excl. VAT per year. For six (6) years the total value of the renewed assignment is therefore a maximum of € 240,000.00 excl. VAT.

The contractor guarantees that it is willing and has the capacity to **adjust** the software according to specific wishes and requirements specified by the Contracting Authority, for at least five (5) years, and after extension of the contract each time an additional two (2) years. The contractor offers an hourly rate for these development services. In case of adjustments to the software, the Contracting Authority will specify the adjustments and the contractor will submit a quotation specifying the number of hours required for the adjustments and at the agreed hourly rate. The work will only start after the approval of the Contracting Authority.

The different phases and parts in the contract are depicted in figure 1.

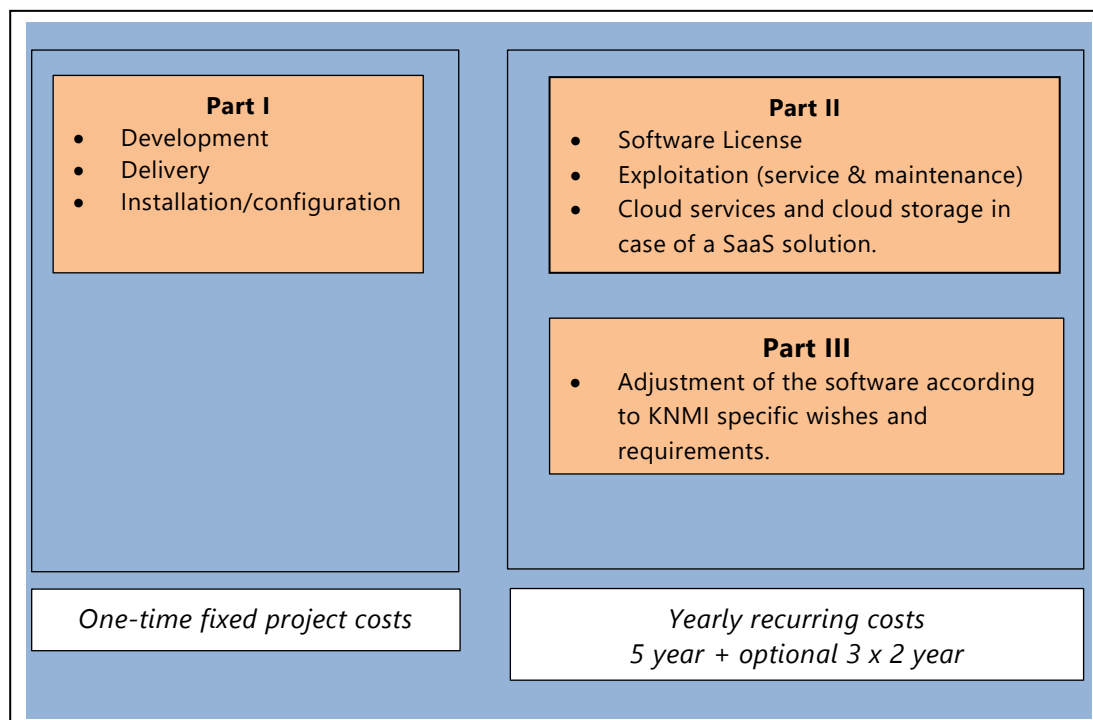


Figure 1: Parts for delivery, exploitation and adjustment of the software.

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. This ratio is set at 20% (price)/ 80% (quality).



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Qualitative elements (Please see paragraph 6.3 for more information) weigh more in this particular Tender. The score for qualitative elements and price together form the final score and determine to which party Contracting Authority intends to award the contract. This ratio is based on the preference of the Contracting Authority and corresponds to what the Contracting Authority considers proportional in this case.

1.6 Contacts

The contacts for this tender process are:

First contact	Deputy contact
E. Schaap	J. Overvoorde
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. 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 (Ministerie van Infrastructuur en Waterstaat). 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 and for the Caribbean islands Bonaire, Sint Eustatius and Saba. 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. One of these services is the provision of OPMET data and weather charts to various users in the aviation sector.

