



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

Descriptive Document

Pertaining to : **Acquisition and 3rd line maintenance of Present Weather Sensors**

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

Annex or Appendix to one of the Tender Documents. Annexes /Appendices constitute an integral part of the Tender Documents. In ARIV-2018, the term 'Schedule' is used.

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.

Combination

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

Combination Member

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

Contract / Agreement

Written agreement entered into with the Contractor (Supplier) that wins this Tender Procedure, covering the provision of the Product requested by the Contracting Authority (Purchaser) and to which the Purchasing Conditions (ARIV-2018) are declared applicable.

Contracting Authority

The Royal Netherlands Meteorological Institute (Koninklijk Nederlands Meteorologisch Instituut or KNMI). In this case represented by the Ministry of Infrastructure and Water Management. In the Draft Agreement (Annex 5.1) and ARIV-2018, Contracting Authority / KNMI is also indicated as "Purchaser".

Contractor

The winning Tenderer with which Contracting Authority enters into a Contract within the context of this Tender Procedure. In the Draft Agreement (Annex 5.1) and ARIV-2018, Contractor / KNMI is also indicated 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.

Desirable

Desirable features of Product or Service 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.)

Please note: there are several Desirables that have to meet a certain described qualitative threshold (in paragraph 6.3.1. more information is given).

European Single Procurement Document

In the European Single Procurement Document (ESPD), the Tenderer declares 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) through verification.

Please note: this verification is different from the Verification Phase mentioned in Annex 10. The verification regarding the ESPD concerns the verification of the means of verification as mentioned under suitability requirements (please also see chapter 5. Grounds for exclusion and suitability requirements).

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 Procedure.

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 submitted via TenderNed and/or any additional explanations of the Tender Documents. The Information Memorandum will be given in anonymized form and constitute as 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 must agree to terms and conditions and respond to requirements and questions.

**Product**

The item(s) and services to be delivered to the Contracting Authority (Purchaser) by the Contractor (Supplier) under the Contract (in Annex 5.1 Draft Agreement referred to as "The System" or "Systems"), in this case; Present Weather Sensors and related products and services in scope of this Tender Procedure that meet all the Requirements as specified in the Tender Documents.

Proposal

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

Requirements

Regulations and Requirements pertaining to the Product to be provided. These Requirements have a knock-out character; failure to meet one or more Requirements automatically leads to exclusion. This means that a Tender that does not meet one or more Requirements will be considered invalid.

Sub-Award Criteria

Further specification of the Award Criterion. The criteria that stipulate which Tender is assessed as most economically 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 Requirements will be considered invalid.

Tender

The Proposal or bid/quotation submitted by Tenderer in response to this Tender Procedure by which the Tenderer wishes to be eligible for this Contract.

Tender Procedure

The procedure used to procure the defined Product.

Tender Documents

All documents published or made available to Tenderers by the Contracting Authority for the purpose of this Tender Procedure (including this document and Annexes).

Tenderer

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

Terms and Conditions

General Government Purchasing Conditions [*Algemene Rijksinkoopvoorwaarden*] (ARIV 2018). (Please see Annex 6 ARIV 2018 and Annex 7 Explanatory Notes ARIV 2018 for more information)

Verification Phase

After awarding of the Contract, the Verification Phase will take place. A period in which the



Products will be tested. See more information about this Verification Phase in Annex 10. Verification Phase and Delivery.

Please note: this verification phase is different from the verification of documents as mentioned in paragraph 5.1 Tenderer's Statement and 5.2 Grounds for exclusion.

Waiting Room Agreement

Written Contract entered into with the Tenderer that ends second in the Tender Procedure and will be eligible for Contract if the Contract of the first ranked Tenderer is dissolved prematurely within the Verification Phase. Please see paragraph 1.1 and/or Annex 10. Verification Phase and Delivery, for more information regarding the Waiting Room Agreement.



Technical Definitions / abbreviations

AWS

Automatic Weather Station

A facility equipped with measuring instruments that automatically transmits or records observations.

BES

Bonaire St. Eustatius Saba

Three Dutch islands in the Caribbean for which KNMI is responsible for meteorological and seismological services.

BLS

Background Luminance Sensor

A sensor that measures the luminous flux received from the background, per unit solid angle and per unit area.

FAT

Factory Acceptance Test

A FAT is performed at manufacturers' premises and verifies the correct configuration and operation of the newly manufactured or repaired equipment and makes sure that the specifications and all other customer requirements have been met.

MTBF

Mean Time Between Failures

MTBF is the expected elapsed time between inherent failures of equipment during normal system operation.

PWS

Present Weather Sensor

A sensor that measures the state of the atmosphere and of phenomena associated with it such as precipitation type and visibility.

SAT

Site Acceptance Test

A SAT is performed at purchasers premises and verifies the correct configuration and operation of the equipment after installation for its intended purpose and makes sure that the specifications and all other customer requirements have been met.

Verification Protocol

A Verification Protocol is performed at the purchasers premises and verifies the correct operation of equipment upon receipt from manufacturer or after 2nd line maintenance and the required quality of the PWS and BLS measurements in the laboratory and on the test field before operational deployment of the PWS or BLS.



1. Introduction

This document is the Descriptive Document for the Public European Tender Procedure pertaining to the procurement of Present Weather Sensors and related products and services including 3rd line maintenance with the Royal Netherlands Meteorological Institute (KNMI) as the Contracting Authority.

1.1 Objective

The Contracting Authority aims to enter into a Contract with one Contractor for the acquisition of Present Weather Sensors including related products and services and 3rd line maintenance. Next to the selected Tenderer that will be contracted, the runner-up Tenderer will be designated as a reserve in the event that the Agreement with the first Contractor is dissolved prematurely. The Contracting Authority wishes to conclude a Waiting Room Agreement with the runner-up Tenderer, with a duration of at most one (1) year during the Verification Phase (please see Annex 10 for more information).

