



## **Descriptive Document**

Pertaining to : **Ground stations, radiosondes and interfaces**

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 State of the Netherlands, represented by the Minister of Infrastructure and Water Management, for this purpose represented by the Director-General of the Royal Netherlands Meteorological Institute (Koninklijk Nederlands Meteorologisch Instituut or KNMI). In the Draft Agreement (Annex 5) and ARIV-2018, the Contracting Authority / KNMI is also indicated as "Purchaser". In the Mandatory Forms, the Contracting Authority / KNMI is also indicated as "Principal".

### **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) and ARIV-2018, Contractor 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 may be several Desirables that have to meet a certain described qualitative threshold (see paragraph 6.3 for more information).

### **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 for verifying performance of the Product after Delivery. 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 Draft Agreement referred to as "The System" or "Systems"), in this case; Ground station, radiosondes and interfaces, and related products and services in scope of this Tender Procedure.

### **Proposal**

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

### **Requirements**

Regulations and Requirements pertaining to the Product to be provided.

**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.

**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. During a period of 7 days after delivery and installation, the Products will be tested. 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.



## Technical Definitions / abbreviations

### **CIMO-guide**

The Commission for Instruments and Methods of Observation guideline.

WMO's Commission for Instruments and Methods of Observation ensures the accuracy of weather observation by facilitating the creation of international standards and, thus, the compatibility of measurements. The Commission is responsible for developing the guidelines and recommendations implemented through the Instruments and Methods of Observation Programme (IMOP), one of the key components of the World Weather Watch (WWW) Programme. The latest CIMO-guide was published in 2021.

### **COTS**

Commercial off-the-shelf.

Commercial off-the-shelf or commercially available off-the-shelf (COTS) products are packaged or canned (ready-made) hardware or software, which are adapted aftermarket to the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions or commercially available off-the-shelf (COTS) products are packaged or canned (ready-made) hardware or software, which are adapted aftermarket to the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions.

### **ECC**

Electrochemical Concentration Cell.

A concentration cell is an electrolytic cell that is comprised of two half-cells with the same electrodes, but differing in concentrations. A concentration cell acts to dilute the more concentrated solution and concentrate the more dilute solution, creating a voltage as the cell reaches an equilibrium.

### **GRUAN**

GCOS Reference Upper-Air Network.

The Global Climate Observing System (GCOS) Reference Upper-Air Network (GRUAN) is an international reference observing network of sites measuring essential climate variables above Earth's surface, designed to fill an important gap in the current global observing system. GRUAN measurements are providing long-term, high-quality climate data records from the surface, through the troposphere, and into the stratosphere. These are being used to determine trends, constrain and calibrate data from more spatially-comprehensive observing systems (including satellites and current radiosonde networks), and provide appropriate data for studying atmospheric processes. GRUAN is envisaged as a global network of eventually 30-40 sites that, to the extent possible, builds on existing observational networks and capabilities.

### **K=2**

Statistical uncertainty indicator, indicating a  $2\sigma$  (standard deviation) range or 95% confidence.

**KNMI**

The Royal Netherlands Meteorological Institute (KNMI) is the Dutch national weather service. Primary tasks of KNMI are weather forecasting and monitoring of weather, climate, air quality and seismic activity. KNMI is also the national research and information centre for meteorology, climate, air quality, and seismology.

**RH**

Relative humidity.

**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.

**T**

Temperature

**WMO**

World Meteorological Organization



# **1. Introduction**

Before you lies the Descriptive Document for the Public European Tender Procedure for procurement of Ground stations, radiosondes and interfaces by the Contracting Authority. The tender procedure is managed by the Ministry of Infrastructure and Water Management.

## **1.1 Objective**

The Contracting Authority aims to enter into a Contract with one Contractor.