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 the renewal of the current OPMET information system.

The provision of OPMET data and weather charts to various users in the aviation sector, is one of the services that KNMI provides. OPMET messages, charts and information products, such as pre-flight briefing documents, are delivered through a number of channels; file transfer -both to KNMI internal and external users -, reports through a user interface and reports (PDF) through websites (www.luchtvaartmeteo.nl, www.aviationweather.nl and www.knmidc.org/aviation).

KNMI currently uses an in-house developed application (BREM/OPMET) to receive, interpret, store and distribute OPMET messages, SIGWX and UWT charts. To produce a pre-flight briefing document it calculates a flightpath between starting point and destination airport and selects stations for which to retrieve the available messages based on a number of parameters. For the aviation users in the Caribbean a number of predefined pre-flight briefing documents (5 routes) are produced every half hour and are available for download as a PDF on the website (www.knmidc.org/aviation). On the Dutch OPMET website aviation users of different categories (balloon, gliders, etc.) can select OPMET data from a number of predefined reports (i.e. a selection of OPMET messages) based on selection criteria established with the user community.

Aviation user management (approx. 15000 users) is handled at the level of the website and aviation users do not have to log on separately to the OPMET application.

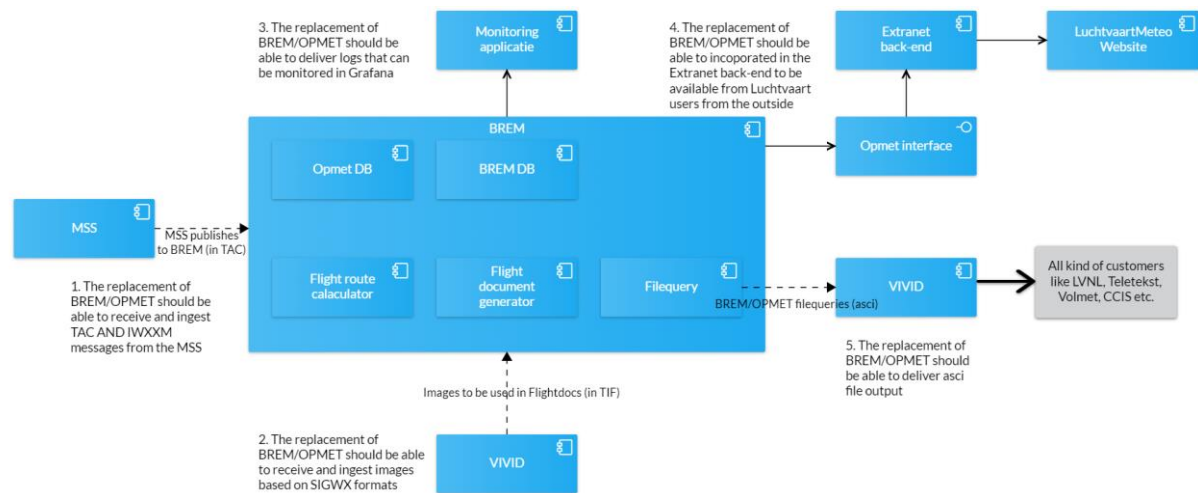


Figure 3.1: BREM/OPMET application view and interfaces with other applications
The current BREM/OPMET application has five interfaces with other applications (see the numbered annotation in figure 3.1):

1. In the lefthand side the BREM/OPMET receives TAC messages from MSS (Message Switching System). The future system should be able to ingest also IWXXM formatted messages
2. Via VIVID – our file distribution system – BREM/OPMET receives images.
3. The BREM/OPMET has an interface with a custom monitoring application. With the replacement of BREM/OPMET we would like to be able to monitor the application via logging files delivered to Grafana
4. BREM/OPMET has an interface which is exposed to external aviation customer via an Extranet back-end.
5. BREM/OPMET delivers file output to VIVID that can be distributed via FTP to other aviation customers. In addition to ASCII, the new BREM/OPMET application must also be SWIM compliant and should be able to handle IWXXM formats.