The Waiting Room Agreement-provision means that the second-finished Tenderer is eligible for a Waiting Room Agreement and does not (yet) get access to the Agreement itself. The Tenderer that is granted the Waiting Room Agreement will – at first - only be requested to deliver a batch for testing and will afterwards remain in the 'Waiting room' for the event that the Contract between the first ranked Tenderer and the Contracting Authority is dissolved within the Verification Phase. If this situation occurs, Contracting Authority will award the Contract to the Tenderer in the Waiting Room who takes the place of the first ranked Tenderer. If the Contract with the first ranked Tenderer is not dissolved prematurely, then the Waiting Room Agreement will end after the period of one year after the start of the Waiting Room Agreement. No rights for orders or turnover can be derived from entering the Waiting Room Agreement. If Contracting Authority only receives one suitable and valid Tenderer, then Contracting Authority will not enter a Waiting Room Agreement.

Please note: See Annex 10 for a more detailed description of the procedure and also see below paragraph **4.3**. *If the awarding party supplies the same type of sensors as the Tenderer that ends up second in rank, the Contracting authority reserves the right not to designate this second party as the reserve-party, but to award the reserve-position to the next party in the ranking that does not supply the same type of sensor as the first awarded party).*

In principle, the Contracting Authority will not conclude a waiting room agreement with a Tenderer that supplies the same sensors as the first ranked party, as it would diminish the added value of a waiting room agreement.

A supply order is concluded with both the first party and the second party (provided that this second party supplies a sensor different than the highest ranked Tenderer) for the delivery of 10 and 2 Present Weather Sensors and related products and services, respectively. These sensors will be included in the Verification Phase during the 1st year.



The draft-version of the main Agreement and the draft-version of the Waiting Room Agreement are attached as Annex 5.1 and 5.2 to the Tender Documents, respectively. By submitting a Tender for this Tender Procedure, the Tenderer unconditionally agrees to these provisions. Please note; both documents have been drawn up in Dutch and will eventually also be signed in Dutch. For convenience, KNMI will draw up another English translation. Please note that the Dutch agreement will be leading at all times.

Please also see paragraph 3.1 Subject for more information about the scope and objective of this Tender.

1.2 Duration of Contract and Terms and Conditions

The duration of the Contract will be ten (10) years whereupon the Contracting Authority may unilaterally extend the Contract two (2) times each for a maximum term of three (3) years. The maximum duration of the Contract is 16 years.

The Contract is subject to the Terms and Conditions (please see the Draft Agreement and ARIV-conditions attached to the Tender Documents). Tenderer's own (purchasing) terms and conditions will not be accepted. Should Tenderer declare its own (purchasing) terms and conditions applicable, then its Tender will be disregarded and is no longer eligible for awarding of the Contract.

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

1.3 Background

KNMI currently uses the Vaisala FD12P Present Weather Sensor for measuring the Meteorological Optical Range (MOR), background luminance, precipitation type and precipitation intensity. The MOR and background luminance are used to derive several visibility products, the precipitation type and intensity (in combination with visibility and other quantities) are used to derive present and recent or past weather products. The FD12P is also used for the detection of precipitation and the derived precipitation duration.

The production of the FD12P has been discontinued and the support stopped in 2019. Hence, KNMI is looking for a replacement of the FD12P Present Weather Sensor (PWS). The FD12P Present Weather Sensor is used by KNMI in the Netherlands at automated weather stations, at civil airports and military airbases, on platforms in the North Sea and also at civil airports in the Caribbean Netherlands. Note that the PWS shall report MOR, background luminance, precipitation type and intensity. This information is transformed by KNMI algorithms into various visibility and weather products. At airports the FD12P is used to determine the aeronautical visibility and the runway visual range. The visibility and precipitation information of the FD12P is used in the fully automated generation of synoptic, climatological and aeronautical observation reports. Hence, the FD12P and its successor must meet the WMO (WMO Guide to



Meteorological Instruments and Methods of Observation, WMO-No.8, 2018) and ICAO (ICAO Meteorological Service for International Air Navigation, Annex 3, 20th Edition, 2018) requirements for visibility and weather and must be traceable to a standard for certain quantities. The PWS must be suitable for unattended and continuous (24*7) operation for conditions in the Netherlands and the Caribbean Netherlands. The successor is expected at least to match, but preferably to exceed, the performance of the FD12P in terms of quality of the sensor information and maintenance intervals.

1.4 Combining / Parcelling out

This Tender will consist of one Lot. For the Contracting Authority, parcelling out the assignment will be inefficient and entail more risks regarding the execution of the Contract. For this reason, the assignment will be contracted out in its entirety, without being parcelled out.

1.5 Value of the assignment

The total value of the assignment (Agreement) is expected to amount between € 1,000,000.00 and € 2,500,000.00 excl. VAT for the complete duration of the Contract (including the extensions).

The Contracting Authority KNMI considers € 2,500,000 (excl. VAT) as a ceiling sum and reserves the right to exclude any Tenders that exceed the ceiling sum.

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

1.6 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. The price/quality ratio is **25/75%**.

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 proportionate in this case.

1.7 Contacts

The contacts for this Tender Procedure are:

First contact	Deputy contact
Ervin Schaap	Paul Peek
Procurement consultant	Procurement consultant



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and Water Management*

All contact between Tenderers and Contracting Authority must take place through the messaging module of TenderNed. It is not permitted to approach other employees of the Contracting Authority about this procurement. Unauthorized contact with people from the Contracting Authority about this specific Tender Procedure may lead to exclusion.



2. Description of the organisation

2.1 Description of the Ministry of Infrastructure and Water Management

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 and intends 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 Royal Netherlands Meteorological Institute (KNMI), which is the Contracting Authority.

2.2 Description of Royal Netherlands Meteorological Institute (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 a 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

This Tender Procedure covers the procurement of Present Weather Sensors and related products and services including 3rd line maintenance.

The sensors will be operated at existing observing sites in the national meteorological observation network in the Netherlands, i.e. at automatic weather stations, civil and military airports, on structures in the North Sea and airports in the Caribbean Netherlands.

Sensor type	Intended number of units to be ordered by Contracting Authority (orders for this number will take place during first 3 years of the Contract)
Present Weather Sensor	95*
Background Luminance Sensor	87**

* **Please note!** The sensors must be mounted on a mast. KNMI has masts of its own in the field that can be re-used, but masts can also be provided by the Tenderer.

For details, see Requirement 75 of Annex 3.