## **1.2 Duration of Contract and Terms and Conditions**

The initial duration of the Contract will be five (5) years, whereupon the Contracting Authority may unilaterally renew the Contract two times, firstly for a maximum term of three (3) years and secondly for a term of two (2) years. The total (foreseen) maximum regular duration of the Contract will therefore be 10 years. Such duration is proportionate with the relatively high transaction costs and technical complexity of a change of measurement system, such in particular due to the need of so-called “dual soundings” for a period of typically one year when a new measurement system is taken into use. The Contracting Authority reserves the right to prolong the contract even further, if that is necessary for phasing in a new measurement system (after expiration of 10 years), for a maximum duration of 18 months.

The Contract shall be concluded in Dutch language, according to the model in Annex 5. For information, an English version of the model is also given in Annex 5. The Contract is subject to the Terms and Conditions, i.e. ARIV-2018 (Annex 6 and 7). Tenderer’s own (sales) terms and conditions will not be accepted. Should Tenderer declare its own (sales) terms and conditions applicable, then the Contracting Authority has the right to demand a rectification from Tenderer.

## **1.3 Combining / Parcelling out**

The ground stations, radiosondes and interfaces must be absolutely compatible. To eliminate any risk of incompatibility, they shall be procured together and in one parcel.

## **1.4 Value of the assignment**

The estimated total value of the assignment can be specified as follows:



|                                        | 2024-28   | 2029-31   | 2032-33   | 2034-35     |
|----------------------------------------|-----------|-----------|-----------|-------------|
| Standard contract                      | € 780.800 | € 429.654 | € 348.960 |             |
| Option A (De Bilt 2 sondes)            | € 232.000 | € 191.987 | € 144.524 |             |
| Option B (Paramaribo 2 sondes)         | € 208.000 | € 172.127 | € 129.573 |             |
| Option C (eco-friendly / legal ch.)    |           | € 79.377  | € 64.621  |             |
| Option D (18 months phasing in)        |           |           |           | € 581.505   |
| Total estimated value with all options |           |           |           | € 3.363.127 |

All estimates for 2029-2035 include 5% year-on-year indexation. Indexation is foreseen from 2029 onwards, and may take place on the basis of statistics for annual inflation in industrial sectors of the National Bureau of Statistics- CBS, category: Producentenprijzen; afzetprijzen, bedrijfstak SBI 2008, index 2015=100, sector 27 Elektrische apparatenindustrie. To prevent any misunderstanding, the statistics for the period until 2022 are included in Annex 11. In case that actual inflation is lower or higher than the estimated 5%, the actual indexation shall be adjusted (and differ) accordingly.

The Contracting Authority reserves the right to reject offers that exceed the amounts stated in the table.

In case that the assignment would be extended to a period of 11 years and 6 months, and in case that all possible options would be used (see also paragraph 3.8 below), the total estimated value could reach approximately € 3.363.127 euro excl. VAT. This is the maximum value which has been mentioned in the contract notice on Tendered / Tenders European Daily (TED).

The above amounts are an indication only; Candidates cannot derive any rights and/or obligations from these amounts.

## 1.5 Award criterion

Tenders will be assessed on the basis of the Most Economically Advantageous Tender award criterion (hereinafter to be referred to as "MEAT"), i.e., with a focus on the price/quality ratio offered. The price/quality ratio is 30/70.

Qualitative elements (Please see paragraph 6.2 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.



## 1.6 Contacts

The contacts for this tender process are:

| First contact              | Deputy contact             |
|----------------------------|----------------------------|
| Emile Roest                | Marcel van den Bergh       |
| Senior Procurement Advisor | Senior Procurement Advisor |

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 of a Tenderer from this procedure.



## 2. Description of the organisation

### 2.1 Description of the Ministry of Infrastructure and Water Management

The Ministry of Infrastructure and Water Management (the Ministry) 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. The Ministry promotes sustainability and the circular economy. The Ministry is supervising this Tender Procedure on behalf of the Royal Netherlands Meteorological Institute (KNMI), which is an administrative unit of the Ministry.