AWS private cloud

KNMI has its own private cloud environment on Amazon Web Services (AWS). Software that KNMI uses for operational processing from within the AWS cloud, is linux-based, containerized (Docker) and easy to integrate in the cloud. Furthermore communication via API's is possible.

Reason

KNMI wants to replace its current OPMET information system for a number of reasons, chief amongst them is the fact that the current system cannot handle messages in the IWXXM format. Furthermore, the system is based on legacy-technology that becomes ever more costly to maintain.

Aim

KNMI aims at having an OPMET system in place that is able to serve the aviation community and the other users of this data in line with current and future foreseeable needs of that community. Contractor must make sure that the system stays up-to-date with European and WMO/ICAO rules and regulations regarding this OPMET service and system.



Statement of needs

A detailed Program of Requirements is attached to this Tender (Please see Annex 5) and consists of Requirements and Desirables (open and closed). The requirements (mandatory) are necessary for the operation of an OPMET system in line with all applicable rules and regulations. The desirables often pertain to optional functions or interfacing with other systems that KNMI uses, some of which will be replaced in the next years.

The solution offered by the Tenderer may be either a SaaS solution or an 'on-premise' solution that can be deployed in KNMI's own private cloud environment on AWS. KNMI has no preference in this. KNMI will make its final choice based on best quality and best performance of the Product that will be offered. Tenderers may however, only offer one solution: either SaaS or 'on-premise'.

3.2 Final products in Scope of this assignment

The final Product (and subject of this Tender Procedure) is divided into three parts:

1. The delivery / installation of an OPMET system (consisting of a database, an interactive user interface and an API) for storage and provision of OPMET data, messages and weather charts, which includes the use of software, training* of employees and support during configuration and deployment of the system. The OPMET system should have a web-interface that can be linked to the back-end of KNMI's extranet for aviation luchtvaartmeteo.nl. The Product offered may be either a SaaS solution, or an 'on-premise' solution, not both.
2. Starting immediately after a completed and successfully passed Site Acceptance Test (SAT) the assignment consists of a software license for usage of (specific parts of) the software by all users of luchtvaartmeteo.nl and a service and maintenance agreement (SLA). KNMI has composed a draft proposal for the SLA (Please see Annex 10).
3. The guarantee and capacity for adjustment of the system, according to KNMI specific wishes and requirements, for a period of at least 5 years. An example of an adjustment that might be needed in the future is the interfacing with our Message Switching System (MSS) that might be replaced in the next years.

- * Training of employees is a Mandatory part of the assignment and should consist of;
- (1) Training should be given to a maximum of six (6) employees and should be given on location at KNMI in De Bilt, or online;
 - (2) Training should consist of at least two (2) and maximum three (3) half-days;
 - (3) Employees should be trained in how to use and how to configure the software application;
 - (4) After the training documentation and reference work should be available in digital form.

3.3 Policy principles

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



3.4 Variants

Submitting variants or alternate solutions of this Tender Procedure is not permitted. Tenderer therefore submits only one Tender, based on the described requirements.

3.5 Changes in scope

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

- Adjustment of the software system, according to KNMI specific requirements, for a period of at least 5 years starting after a completed and successful Site Acceptance Test (SAT) of the software system, and after each extension of the assignment for a period of an additional 2 years with a maximum of 6 years. According to these adjustments, the software system and its functionalities may change. After these changes, these changes will be part of the basic functionality of the software system and these changes are part of the applicable SLA for service and maintenance, without an increase of costs for the SLA.

The Contracting Authority will request an hourly rate from the Contractor for adjustments to the software as part of this tender. An hourly rate for adjustments to the software is included in the Annex 6 Pricing sheet.

3.7 Procurement law and contractual aspects

Russian parties or parties that engage more than 10% of a Russian party as a subcontractor or supplier are no longer allowed to participate in Tenders for new contracts or concessions since 9 April 2022. As a consequence, after this date, no new contracts will be concluded with Russian parties or with parties that engage a Russian party as a subcontractor or supplier for more than 10%. The Tenderer must declare to comply to this requirement. Please also see the Annex 4 - Mandatory Forms.