****Please note!** Contracting Authority requires 95 Present Weather Sensors (PWS), at least 87 of which have a Background Luminance Sensor (BLS) capability. It is up to the Tenderer whether a PWS is supplied with an integrated BLS functionality, or whether this BLS functionality is supplied separately as a unit connected to the PWS. In the first case 95 PWS with an integrated BLS functionality are required.

The numbers of sensors are indicative. The Tenderer can derive no rights to these estimated numbers. The totals mentioned here may vary by 15% upwards or downwards during the Contract. The actual order of sensors can therefore deviate from the above-mentioned numbers within a range of approximately 15% upwards or downwards.

Next to the procurement of sensors, the Contracting Authority also requests 3rd line maintenance of these sensors.

This 3rd-line maintenance (to be carried out by Tenderer) is described as:

- Analysis of failure;
- Repair or replacement* of instrument (problem report included in delivery);
- Delivery or replacement of instrument modules/components that need to be replaced as part of preventive maintenance;
- Instrument software, settings and configuration set to KNMI standard;
- Renewed Factory Acceptance Test (test report included in delivery);
- Renewed Factory calibration of the instrument (calibration report included in delivery);
- Release of software/firmware updates (with specification of changes and recommendation for usefulness of update to KNMI).



*Please note that the obligation to replace instruments that cannot demonstrably be repaired within the second extension period of the contract (from year 14 onwards) is not mandatory.

The Contracting Authority foresees the order for the above-mentioned numbers of Present Weather Sensors. However, Contracting Authority may deviate from the aforementioned number depending on budget and necessity.

The Contracting Authority reserves the right to commission adjacent / additional items related to the aforementioned sensors and related products and services also under this Contract.

Out of scope

Please note that 1st and 2nd line maintenance is the responsibility of KNMI and will be carried out by KNMI and **is out of the scope** of this Tender.

Description of 1st and 2nd line maintenance

1st line maintenance (at observation site) is performed periodically or sooner in case of a warning or failure. Currently KNMI performs periodic 1st line maintenance every 6 months at AWS's and every 2 months at airports and airbases. This contains;

- Inspection of the condition of the instrument, cables and connectors;
- Inspection of the environment for factors that may affect the instrument operation;
- Periodic cleaning of the instrument (note that cleaning can be done by a third party using appropriate cleaning tools and instructions);
- Retrieving instrument data and status to verify the correct operation of the instrument;
- Replacement of the instrument for regular 2nd line maintenance or in case of failure.

2nd line maintenance (at KNMI) is performed according to the maintenance plan at the end of the calibration period or sooner in case of a warning or failure. Currently KNMI performs periodic 2nd line maintenance every 12 (relative humidity) to 36 (visibility) months.

- Analysis of failure to determine whether 3rd line of maintenance is needed;
- Thorough cleaning of the entire instrument (windows included);
- Inspection of mechanical state (e.g. connections, fuses);
- (Preventive) plug & play replacement of parts;
- Upload (new) software versions (released by Tenderer);
- Change instrument software/settings/configuration to KNMI standard;
- Verification and adjustment of the calibration;
- Performing the Verification Protocol.

3.2 Reason for European Tendering procedure

The probable size of the contract exceeds the threshold for European Tendering. KNMI therefore sets out the purchase request as a European Tender Procedure.



3.3 Aim

The aim of this Tender Procedure is to contract with a supplier that can provide the desired sensors and related products and services and can deliver the sensors upon request and in batches. KNMI aims for the conclusion of one single Contract and one Waiting Room Agreement. Please also see paragraph 1.3.

3.4 Final products

The final Product/Products to be delivered are Present Weather Sensors and Background Luminance Sensors including all relevant accessories and services (as mentioned in Pricing sheet – Annex 4). The Requirements set for these goods are described in the Program of Requirements and Desirables (Annex 3). The conditions for delivery and acceptance are described in Annex 10.

3.5 Variants

Variants are Tenders that are alternative to the tender requirements. Meaning the offer is different to what is being asked for in the Tender Procedure. The submission of variant bids/ variants of Tenders within this Tender Procedure is not permitted.

3.6 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.

3.7 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. Consequently, 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 2 - 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 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.

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 Procedure, Tender Documents, Terms and Conditions and Contract must be posed during the Tender process, according to the process described in section 4.5.1;
- After the Information Memoranda are 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.



Activity	Date
Publication of Tender Documents through TenderNed	January 20th 2023 (Friday)
Submission of questions (first round) no later than	February 10th 2023 (Friday) -12:00 CET
Answering of questions (publication of first Information Memorandum)	February 20th 2023 (Monday)
Submission of questions (second round) no later than	February 27th 2023 (Monday) -12:00 CET
Answering of questions (publication of second Information Memorandum) no later than	March 8th 2023 (Wednesday)
Deadline for submission of Tenders (closing date)	March 20th 2023 (Monday) – 12:00 CET
Announcement of "Intention to award"	April 14th 2023 (Friday) – or sooner if possible
Suspensive period (20 calendar days) until no later than	April 14th 2023 – May 5th 2023
Final award	May 5th 2023
Contracting until no later than	May 31st 2023 May 31st 2023
Presumable commencement date of Contract and Waiting Room Agreement	As soon as possible after Final award and signing of the Contract
Start Verification Phase	

4.3 Cooperatives and ways of joint Tendering

There are two options for Tendering in collaboration with other Tenderers. If Tenderer considers a joint Tender, please read through the options including the regulations carefully.

Option 1. As a "Combination", whereby each Member 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. The references may therefore consist of a set of references from the various members. Each of the Combination participants must however comply to the other remaining Suitability Requirements individually.

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, The Tenderer remains fully liable to the Contract as the main contractor for the complete and correct execution of the Contract. The 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 the sub-contractors in the ESPD, (Annex 1). If the main contractor calls on the sub-contractor to meet the Suitability Requirements, for example to meet the Suitability Requirements such as references where main Contractor cannot qualify independently, the subcontractor must also complete and sign an ESPD (!). Not enclosing this ESPD of the Sub-contractor may result in your Tender being deemed invalid.

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 (Option 1), in a main contractor / sub-contractor construction (Option 2) or otherwise. Each Tenderer (Combination-participant or Main-/Sub-contractor) can therefore only be involved in one Tender.

