



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

Information Memorandum no. 1

associated with

Public European Tender

Acquisition and 3rd line maintenance of Present Weather Sensors

Reference no. 349307

February 20th 2023

This Memorandum of Information is an integral part of the Descriptive Document. The questions included in this Memorandum of Information are taken verbatim as they were asked.

For completeness, the Memorandum of Information is included in both Dutch and English.

The Memorandum of Information has been/will be made available at www.tenderned.nl



Deadline for submission of Tenders, no later than: 20 March 2023 (Monday), 12.00 CET (GTM, local The Hague time)

The following Annexes are attached to this Information Memorandum no. 1:

- Annex 5.1. Concept overeenkomst NL (Draft Agreement) v2.0
- Annex 5.2 Wachtkamerovereenkomst (Waiting Room Agreement) PWS 2023 v2
- Annex 5.1. Draft Agreement v2 ENG
- Annex 5.2 Annex 5.2 Draft Waiting room agreement v2 ENG

Notice

- After publication of the Tender Documents is a new version of the Annex. 1. ESPD has been uploaded. This new version can, in contrast to the previously published version, be filled-in. Please use this version (this new version was added on 27 January 2023 with the designation "Annex 1 European-single-procurement-document-espd.pdf").
- The draft agreement contained a number of things that we corrected in the new version (EN and NL). These issues include: correct use of capital letters coinciding with the definitions, consistent use of designations such as Supplier and Customer between Appendix 5.1 and 5.2, and a correction to Article 6.8 regarding reference to ARBIT-2022. This incorrect reference has been removed in the new version.
- The new versions (version 2) of Annex 5.1 and 5.2 (both English and Dutch) have been added in TenderNed. The older versions have been removed to avoid possible confusion.

Regarding the questions asked

	Page / Document	Paragraph	Question	Answer
1.	Descriptive document, page 11	1.5	Section 1.5 refers to the value of assignment of being a maximum €2,500,000. However, 6.3.2 Refers to a financial cap of €5,500,000. Please can you clarify between the two?	The amount € 2,500,000 from section 1.5 is the maximum amount that may be offered by Tenderers. The amount € 5,500,000 from section 6.3.2 refers to the expected total cost of the sensors, including 1st, 2nd and 3rd line maintenance (i.e. the 'Total Cost of Ownership') over a contract term of 16 years.



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2.	Descriptive document, page 14	3.1	Please confirm that there is no standard requirement for site attendance for the 3rd Line Maintenance Support by the Contractor, unless deemed necessary by KNMI and requested on a case by case basis, separate from our annual fee? This is on our assessment that all listed activities in Section 3.1 can be conducted remotely	Your assumption is correct.
3.	Annex 5.1. / Draft model agreement	Article 13-15	Could you please clarify the interrelations between the 16-year "system warranty" (Article 13. of the model agreement) on one hand, and the 2-year "hardware warranty" (Article 14. of the model agreement) and the 2-year "software warranty" (Article 15. of the model agreement) on the other, and whether or not hardware or software related warranty claims could be made on the basis of the 16-year "system warranty" even after the expiry of the 2-year hardware/software warranty?	The system warranty of 16 years covers the period during which the system must function in accordance with the specifications as included in the Tender Documents. This warranty is separate from the separate warranty on hardware and software components. If an error/defect in the hardware or software means that the system no longer functions in accordance with the agreed specifications, the client may invoke the system warranty, even after the expiry of the two-year warranty on hardware or software.
4.	Annex 5.1. / Draft model agreement	Article 12.1.2. and 13	Could you please clarify the interrelations between the invoiceable 3rd line maintenance obligations on one hand, and the 16-year "system warranty" (Article 13. of the model agreement) on the other? This is important as Article 12.1.2. of the model agreement seems to suggest that the fee for 3rd line maintenance is	This means that from year 3 onwards, the costs of 3 rd line maintenance for hardware and software can be invoiced. The first 2 years are covered by the required warranty.



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		invoiceable only in respect of systems for which the warranty period (16 years) has already expired.	
5.	Annex 5.1. / Draft model agreement	Article 18 Could you please clarify the scope of the Escrow obligations (Article 18. of the model agreement)? Does it apply to software only? If so, could you please confirm that it does not apply to firmware?	Firmware is software programmed into the hardware. The provisions set forth in Article 18.2 shall apply: The Escrow shall contain all non-public domain information reasonably required by Buyer to remedy malfunctions and maintain and manage the Software in such a way that the agreed use remains possible. This includes Software, Firmware and documentation.
6.	Annex 5.1. / Draft model agreement	Article 19.2 Could you please confirm that the indemnification obligation under Article 19.2. of the model agreement applies only in respect of negligent acts or omissions of the Supplier?	No, we do not confirm that. It must be any act or omission on the part of supplier that caused a third party to suffer damages and which act or omission is not justified by the contract.
7.	Annex 5.1. / Draft model agreement	Article 24.1 Article 24.1. states that "late delivery" cannot be regarded as force majeure. For clarity, could you please confirm that a delay in delivery can nevertheless be justified if the delay has been caused by a force majeure occurrence?	No, we cannot confirm that. Late delivery in Article 24.1 means that late delivery of materials to the supplier, for example, does not count as force majeure on the part of the supplier.
8.	Annex 5.1. / Draft model agreement	Articles 4.1 and 4.2 Articles 4.1 and 4.2 of ARIV 2018 provide for a guarantee of suitability and fitness for intended purpose. For clarity, could you please confirm that the supplies will be considered to comply with the guarantee of suitability	Your assumption is correct. 'Intended purpose' is a functional description. These should be read in combination. If the agreed specifications are met, the intended purpose should also be met. However, if a specification would interfere with