4. Tender procedure

This tender procedure is carried out in accordance with European Directive 2014/24/EU, 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. This means that:

- Any questions or suggestions regarding the Tender Documents, Terms and Conditions and Contract must be posed during the tender process, according to the process described in chapter 4.5.1.;
- After the second 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. All dates and times are Central European Time. (CET)

Activity	Date
Publication of Tender Documents on TenderNed	Tuesday January 31 st 2023
Submission of questions (first round) until no later than	Tuesday February 21 st 2023, 12.00 hrs CET
Publication of Information Memorandum	Tuesday March 7 th 2023
Submission of questions (second round) until no later than	Thursday March 16 th 2023, 12.00 hrs CET
Publication of Second Information Memorandum	Thursday March 23 rd 2023
Deadline for submission of Tenders	Tuesday April 4 th 2023, 12.00 hrs CET
Announcement of "Intention to award"	Tuesday April 25 th 2023
Verification meeting (on location or via Videocall)	Friday April 28 th 2023
Suspensive period (20 calendar days) until no later than	Tuesday May 16 th 2023
Final award	Tuesday May 16 th 2023
Commencement date of Contract	as soon as possible



4.3 Cooperatives

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

Option 1. 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 authorised to act as responsible representative towards the Contracting Authority during the Tender Procedure and the execution of the contract.

If a Tender is submitted as a Combination, each individual Combination participant must provide a Tenderer's Statement (in this case the ESPD, annex 1).

With regard to references (suitability requirement SR3 core competencies) the references of the individual Combination participants may be taken into account in the description of the references. Each of the Combination members must however comply to the Suitability requirements.

Option 2. 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. If a Tenderer, as the main contractor, engages subcontractors in the performance of this contract, he remains fully liable to the contract as the main contractor for the complete and correct execution of the contract. Tenderer must specify which component it is sub-contracting and provide the contact details of the sub-contractor (must be substantiated/stated in the Cover letter), the main contractor must state subcontractors in the ESPD, annex 1. If the main contractor calls on the subcontractor to meet the suitability requirements, for example to meet the suitability requirements such as references, the subcontractor must also complete and sign an ESPD (!).

The Contracting Authority is entitled to exclude the Tenderer if the composition of the Combination or contractor-subcontractor 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 Authority.

The Contractor must obtain prior permission in writing from the Contracting Authority for any changes in the composition of the Combination or contractor-subcontractor construction during the term of the Contract.

Tenderers may submit a 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 Tenderer may only tender once**, in a Combination, in a main contractor / sub-contractor construction or otherwise. Each Tenderer (Combination-partner or Main-/Subcontractor) can therefore only be involved in one Tender.

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.

Please note! In their Proposal/Tender, Tenderers are obliged to make a choice between a SaaS solution or an 'on-premise' solution. A Tender for both solutions is not allowed, on penalty of exclusion from the procedure.

The proposed solution (either SaaS or 'On-premise') must be indicated in the Cover letter (see paragraph 4.5.5.) and in Annex 6 Pricing Sheet.

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 Tender

4.5.1 Inquiries

All documents concerning this Tender were drawn up with due care and attention. If, despite this care and attention, the Tenderer should find inconsistencies or deficiencies, the Tenderer must inform the Contracting Authority as soon as possible through TenderNed.

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 **by timely submitting a filled in Annex 8 Questioning Form in the messaging module of TenderNed**.

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

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

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

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.