If a company tenders both independently and as a participant 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 participant of a Combination may not also Tender as a main-contractor or sub-contractor.

The above results in the following:

- If a company tenders both independently and as a main-contractor/sub-contractor, only the Tender of the Main-contractor/Sub-contractor Tender will be considered, the independent Tender will be excluded from this Tender Procedure.
- If a Tenderer tenders both in Combination with another Tenderer, and independently; only the Tender of the Combination tender will be considered, and the independent Tender will be excluded from this Tender Procedure.

The preference of Contracting Authority, in case Tenders are received from the same Tenderers/Parties, is as follows:



1. Combination;
2. Main-/Sub-contracting Tenders;
3. Independent Tenders.

Please note! The Contracting Authority has a strong interest in contracting a Tenderer that can supply with sensors that meet the Requirements. In this Tender Procedure the Contracting Authority intends to award both the first ranked Tenderer (for the Contract) and the second ranked party (for the Waiting Room Agreement).

It is in the interest of the Contracting Authority that the first and second ranked Tenderers provide a different type of sensors. (Also see paragraph 1.1 Objective)

If the awarding party that ranks second (and is eligible for the Waiting Room Agreement) supplies the same type of sensors as the first ranking Tenderer, the Contracting Authority reserves the right not to designate this second party as the reserve-party for the Waiting Room Agreement, but to award the reserve-position to the next party in the ranking that does not supply the same type of sensor as the first awarded party.

This measure is to prevent the Contracting Authority from ultimately depending on one and the same sensor when awarding the Contract.

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, the Tenderer should find inconsistencies or deficiencies, the Tenderer must inform the Contracting Authority as soon as possible through TenderNed.

Also, if the Tenderer has questions or requests for clarification regarding this Tender Procedure or substantiated text suggestions regarding the Contract or other Tender Documents, questions must be submitted by the Tenderer using Annex 8 Questioning Form and 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 **by timely submitting a filled in Annex 8 Questioning Form in the messaging module of TenderNed.**



Contracting Authority recommends that you study the Tender Documents carefully. In case of questions or doubts about the interpretation of the documents, we ask you to ask questions about this, so that this can be clarified.

The Contracting Authority reserves the right to refuse or 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 / time stated in the schedule. The Contracting Authority has set up two rounds for the submission of questions. In this case, additional questions after the first Information Memorandum may be submitted until the date / time stated in the schedule. A second Information Memorandum will be sent out no later than the date / time stated in the schedule.

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

The Information Memoranda constitute an integral part of this Descriptive Document and takes priority over this Descriptive Document (and Annexes) in the event of a conflict. Messages of announcements 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 in PDF format, must be submitted in time, electronically and exclusively via TenderNed and following the structure outlined in paragraph 4.5.5.

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 how to register 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 after the closing date 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 (please read through carefully and follow closely).

Contents		Annex
1.	Cover letter	None (Cover letter is Free format), Signed – <i>! An extract from Chamber of Commerce must be attached to this cover letter!</i>
2.	Tenderer's Statement	Annex 1. Tenderer's Statement (ESPD) – Completed and Signed (Please note; if Tenderer consists of a consortium of multiple parties, possibly multiple ESPD's are mandatory please consult paragraph 4.3)
3.	Mandatory Forms	Annex 2. Mandatory Forms – Completed and signed
4.	Programme of Requirements and Desirables (PoRD)	- Annex 3. Program of Requirements and Desirables – Completed - Attached all requested substantiations Please note! - Annex 3 must be completed and submitted in Excel (for the content of Annex 3 <u>must</u> be signed in Mandatory forms, Annex 2, see page 27). -All Substantiations (preferably combined in one PDF-document) requested for in the Programme of Requirements and Desirables (Annex 3) must be submitted with a clear reference to the requirement involved. <i>For convenience, Annex 12 is provided for submitting substantiations.</i>
5.	Pricing sheet	Annex 4. – Pricing Sheet – Completed and Signed Please note: Annex 4 must be submitted both in Excel and in PDF-format (the PDF document must be signed!)



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.

Note that specifically Mandatory #36 and Desirable #117 request the attachment of separate files to be fulfilled. These must be included with the Tender and must be clearly marked to contain the required files. (Mandatory #36 and Desirable #117 are not mentioned in Annex 12, so please make sure to include the substantiations for **#36** and **#117** separately.)

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.

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 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, the 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, the Tenderer must stand by its bid for a minimum of 30 calendar days following the court order or the withdrawal of the claim.

Communication

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

All communication pertaining to this Tender process must exclusively take place through TenderNed and addressed to the specified contacts. 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 the Tenderer to provide an explanation and/or additional data and check information provided. The Tenderer must comply with such a request within seven (7) calendar 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 submitted documents if, in its opinion, they are incomplete, incorrect or not submitted in time.



Completeness and correctness of Tender

It is emphasised that the Tenderer is solely responsible for ensuring that its Tender is complete and correct. If, at a later stage, the 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 them or that has been gathered within the framework of the services provided. It will not disclose the information available to it to third parties without prior permission from the Contracting Authority. The Tenderer 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, requires.

Contradictions, inadequacies and/or objections

This document has been carefully compiled. Nevertheless should the 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 through TenderNed, stating the proposed corrections and any substantiation. The Tenderer must also make any objections to (parts of) this document known without delay, but in any case, before the closing date for the submission of questions for the Information Memoranda, in writing, through TenderNed.

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 have reasonably 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 clarifies 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, the 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.



Companies not established/ based in the Netherlands / Non-Dutch companies

For Tenderers who are not established in the Netherlands, the supporting, verification documents must be provided in accordance with the laws and regulations applicable in the country of establishment.

Copyright

The copyright of information provided by the Contracting Authority rests with the Contracting Authority. Aside from 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 for the term of the Contract, including any extension periods, that its organisation possesses the capacities, skills and resources 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.

Draft Agreement

the draft agreement has been drawn up in Dutch and (will be) translated into English for convenience for potentially interested parties. Please note that the Dutch version will be leading at all times and will be the version that will be signed after the final awarding.

Withdrawal

The Contracting Authority has the right to withdraw this Tender during the duration of the Tender Procedure for reasons of their 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 the 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.