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

### 2.2 Description of organisation division

#### 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 the Ministry of Infrastructure and Water Management. 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.

For more information on KNMI, please refer to the website [www.knmi.nl](http://www.knmi.nl) (in Dutch) and [www.knmi.nl/over-het-knmi/about](http://www.knmi.nl/over-het-knmi/about) (in English).

## 3. Description of the assignment

### 3.1 Subject

KNMI has two measuring stations where radiosondes and ozone sondes are regularly released to take measurements of vertical profiles of temperature, pressure, humidity, wind and ozone: De Bilt (the Netherlands) and Paramaribo (Suriname).

Because of the great importance for the Netherlands and its treaty partners to measure and analyze climate change and to develop adequate policies, KNMI has joined GRUAN, a worldwide network of meteorological institutes that perform highly reliable atmospheric measurements. The GRUAN website describes this importance as follows (<https://www.gruan.org/network/about-gruan>):

*The growing need of high quality upper-air climate observations caused the GCOS (Global Climate Observing System) to initiate the establishment of a reference measurement network which is designed to provide climate data records not only at the surface of the Earth but throughout the atmospheric column into the stratosphere. Therefore GRUAN (GCOS Reference Upper Air Network) was envisaged by the WMO in 2007. The implementation meeting took place in February 2008 (see GCOS-121) at the Meteorological Observatory in Lindenberg (Germany), where the GRUAN Lead Centre was established. GRUAN is envisaged as a network of 30-40 observing stations. It builds on existing observational networks and operational capabilities and is expected to be complemented by ground-based state of the art instrumentation. The task of GRUAN is to provide long-term, highly accurate measurements of the atmospheric profile with emphasis to the upper troposphere and lower stratosphere (upper-air). The particular demand is to define and assure reference quality for the data and data products. The priority is on the Essential Climate Variables (ECV) defined by GCOS, which are temperature, wind speed and direction, water vapor, cloud properties, and Earth radiation budget (including solar irradiance). A high reliability of the data, which mandatorily includes e.g. well estimated uncertainties and therefore enables comparability and complementation of different techniques, is a prerequisite to fully characterize the properties of the atmospheric column and quantitatively encompass the climate change and the underlying causes, e.g. to separate the long-term change signal from the natural variability.*

*The definition of reference quality includes in a consistent way the full traceability of all measurements to SI units or internationally accepted standards, uncertainty analyses, which distinguish contributions from systematic and random error, comprehensive documentation, data validation, and metadata collection and management. With the quality level of the GRUAN data, results from more spatially-comprehensive global observing systems including satellites and current radiosonde networks can be constrained and calibrated.*

For a better understanding the website also mentions specific examples, such as:

*Existing records of upper-air temperatures are insufficient to meet the growing range of needs for studying climate. They greatly lack continuity, homogeneity and representativeness of data, because past measurements were seldom intended for climate research, but mainly for short-term weather forecasting. It is likely that similar problems will persist in the future. Therefore, a way of separating climate change signals from the inevitable non-climatic effects, caused by measurement biases, instrument instabilities and network inhomogeneities, is essential.*



Through this procurement procedure, the Contracting Authority aims to modernize its current ground stations, and to purchase radiosondes and interfaces (for ozone sondes) that are fully compatible with each other and with the new ground stations. For this purpose, the Contracting Authority expects to procure the following:

| Product                                                                                                    | Number                                                                                            |
|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Ground stations, including all apparatus to receive the radiosonde signal, such as antennas and computers. | 2 pieces:<br>1 operational in De Bilt (the Netherlands)<br>1 operational in Paramaribo (Suriname) |
| Radio sondes                                                                                               | 550 pieces per year<br>100 pieces for dual sounding (end of contract)                             |
| Interfaces                                                                                                 | 120 pieces per year                                                                               |

If a Tenderer wishes to offer a third ground station to secure the required uptime, he may do so, but that should then be included in the total price.

Possible increases of the contract are described in section 3.8.