For more information about TenderNed and the way of registering please visit;
[TenderNed voor ondernemingen | TenderNed](#) / [English | TenderNed](#)

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		Annex
1.	Cover letter	None (Free format), Signed <i>! An extract from Chamber of Commerce must be attached to this cover letter! Please also refer which solution (SaaS or on-premise) is offered.</i>
1.	European Single Procurement Document	Annex 1 European Single Procurement Document - Signed <i>In PDF-format, filled in and signed by the duly authorized representative of Tenderer.</i>



Contents		Annex
2.	Mandatory forms	Annex 2 Mandatory forms - Signed <i>In PDF-format, filled in and signed by the duly authorized representative of Tenderer.</i> (Please note; if Tenderer consists of a consortium of multiple parties, multiple ESPD's are mandatory please consult paragraph 4.3)
3.	Program of Requirements (PoR)	Annex 5 Program of Requirements: Check List. <i>In Excel-format completed by Tenderer.</i>
4.	Pricing sheet	Annex 6 Pricing sheet - Signed <i>In Excel-format and PDF-format, filled in and signed by the duly authorized representative of Tenderer.</i>

Please note! The Contracting Authority may reject any Tender that does not meet **the structure outlined above**. Please follow this structure carefully and provide the files (in MS Word, Excel or PDF-format) with a file name that is clearly traceable to the requested attachment in the overview above. Please do not attach documents that are not explicitly requested.

Please note! It is expressly not permitted, **under penalty of exclusion**, to change the fixed, already completed texts of the standard forms. Annex 5. Program of Requirements And Annex 6. Pricing Sheet contain a sheet with instructions. Please read them through carefully before completing the documents.

Please note! The documents must be signed by the person **authorized** to sign the documents on behalf of your organization. The documents that have to be signed in this Tender must be signed by a **legally valid representative of the company**, as evidenced by the extract of the Chamber of Commerce (that has to be added to the Cover letter). This means that the person who signs the Tender must be registered in the commercial register as authorised person of representation of the company and that the power of representation of that person must extend to at least the amount of the value of the contract. If there is an authorization to a different signer, a **power of attorney, clearly declared applicable to this procurement procedure, from a person who is authorized to represent (see above) must be filled in (please use Annex 2 Mandatory forms under paragraph 1.2.1 for this power of attorney statement)**. If several extracts of the Chamber of Commerce are necessary to prove the authorisation to sign (for example if there is a holding structure), **these additional extracts must also be enclosed**.

4.5.6 Other terms and conditions / requirements

Acceptance of conditions and requirements

By submitting a Tender, the Tenderer unreservedly agrees to the conditions/requirements described in this Tender Procedure. Any of the Tenderer's own delivery conditions are expressly rejected. Tenderers must unconditionally meet every



Mandatory requirement in their Tender. If they fail to do this, their Tender shall be rejected.

Use of mandatory forms

The mandatory forms (please see Annex 4. 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 120 calendar days following the closing date for Tenders. Furthermore, in the event that summary proceedings are instituted against the provisional award decision, it must stand by its bid for a minimum of 30 calendar days following the court order or the withdrawal of the claim.

Communication

The Tender and all further correspondence and communication regarding this Tender Procedure, 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 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 lead to exclusion.

Termination of tender procedure

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

Claim for compensation of expenses

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

Further explanation

The Contracting Authority may request Tenderer to provide an explanation and/or additional data and check information provided. Tenderer must comply with such a request within 5 working days. If the data requested are not provided within the timeframe specified, the Contracting Authority may decide to refrain from taking the Tender into consideration.



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

Completeness and correctness of Tender

It is emphasized that Tenderer itself is responsible for ensuring that its Tender is complete and correct. If, at a later stage, Tenderer appears to have provided incorrect and/or incomplete information, it may be excluded from further participation.

Confidentiality

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

Contradictions, inadequacies and/or objections

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

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

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

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

Conditional Tenders and/or Tenders with reservations

Submitting a Tender under conditions and/or with reservations renders the Tender invalid. Such Tenders do not qualify for consideration and will be put aside.

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 organisation possesses the capacities, skills and resources required to meet the requirements and desirables specified. The Contracting Authority must be informed immediately of any substantial change in Tenderer's situation affecting its ability to meet these requirements.

Withdrawal

The Contracting Authority has the right to withdraw the invitation to tender 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 terminate 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.

Dissolution / termination / termination of the agreement

Contracting Authority is entitled to dissolve the agreement in whole or in part if the other party fails to comply with its obligations and cannot or will not remedy its shortcoming despite being summoned to comply in writing. A notice of default can be



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omitted if compliance is permanently impossible. Dissolution/Termination is possible during both the Verification Phase as during the remaining duration of the Contract.