Dissolution of the Contract / Agreement

Contracting Authority is entitled to dissolve the Agreement in whole or in part if the Contractor 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 omitted if compliance is permanently impossible. Dissolution/Termination is possible during both the Verification Phase and during the remaining duration of the Contract.

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

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 decides whether or not a dispute results in suspension of the procedure.

4.6 Processing of complaints

The submission and processing of complaints is subject to the procedures and guidelines set down in the [Annex 9 Tender Procedures Complaints Protocol](#).



5. Grounds for exclusion and suitability requirements

5.1 Tenderer's Statement

In the Tendering Procedure of a public procedure, Tenderers are only required to submit a Tenderer's Statement (in this case through Annex ESPD) with regard to the Grounds for Exclusion and the Suitability Requirements; they do not need to provide any further information (verification documents), with the exception of references and the extract from the trade register (or statement or certificate, and a power of attorney). These documents must be appended to the Tender.

Only the required data from the winning Tenderer's Statement (and second ranked Tenderer because of the Waiting Room Agreement) 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 (except for 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 most economically 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 Tenderer's Statement must be signed by a legally valid representative of the company (please also see paragraph 4.5.5 for more information);
- The Tenderer's Statement 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 (European Single Procurement Document), the Grounds for Exclusion are specified that apply to this Tender Procedure. By signing the ESPD, the Tenderer indicates that the Grounds for Exclusion specified do not apply to the Tenderer.

In paragraphs 2.1 up to and including 2.4 and 3.1 up to and including 3.5 of the Tenderer's Statement (the ESPD), the Grounds for Exclusion are specified (ticked) that



apply to this Tender Procedure. By signing the Tenderer's Statement, the Tenderer indicates that the Grounds for Exclusion specified do not apply to the Tenderer.

A Grounds for Exclusion is a knock-out criterion. Any Grounds 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 Grounds for Exclusion applies to the Tenderer, it must indicate which facts have become known, their scope and the measures it 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 Conduct for Procurement (*Gedragsverklaring Aanbesteden, GVA*)^{1*}
- Extract/ Excerpt 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 (Statement from the Tax and Customs Administration), 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

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. **Please note!** Foreign Tenderers must submit a similar certificate from their country of origin. For Tenderers within EU, with the website of e-Certis, interested Tenderers can look up the comparable / equivalent documents (eCertis (<https://ec.europa.eu/tools/ecertis/#/homePage>)).

If the country of the Tenderer 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. Please also note that it is the responsibility of the Tenderer to ensure that application for these documents is made in good time to comply with the term of submission.

Note: For Tenderers in the Netherlands; there is no urgency 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. Please do not wait until the intended decision to award has been sent out. The application process usually takes several weeks.

For more information on the Certificate of Conduct for Procurement, go to:

[Gedragsverklaring aanbesteden aanvragen | Justis](#) or in English
<https://www.justis.nl/en/products/certificate-of-conduct/documents-certificate-of-conduct>.



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 Tenderer's Statement, the Suitability Requirements are specified (ticked) that apply to this Tender Procedure. These Suitability Requirements are outlined below; further details are provided in Annex 2 Mandatory Forms.

By signing the Tenderer's Statement and appending the Tenderer's Statement to the Tender, the 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.

Economic and financial capacity (Articles 2.90, 2.91, 2.92 of the 2012 Tender Act)	SR1	Approved Annual Report/ Audit Certificate / assessment or compilation report that does not include a 'continuity section' that expresses doubt concerning the viability of the organization. Evidence: Annual accounts or extracts from the annual accounts <i>If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company.</i> <i>(Please note: Tenderer does not have to provide this information directly at the closing date / deadline for submission of Tenders. Please 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 / References * - submission of reference assignments to demonstrate that core competencies are met. Evidence: These references <u>must be filled in</u> in Annex 2 Mandatory Forms <u>and included</u> with the submission of the Tender(!)
ISO 14001 or equivalent	SR3	Sustainability – environmental management system (ISO 14001 / EMAS certification or equivalent) Evidence: Certification on the basis of NEN-EN-ISO ISO 14001 / EMAS or equivalent or a Description of the environmental management system used by Tenderer's organization.** <i>(Please note! Tenderer does not have to provide this information directly at the closing date / deadline for submission of Tenders. Please provide documents at the first request of the Contracting Authority)</i>



ISO 9001 or equivalent	SR4	Quality management system (ISO 9001 or equivalent) Evidence: Certification on the basis of NEN ISO 9001:2015 or equivalent or a Description of the quality management system used by Tenderer's Organization.*** <i>(Please note! Tenderer does not have to provide this information directly at the closing date / deadline for submission of Tenders. Please provide documents at the first request of the Contracting Authority)</i>
ISO 27001 or equivalent	SR5	Information Security management system (ISO 27001 or equivalent) Evidence: Certification of ISO 27001 or equivalent certification or a Description of the system for Information Security used by Tenderer's Organization**** <i>(Please note! Tenderer does not have to provide this information directly at the closing date. Please provide documents at the first request of the Contracting Authority)</i>
Professional competence (Article 2.98 of the 2012 Tender Act)	SR6	Professional competence Evidence: registration in the professional or traderegister / chamber of commerce in accordance with the regulations of the member state of their domicile. <i>This document <u>has to be included</u> with the submission of the Tender(!)</i>

* The **Core competences** are part of the Mandatory Forms in the Annex 2 and consist of;

- (1) Tenderer has proven/demonstrable experience in **delivering and providing 3rd line maintenance of at least ten (10) Present Weather Sensors** at a **Meteorological Institute**;
- (2) Tenderer has proven/demonstrable experience in **supplying forward scatter visibility sensors** that are **used at (international) Airports** for the automatic determination of the RVR (Runway Visual Range) and aeronautical visibility;
- (3) Tenderer has proven/demonstrable experience in delivering Present Weather Sensors that **operate continuously, uninterruptedly** (which is expressed in sensors that are operational **at least 99.5% of the time**), within a measurement period of 6 months. The mentioned 99.5% includes external disturbances such as spiders, insects and pollution at a maintenance interval of 6 months.

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.

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 2.