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		and fitness for intended purpose if the supplies comply with the agreed specifications?	the intended purpose, Tenderer should alert the client (KNMI).
9.	Annex 5.1. / Draft model agreement	In line with ordinary industry practice, and in order to minimize the need for additional risk premium in pricing, could you please consider introducing (i) an overall liability cap equal to the contract price, and (ii) an explicit exclusion of liability for indirect and consequential damages?	With regard to liability, the provisions of Article 14 ARIV shall apply. This contains provisions relating to limitation of liability, taking into account the value of the assignment. We believe that these provisions are proportionate and appropriate for the present assignment. We therefore do not modify these provisions in accordance with your proposal.
10.	Annex 3 / Program of Requirements and Desirables,	3.3 / Requirement 56 Pls. specify the requirement in details.	When possible KNMI would like to be able to configure the output message of the PWS such that all information (measurements, sensor status and when possible raw data) can be made available in such a way that it can easily be processed by our sensor interface. An example of a user-defined output data message of PWS would be -A message that contains the required measurement information (12-second values for MOR with/without correction for flying insects in meters, precipitation intensity in mm/h, precipitation type in METAR code and background luminance in cd/m²), in suitable resolution (intensity in 0.01 mm/h) -status information of sensor/modules and window contamination levels -quality indication



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			-checksum -this information is given in a fixed format and is encapsulated by <STX> and <ETX> A minor typographical error in requirement #56 was detected. The correct text of requirement #56 is "It should be possible within the PWS to create a user-defined output data message." We apologize for the confusion.
11.	Annex 3 / Program of Requirements and Desirables,	4.1 / Requirement 63	Because PWS does not have moving parts, and is therefore not a machine, EN 60204 is not applicable for this product. On the other hand, IEC 60364 deals with electrical equipment "only so far as its selection and application in the electrical installation are concerned", which is a very narrow approach to safety. Question: Is EN 61010-1:2010, as amended in 2019, acceptable as the referred electrical safety standard? When the offered PWS has no moving parts, EN 60204 is not applicable. Compliance with electrical safety standard IEC 60364 is preferred and not mandatory. If it is not possible to comply with IEC 60364, please explain how electrical safety is guaranteed. Yes, standard EN 61010-1:2010+A1:2019 is acceptable.
12.	Annex 3 / Program of Requirements and Desirables,	4.1 / Requirement 64	IEC 61000-6-2 and IEC 61000-6-4 are generic standards which could be used "where no applicable product or product-family EMC standards exist". EN 55032:2015 is intended for equipment having a primary function of retrieval, processing and transmission of data, and EN 61326:2013 for professional equipment for measurement and test use. Question: are EN 55032:2015 and The generic standards IEC 61000-6-2 and IEC 61000-6-4 have been set for this Tender. An expert assessment by an external party is required to determine whether the standards EN 55032:2015 and EN 61326-1:2013 meet this requirement. A response to this question will be given in the second Memorandum of Information.



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		EN 61326-1:2013 acceptable as the referred EMC standards?	
13.	Annex 3 / Program of Requirements and Desirables,	4.3 / Requirement 72 Do the first two (2) units in 1st delivery have to have final productized hardware and software within the T+2 weeks delivery schedule? (Ref. Annex 10, chapter 4.6 Delivery schedule)	The first two (2) units in the 1st delivery at T+2 weeks must have the final software and hardware version. For these first two units, the hardware colour as specified in requirement #72 is not yet required. Should Tenderer choose to deliver these first two units without complying to requirement #72, then the Tenderer must rectify this prior to the end of the verification phase at no cost to KNMI.
14.	Annex 3 / Program of Requirements and Desirables,	4.3 / Requirement 72 Do the ten (10) units in 2nd delivery have to have final productized hardware and software within the T+4 weeks delivery schedule? (Ref. Annex 10, chapter 4.6 Delivery schedule)	Yes, the second delivery of 8 sensors at T+4 weeks must both have the final software and hardware version and the correct hardware colour according to requirement #72 because sensors from this batch will be deployed at airport locations, see annex 10 chapter 4.6.
15.	Annex 3 / Program of Requirements and Desirables,	3.1 / Requirement 42 This is doable but we would like to understand the reasoning, pls. elaborate. Why 12 second averaging is needed instead of e.g. 10 seconds or 15 seconds.	A 12 second interval is the default resolution of our observation network. Basically all sensors are polled every 12 seconds and information is updated/refreshed at 12 second interval when possible. A sensor that gives a NEW valid answer every 12 seconds complies with requirement #42. Thus, averaging over 10 seconds meets the requirement, but averaging over 15 seconds gets no points.



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