Dissolution of the agreement will also be possible in the event of bankruptcy or bankruptcy or upon termination of the business execution of the Tenderer. Please see the Draft contract for the terms and conditions regarding dissolution and termination of the Contract.

4.6 Processing of complaints

The submission and processing of complaints is subject to the procedures and guidelines set down in the [Annex 7 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 (please see Annex 1) 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 and duly authorized representative of Tenderer's.
- The ESPD can only be filled in using Adobe Reader. If the Tenderer's Statement is opened in any program other than Adobe Reader, the document may not show up on the screen as intended. This problem has been found in, for example, the Preview application that is installed on many Apple appliances. If problems with the completion of this document arise, please inform the Contracting Authority through an inquiry described in paragraph 4.5.1 of this document.

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 Authority may refrain from applying (one of) the Grounds for Exclusion for reasons stated in Article 2.88 of the Tender Act.

Verification document(s):

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

As mentioned above, failure to provide the verification documents in time, following a request to that end, may lead to exclusion.

*If Tenderer is not originated in The Netherlands and if such documents or certificates are not issued by the EU- Member State or country concerned, they may be replaced by a declaration on oath or, in EU-Member States or countries where there is no by a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional body of the EU-Member State or country of origin or the EU- Member State or country in which the entrepreneur is established. Please see [eCertis \(europa.eu\)](https://ec.europa.eu/tools/ecertis/#/homePage)

(<https://ec.europa.eu/tools/ecertis/#/homePage>) to see what document can serve as equivalent verification documents.

Please also keep in mind that when Tendering in the form of a combination, these documents must be submitted by all participating Combination-members.

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 Annex 4 Mandatory Forms.

By signing the ESPD and appending the ESPD to the Tender, Tenderer certifies that it meets all the Suitability Requirements specified.

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 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/>



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	Approved recent annual accounts/audit certificate/assessment or compilation report
	SR2	Company liability insurance
Technical skill and/or professional skill (Articles 2.93, 2.94, 2.95 of the 2012 Tender Act)	SR3	Core competence * (Please also see Annex 4 mandatory forms for the reference format)
Quality standards (Article 2.96 of the 2012 Tender Act)	SR4	Quality management system **
Professional competence (Article 2.98 of the 2012 Tender Act)	SR5	Professional competence

* The Core competences are part of the Mandatory Forms in the Annex 4 and consist of;

- (1) The Tenderer has proven experience with deployment and service provision of its solution with an Aeronautical Service Provider. This is to show that Tenderer is capable of carrying out a software deployment project in a complex systems environment;
- (2) The Tenderer has proven experience with providing maintenance and support to its solution with limited downtime of at least 98%.
This is to show that Tenderer is capable of meeting the operations requirements of its ANSP client(s);
- (3) The Tenderer has proven experience with updating its solution in accordance with changing WMO/ICAO regulations. This is to show that Tenderer is aware of such changes and keeps its product compliant with all current rules and regulations, thereby supporting their clients' compliance.

All the reference-assignments must have been carried out within the three (3) years preceding the closing date of this procurement.

It must be possible for the Contract Authority to contact the client of the reference-assignment for verification.

If, in case of verification, the reference assignment cannot be confirmed by the referent/client or if the referent/client indicates that the assignment performed deviates materially from what has been described, this may be a reason to rejection of the reference and may lead to exclusion of the Tender.

For all other requirements and instructions, please refer to Annex 4 (Mandatory Forms).



** If the Tenderer does not possess ISO 9001 (2015 or 2018) certification; please provide a comparable / equivalent certification, or describe the management system that the Tenderers organization has in place for establishing quality policy, context analysis, processes and procedures; how it complies with laws and regulations and with customer requirements; how measuring, analysing and improving business operations is structured; how measuring customer satisfaction is organised and how it carries out internal audits and describe the process of management assessment of the quality management system.