****If Tenderer does not possess the ISO 14001 certification, please provide an equivalent certification, or describe the key elements that the Tenderer has in place for setting up, implementing, maintaining and improving an environmental management system: formulating environmental policies, defining environmental aspects and impacts, establishing environmental objectives and programmes and implementing an environmental management system aimed at the continuous improvement of environmental performance.**

***** If the Tenderer does not possess ISO 9001 (2015 or 2018) certification; please provide an 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.**

****** If the Tenderer does not possess ISO 27001 certification, please provide an equivalent certification, or describe the management system of how the organization handles the security of information in a process-based manner, with the aim of ensuring the confidentiality, availability and integrity of information within your organization.**

5.4 Impartiality, prior knowledge and conflicts of interest

The Contracting Authority wishes to avoid partiality, prior knowledge and/or conflicts of interests. For that reason, submission of a Tender is interpreted as agreement with the following terms and conditions:

1. A Tenderer will be excluded from participation in the procedure in the cases specified below (1.a up to and including 1.d):
 - a. If a Tenderer itself has previously carried out work or provided services in preparation of the assignment at hand, or if it is / has been otherwise involved in the preparation of the assignment, either directly or indirectly, then prior knowledge is presumed.
 - b. If a Tenderer's company employs persons who have carried out such work or services, referred to under 1.a., then prior knowledge is also presumed.
 - c. If, within the framework of this Tender Procedure, a Tenderer calls in independent assistants (sub-contractors) and/or advisers (both natural persons and legal



bodies) and one or more of these independent assistants or advisers have carried out such preparatory work or services as referred to under 1.a, then prior knowledge is also presumed.

- d. If a Tenderer is affiliated with one or more other companies, or if the Tenderer forms part of a group, such in the sense of Articles 2:24a, 2:24b and 2:24c of the Dutch Civil Code, or similar legal forms under foreign law, and one or more of which companies have carried out such preparatory work or services as referred to under 1.a, a conflict of interests is presumed.
2. A cooperative of entrepreneurs (Combination) may be excluded from participation in the procedure if the cases referred to in Articles 1.a up to and including 1.d apply to one or more of the entrepreneurs in the cooperative.
3. If the cases referred to in Articles 1.a up to and including 1.d apply to another natural person or legal body with which Tenderer aims to satisfy the Suitability Requirements and/or the selection criteria, the Contracting Authority may decide not to accept this other natural person or legal body and exclude the Tenderer from participation in the procedure.
4. The Contracting Authority will enable the Tenderer, to the satisfaction of the Contracting Authority, to refute the presumption referred to in Articles 1.a up to and including 1.d, and demonstrate that fair competition will not be affected by the (earlier) involvement of Tenderer or its employees referred to under 1.b or the independent assistants or advisers it will call in as referred to under 1.c, or the other companies as referred to under 1.d.



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 five (5) members with knowledge and understanding of the subject matter of this Tender. The entire review is under the direction of the procurement advisors.

6.1.1 Assessment process

The Tenders are assessed following the steps described below:

- 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 1.6) and the applicable Sub Award Criteria (paragraph 6.3). Each Tender must meet 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 assessment committee 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 members of the assessment team, 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 consensus score for each Sub Award Criterion is agreed on in the assessment team, whereby the assessment team speaks with one voice and, therefore, arrives at a single final assessment score for each Sub Award Criterion. The final assessment scores of the Sub Award Criteria are added up, factoring in the corresponding weighting of the Sub Award Criteria as set in paragraph 6.3, yielding a total score.

The intention to award will be forwarded to the Tenderer that has obtained the highest total score. The Tenderer that obtains the second-best score will be awarded the Waiting Room Agreement.

6.2 Requirements and Desirables

This paragraph specifies the Requirements to be met by the products and services to be provided. These Requirements have a 'knock-out'-character; failure to meet one or more Requirements automatically leads to exclusion. Tenderers must continue to comply with all Requirements set out in the Tender Documents throughout the Tender and throughout the duration of the Contract.

The Requirements are set down in Annex 3 Program of Requirements and Desirables. Please read the instructions-tab carefully before completing this document. The format of Annex 3 is mandatory and the completed document becomes part of the Agreement between Contracting Authority and the Contractor.

A **Requirement** is marked as '<M>' for 'Mandatory' in column B of the Annex 3; 'Requirements and Desirables'-sheet. This sheet also includes a Requirements Check List in the **yellow** fill-in cells, 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 that the Tenderer has not completed or is answered with "No" will be deemed to have been completed with a "Not agreed"; in other words, the Tenderer does not meet the Requirement.

Please note! If the Tenderer does not comply with all the Mandatory Requirements, the Tender submitted by the Tenderer will be considered invalid.

If Annex 3 is not clear, Tenderers are advised to ask questions through the Memoranda of Information.

The Tenderer must observe the prescribed lay-out and shall add the completed Annex 3 with the submission of the Tender (the Annex 3 will be signed for in Annex 2 Mandatory Forms, see last page of Annex 2).

The Mandatory requirements in Annex 3 are all assigned a specific type:

- **M C** for "**Mandatory Closed**" – this Mandatory can be answered with either Yes or No. Any "M C" that the Tenderer has not completed or is answered with "No" will be deemed to have been completed with a "Not agreed"; in other words, the Tenderer does not meet the Requirement.



- **MI** for “**Mandatory with Information**” – this Mandatory can be answered with either Yes or No, but with that answer a specific option has to be selected.

Next to the Requirements that are Mandatory, the Annex 3, also contains ‘**Desirable**’ features (marked with ‘<D>’, also in column B). The Desirable features do not strictly have a ‘Knock-out’-character, but will be assessed. In some cases a Desirable must however meet a certain minimal quality level. These Desirables can therefore lead to a ‘knock-out’ if the minimal quality assessment is not met.

For the assessment of (the substantiations of) the Desirables, please see paragraph 6.3.1 and Annex 3 Program of Requirements and Desirables for more information.

Please note! For several of the mentioned Desirables a substantiation is required. A substantiation must be provided by the Tenderer.