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 (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 Authority 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 a consensus meeting, 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 Contracting Authority intends to award 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 in scope of this assignment.

All Requirements are set down in Annex 5– Program of Requirements. A Requirement is marked as 'M' for 'Mandatory' in column C. This Annex also includes a Requirements Check List in column E 'Meets requirement Y/N', 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.

Please 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.

6.3 Sub award criteria

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

	Sub award criteria	Total points
1	Quality	800 (80%)
2	Pricing	200 (20%)

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. The Annex 9. Sub Award Criteria explains what information is requested.



Please note: The quality is very important for the Contracting Authority. For this reason, Contracting Authority imposes an additional requirement that at least 400 points (50% of the total of points for Sub Award criterion Quality) must be obtained for the total qualitative scores.

A Tenderer submitting a valid Tender who meets all the requirements but does not meet this qualitative threshold of 400 points will be rejected by the contracting authority, and will not be eligible for awarding of the contract.

Sub award criteria		Maximum score to be obtained	Form
Qualitative sub Award criteria*		Total = 800	
Quality – Input/Output		200	
1	Input - Data/message types supported	30	Free format text, max 1 A4 for substantiation
2	Weather chart production	100	Free format text, max 2 A4 for substantiation
3	Output - data selection/file production	70	Free format text max 1 A4 for substantiation
Quality - Interfacing		200	
4	Connection to KNMI aviation users website	120	Free format text max 4 A4 for substantiation
5	Connection to KNMI MSS, SADIS/WIFS and/or other suppliers of meteodata	80	Free format text max 2 A4 for substantiation
Quality – Flightdoc***		200	
6	Pre Flight Information Briefing structure based on IWXXM input	100	Free format text, max 1 A4 for substantiation
7	Flightdoc selection and flightpath calculation	80	Free format text, max 2 A4 for substantiation
8	Flightpath presentation	20	Free format text, max 2A4 for substantiation
Quality - Nonfunctionals		200	
9	Software Depot	20	Free format text, max 1 A4 for substantiation
10	Implementation and support plan	100	Free format text, max 5 A4 for substantiation
11	Project risks	20	Free format text, max 1 A4 for substantiation
12	Exit Plan	40	Free format text, max 3 A4 for substantiation
13	Sustainability	20	Free format text, max 2 A4 for substantiation
Pricing sub Award criteria**		200	
14	Pricing for delivery of the OPMET system (this includes installation and configuration and training of employees) and the use (license), support and maintenance of the system (and in case of a SaaS solution cloud services and cloud storage) for the first five (5) years after a completed and successful Site Acceptance Test (SAT).	75	Pricing sheet



15	Pricing for the use (license), support and maintenance of the OPMET system (and in case of a SaaS solution cloud services and cloud storage) for a period of 6 years, starting from year 6.	100	Pricing sheet
16	Pricing for an hourly rate for the first five (5) years of the contract, for adjustment of the software according to specific wishes and requirements from the Contracting body (such as e.g. interfacing with other applications).	25	Pricing sheet

*Please see Annex 9. Sub Award Criteria (including instruction sheet) for more details.

**Please see Annex 6. Pricing Sheet (including instructions sheet) for more details.

*** Please see Annex 11. KNMI method flightpath calculation for more details.

6.3.1 Awarding points for sub award criteria 1-13

Sub award criteria 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.



6.3.2 Sub award criteria Pricing 14, 15 and 16

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

Sub award criterion pricing 14:

The Tenderer is requested to quote prices according to the tables / structure as appended in Annex 6 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 14 is a fixed amount subject to a ceiling of € 400,000.00 valid for the duration of the Contract which is five (5) years, starting after the completed and successful SAT and in accordance with the stated Requirements and answered Desirables. The tender sum for sub award criterion 14 may not exceed the budget ceiling, on penalty of exclusion;
- The offered prices are "all-in" for the products and services described in Annex 5 Program of Requirements (i.e., inclusive of all additional costs such as (but not limited to), for example, installation/configuration, training, use of software and support and maintenance for the first five (5) 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 14 is awarded with a set amount of points in accordance with the following formula (Price in K€):

$$\begin{aligned} \text{Awarded points} &= (400 - \text{Price}) \times 75 / 200, \text{ for } 200 \leq \text{Price} \leq 400 \\ \text{Awarded points} &= 75, \text{ for } \text{Price} < 200 \end{aligned}$$

For example: Tenderer submits a tender sum for this sub award criterion of € 330,000.00. This translates to $(400 - 330) \times 75 / 200 = 26,25$ awarded points.