For each of the substantiations, a separate document (in MS Word or PDF) can be provided, but Contracting Authority prefers if all substantiations are combined in one document. For convenience, Annex 12 is provided to include all the substantiations in. For these documents the name and title of the document must make it sufficiently clear which Desirable it concerns (!). The information can be provided in separate documents or in a composite document. Please ensure that for all the Desirables which request documentation, a document -with a clear description- is uploaded in TenderNed (!). In all cases, the Tenderer is responsible for submitting the correct information for the corresponding Requirement or Desirable.

6.3 Award criteria

This paragraph specifies the Sub Award Criteria for the services to be provided. The awarding criteria consist of Quality and Price with a **75%/25%** ratio.

	Sub Award Criteria	Total points
1	Quality	750 (75%)
2	Pricing	250 (25%)

Quality Award Criterion

The Sub-award Criteria are reflected in the table below, as are the maximum points to be obtained for each Sub Award Criterion (and weighting within the total of points that can be obtained).

	Sub-award Criteria	Maximum points to be obtained
1	Quality: Functional	505,5 (= 50,6%)
2	Quality: Maintainability	96,5 (= 9,7%)
3	Quality: Technical	24 (= 2,4%)
4	Quality: Hardware	52 (= 5,2%)
5	Quality: Software	28 (= 2,8%)
6	Quality: Reliability	32 (= 3,2%)
7	Quality: Support and Maintenance	4 (= 0,4%)
8	Quality: Training	4 (= 0,4%)



9	Quality: Documentation	4 (= 0,4%)
10	Price	250 (= 25%)
	TOTAL	1000 (= 100%)

6.3.1 Sub-Award criteria Quality

This Sub-Award Criteria consists of all Desirables as described in Annex 3. Each Desirable in Annex 3 will receive a score between 0 and 5, in accordance with the description for each particular Desirable. This score will be multiplied by the weight (given in column E of Annex 3, Requirements and Desirables sheet) to yield the amount of points awarded for that particular Desirable. Note that the amount of points is not necessarily an integer number. In all cases, the exact number within the Excel sheet is the true weight and yields the true points. Points are rounded to the nearest tenth of a point.

A short description of the process with which the Desirables are scored is given here. Further information is given in the "Instructions and Explanations" sheet of Annex 3. In case of any inconsistencies between this section of the Descriptive Document and Annex 3, the information given in Annex 3 will prevail. **Read the "Instructions and Explanations" sheet of Annex 3 carefully as it contains important information!**

The Desirables in Annex 3 are all assigned a specific type.

- **D C** for "**Desirable Closed**" – this Desirable can be answered with either Yes or No. If the answer is Yes, a score of 5 will be assigned, while an answer No will receive a score of 0.
- **D S "Desirable Scale"** - this Desirable does not need a Yes-or-No-answer, but a specific answer based on a point scoring scale is requested which can be entered using a drop-down menu in Annex 3. A score between 0 and 5 is assigned based on the answer, as is detailed in Annex 3 column F for that particular Desirable.
- **D O** for "**Desirable Open**" - this Desirable does not need a Yes-or-no-answer, but a substantiation is requested. This substantiation has a maximum length as is detailed in Annex 3 column F. This substantiation will be assessed by the assessment team of KNMI and will be assigned a score between 0 to 5, in accordance with both the general assessment guidelines and the specific guidelines given in Annex 3 column F for that particular Desirable.
- **D K.O.** for "**Desirable Knock-Out**"- Desirable with **minimum** score to be achieved. These Desirables cover specifications of the system that are, without exception, of high importance to the KNMI. Therefore, these Desirables do not need a simple yes-or-no answer, but a substantiation must be given. This substantiation will be assessed by the assessment team of KNMI and will be assigned a score between 0 to 5 in accordance with both the general assessment guidelines and the specific guidelines given in Annex 3 column F for the particular Desirable. Due to the importance of these Desirables, a **minimum** score of 3 ("Sufficient") **MUST** be achieved. Failure to provide a substantiation that at least achieves the minimal score will result in a "Knock-Out" and the



Tender will be excluded and is no longer eligible for award.

For the Desirable types that require a substantiation, types **D O** and **D K.O.**, Tenderer shall provide documentation or information that substantiates that the Desirable feature is met. The substantiation shall not exceed the maximum length given in Annex 3 column F for that particular Desirable. References to documents are allowed, but a reference to the relevant section, paragraph or page must be explicitly given and these documents must be attached to the Tender.

For the **D C** and **D S** Desirables, the achieved score is automatically shown in Annex 3, column I of the "Requirements and Desirables" sheet. For the **D O** and **D K.O.** Desirables, the assessment team of the KNMI initially assesses whether the substantiation is clear to the Contracting Authority and clearly describes what Tenderer intends to do, whether it is complete, feasible and consistent with the rest of the information given elsewhere in the Tender. Next, a score is assigned to the substantiation based on the levels given in the table below.

Level	Description	Score
Excellent	The substantiation is very complete and highly consistent, is clearly relevant, is very convincing and/or the solution offers extensive added value.	5
Good	The substantiation is mostly complete and consistent, is mostly relevant, is convincing and/or the solution offers clear added value.	4
Sufficient	The substantiation is sufficient/consistent, is partly relevant, is reasonably convincing and/or the solution is sufficient and offers some added value.	3
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.	2
Insufficient	The substantiation is insufficient or not consistent, is not relevant, is not convincing and/or the solution is insufficient.	1
Terrible/No information	The substantiation is either completely missing or too fragmentary to meaningfully judge for its value.	0

Example of determining score for a desirable

As an example, the possible points to be gained from Desirable #5 is detailed below. This Desirable is of **D K.O.** type, meaning that this Desirable is of great importance to the KNMI and that a substantiation is necessary. Furthermore, this substantiation must achieve a minimum score of 3, otherwise a Knock-Out for the entire Tender will occur. The weight of this Desirable is approximately **14.4**. Upon assessment of the Tender, the KNMI assessment team will evaluate the substantiation that is written in Annex 12 and assign it a score between 0 to 5 based on both the table above and the specific evaluation criteria as detailed in cell F10 of Annex 3, sheet Requirements and Desirables.



Score assigned by KNMI assessment team for Desirable #5:	Points earned by Tenderer for Desirable #5
5	72.2 ($\approx 5 \times 14.4$)
4	57.8 ($\approx 4 \times 14.4$)
3	43.3 ($\approx 3 \times 14.4$)
2	Knock-Out!
1	Knock-Out!
0	Knock-Out!

6.3.2 Sub award criterion 2, Pricing

The Tenderer is requested to quote prices according to the tables / structure as appended in **Pricing Sheet, Annex 4**. Please read through the instructions of this Annex carefully before completing the document. If the document is not clear, Contracting Authority advises to ask questions through the Memorandum of Information.

The Annex 4 is Mandatory and will become part of the Agreement between Contracting Authority and Contractor.

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

- Prices must be in Euros and exclusive of VAT;
- The offered prices are "all-in" for the products and services described in Annex 3 Program of Requirements and Desirables (i.e., inclusive of all additional costs such as (but not limited to), for example, manufacturing, transport, warranty, insurance, training, use of software and support and maintenance for duration of the contract, travel expenses, accommodation expenses, administrative expenses and overheads);
- All prices and rates must be 'in line with market conditions' and 'realistic'. This means that all prices and rates must be proportional to the effort and costs that the Tenderer must deliver in providing the Product (services and products/supplies);
- Any discounts to be offered must be incorporated into the Tender sum.

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

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

M= Max score (250)

O= Offered Price (TCO* for duration of the Contract incl. extensions)

A= Awarded Score

C= Financial Cap/ ceiling (€ 5,5000,000 for total TCO)

S= Financial Spread (€ 3,0000,000)

$$250 * \frac{(\text{€ } 5,500,000 - O)}{\text{€ } 3,000,000} = A$$



Example:

Tenderer A offers a total price of € 2,500,000

Tenderer B offers a total price of € 3,500,000

Tenderer C offers a total price of € 5,000,000

Tenderer D offers a total price of € 6,000,000

Tenderer E offers a total price of € 2,000,000

Calculation

Score **Tenderer A**

$$250 * \frac{(\text{€ } 5,500,000 - \text{€ } 2,500,000)}{\text{€ } 3,000,000} = 250$$

Score **Tenderer B**

$$250 * \frac{(\text{€ } 5,500,000 - \text{€ } 3,500,000)}{\text{€ } 3,000,000} = 166,66$$

Score **Tenderer C**

$$250 * \frac{(\text{€ } 5,500,000 - \text{€ } 5,000,000)}{\text{€ } 3,000,000} = 41,66$$

Score **Tenderer D**

Tenderer D exceeds the financial cap and receives zero points.

Please note: Tenderer that exceeds the financial cap may be excluded from the Tender Procedure.

Score **Tenderer E**

Tenderer E remains below the threshold and receives maximum points (250) for the Pricing-criterion.

The Tenderer with the lowest Tender sum (over threshold) for TCO over duration of the Contract of 16 years is awarded the most points for this criterion.

*In this Tender Procedure, the Contracting Authority requests a price which together with the 1st and 2nd line maintenance, forms the **TCO** or *Total Cost of Ownership*. The TCO is the basis for calculation of the score for criterion Pricing.

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. Simultaneously the second ranked Tenderer that is eligible for the Waiting Room Agreement will be made known.

If two or more parties achieve the same score, the total number of points obtained for Sub Award Criterion **Functional** will be the deciding factor. If parties achieve with the same score in this category, the total number of points obtained for Sub Award



Criterion **Maintainability** will be the deciding factor. If parties achieve with the same score in this category, the total number of points obtained for Sub Award Criterion **Price** will be the deciding factor. If 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 parties that ended up with the same score.

Verification and Contract conclusion

After successful completion of assessment, the provisional intention to award shall be drawn up. After the announcement of the provisional intention to award to the winning Tenderer and the Tenderer eligible for the Waiting Room Agreement, the Contracting Authority shall start the verification procedure of the documents mentioned in the Suitability Requirements. To prepare this procedure the Contracting Authority will determine which verification is necessary based on the documents and information from the Tenderer with the highest score, and if there are any unanswered questions or required fine-tuning on certain topics.

Should it be deemed that incorrect information has been provided in the Tender or that there are insurmountable objections with regard to other issues when the contract is concluded, the Tenderer concerned shall be excluded. It is also possible that the provisional awarding cannot lead to the final awarding, for instance when the verification documents cannot be handed over to Contracting Authority.

Cases as described shall have the next consequences:

In the case that Tender should have been excluded in assessment step 1 or 2 (see section 6.1.1) and exclusion did not take place and when during verification with the winning Tenderer, this Tenderer cannot handover the required documents or does not have the required documents in order to verify that the Tenderer has fulfilled the Mandatory Requirements, the Contracting Authority will fall back to the Tenderer that ranked second (or third place when applicable, etc.).

6.5 Intention to award

Simultaneously with the announcement of the provisional intention to award to the winning Tenderer and the second ranked Tenderer for the Waiting Room Agreement, the rejected Tenderers (that have submitted a valid Tender) 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 Tenderer 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. The Contracting Authority wishes to further emphasize further that as long as there is no agreement on all issues and no Contract has been signed by both parties, the Contracting Authority/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.



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

6.6 To conclude

As long as there is no agreement on all issues and no written Contract has been signed by both parties, the KNMI shall not be bound in any way. In such a case, there shall not be deemed any obligation whatsoever for compensation for any damages or expenses incurred. The award of the Contract shall be announced in writing. The Contract shall only be deemed to have been awarded when the supplier concerned has received written notification. Verbal promises shall not be deemed legally binding.

All agreements that may follow from this acquisition are subject to final financial approval of the general board of KNMI. The board of KNMI will have the right to change dates if needed without prior notice to Tenderers or other parties involved.



Appendices

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

- Annex 1 ESPD
- Annex 2 Mandatory Forms
- Annex 3 Program of Requirements and Desirables
- Annex 4 Pricing Sheet
- Annex 5.1 Draft Agreement (Dutch and English version)
- Annex 5.2 Draft Waiting Room Agreement (Dutch and English version)
- Annex 6 ARIV 2018
- Annex 7 Explanatory Notes ARIV 2018
- Annex 8 Questioning Form
- Annex 9 Tender Procedures Complaints Protocol
- Annex 10 Verification Phase and Delivery
- Annex 11 Template Certificate of Acceptance
- Annex 12 Substantiations Form
- Annex 13 References of Annex 10