Sub award criterion pricing 15:

The Tenderer is requested to quote prices according to the tables / structure as appended in Annex 6 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 15 is a fixed amount subject to a ceiling of € 240,000.00 for a period of six (6) years, starting from year 6, after the completed and successful SAT. The tender sum for sub award criterion 15 may not exceed the budget ceiling, on penalty of exclusion;
- The offered prices are "all-in" for the products and services described in Annex 5 Program of requirements (i.e., inclusive of all additional costs such as (but not limited to), for example, installation/configuration, training, use of software and support and maintenance for the period of six (6) 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 15 is awarded with a set amount of points in accordance with the following formula (Price in K€):

$$\begin{aligned} \text{Awarded points} &= (240 - \text{Price}) \times 100 / 180, \text{ for } 60 \leq \text{Price} \leq 240 \\ \text{Awarded points} &= 100, \text{ for } \text{Price} < 60 \end{aligned}$$

For example: Tenderer submits a tender sum for this sub award criterion of € 120,000.00. This translates to $(240 - 120) \times 100 / 180 = 66,67$ awarded points.



Sub award criterion pricing 16:

The Tenderer is requested to quote prices according to the tables / structure as appended in Annex 6 Pricing Sheet.

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

- Prices must be in Euros and exclusive of VAT;
- The Tender specifies an hourly rate for the first five (5) years of the contract, that is used for invoicing for services and items not included in the base contract for service and maintenance during the contract period.
- The hourly rate for sub award criterion 16 for the first five (5) years is a fixed price subject to a ceiling of € 130.00 per hour. This price includes overhead and administration costs, such as e.g. coordination of the work. The tender hourly rate for sub award criterion 16 for the first five (5) years may not exceed the budget ceiling, on penalty of exclusion;
- After the end of the initial Contract period of five (5) years, the hourly rate may be adjusted every two years on January first by a percentage not exceeding the Services Producer Price Index (SPPI) for the previous 12 months, published by Statistics Netherlands (CBS) on their website <https://www.cbs.nl>, for hourly rates of pay including special remuneration established under collective labor agreements in the business services sector;
- Any discounts to be offered must be incorporated into the tender sum.

The tender sum for sub award criterion 16 is awarded with a set amount of points in accordance with the following formula (Price in €):

$$\begin{aligned} \text{Awarded points} &= (130 - \text{Price}) \times 25/40, \text{ for } 90 \leq \text{Price} \leq 130 \\ \text{Awarded points} &= 25, \text{ for } \text{Price} < 90 \end{aligned}$$

For example: Tenderer submits an hourly rate for the first five (5) years for this sub award criterion of € 100.00. This translates to $(130 - 100) \times 25/40 = 18,75$ 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 criteria 'Quality Input/Output' in paragraph 6.3 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 'Quality Interfacing' and 'Quality Flight Doc' in paragraph 6.3 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



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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.

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 (European Single Procurement Document) TN-397421
- Annex 2. Draft Agreement TN-397421
- Annex 3. Terms and Conditions ARBIT 2022 TN-397421
- Annex 4. Mandatory Forms WORD / PDF TN-397421
- Annex 5. Program of Requirements TN-397421
- Annex 6. Pricing Sheet TN-397421
- Annex 7. Tender Procedures Complaints Protocol TN-397421
- Annex 8. Question Form TN-397421
- Annex 9. Sub Award Criteria (explanation) TN-397421
- Annex 10. Draft SLA TN-397421
- Annex 11. KNMI method flightpath calculation TN-397421