### 3.2 Reason for a European Tender 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 purpose of the tender process is to conclude one contract between KNMI and one capable supplier, who will deliver the ground stations, radio sondes and interfaces, and related services, with the required quality and on time. It is important that the selected supplier shall provide maintenance & after-sales services during the total duration of the contract. These services shall in particular consist of providing adequate technical support as to secure proper functioning of the Products as specified in the Programme of Requirements. After installation and acceptance on site, technical support may be provided on-line by staff involved in the production of the Products, on the internet, by phone and email.

### 3.4 Final products

The Products to be delivered are Ground Stations, Radiosondes and Interfaces including all relevant accessories and services. The Products must be new, un-used, fully functional, and must be capable of operating together to execute measurements and generate data as specified in the Tender documents. They also must be compatible with ozone sondes, that the Contracting Authority is using. The Requirements for these goods are described in the Program of Requirements (Annex 3).

**Delivery.** Please note that:

- The ground stations are to be supplied and installed in De Bilt and Paramaribo respectively;
- all radiosondes and interfaces are to be supplied to KNMI in De Bilt, the Netherlands. KNMI will take care of transport of the sondes to Paramaribo, Suriname.



### **Acceptance.**

After supplying the Product and after installation of the ground stations, a SAT will be performed. The SAT will be executed according to a protocol, that the contractor submits to the Contracting Authority for approval at least 10 days beforehand. If the Product works well during the SAT, and the next 7 days of nominal operations, its delivery will be accepted. That does not affect the obligation for the Product to fulfil all requirements during the entire contract period, nor the right of the Contracting Authority to demand repair, to return or reclaim the Product, or to ask compensatory damages in case of malfunctioning during the entire contract period.

## **3.5 Policy principles**

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

### **3.5.1 Sustainability**

In all its purchases, the Contracting Authority wishes to enforce requirements regarding sustainability. This will provide a solid impetus to the sustainable products and services market, while the government sets a good example as one of the major customers.

The Contracting Authority is of the opinion, that the environmental impact of released radiosondes and interfaces are the main sustainability issue of this tender. Therefore, the Contracting Authority has developed a method to score such impact, based on the materials / substances used, their weight, and whether they are reusable, recyclable, biodegradable, or hazardous.

Please see paragraph 6.2 and the Programme of Requirements (Annex 3) for more specific information.

### **3.5.2 Social terms and conditions**

The government wishes products and services it procures to be effected in a fair manner, for example, without anyone being exploited, without child labour, and with a minimum of negative environmental impact. The government adheres to the Sustainable Development Goals and the UN Universal Declaration of Human Rights, which includes the right to a clean, healthy and sustainable environment. The government wishes, that business apply the UN Guiding Principles on Business and Human Rights.<sup>1</sup>

The Contracting Authority seeks to stimulate tenderers in their effort to identify and assess human rights risks; to prevent or mitigate them; to remedy their effects, if they already occurred; to monitor the effectiveness of their measures, and to improve them; and to report to the public on their performance in this respect. For this purpose, the Contracting Authority requires tenderers to submit a Human Rights Risk Planning, in which they explain the current status and their approach in this field, with special

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<sup>1</sup> [https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinesshr\\_en.pdf](https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinesshr_en.pdf)



regard to circumstances of labour and the environment in their supply chain and in their own operations.

Please see paragraph 6.2 for more specific information.

### 3.5.3 Social Return

Social return will not be required.

According to the SOCIAL RETURN Manual for contracting authorities of the government, version 2.0 of December 2011, the task of reintegrating people with a large(er) distance to the Dutch labor market is legally assigned to the UWV and municipalities. For the assessment whether suitable supply is available on the regional labor market, and whether a match between supply and demand is possible, reference is therefore made to the assessment by the UWV/municipality. In this case, where potential suppliers are located abroad, and even outside the European Union, it is not expedient to obtain and use such an assessment. After all, it is unknown which foreign bodies carry out such tasks, and whether those assessments would then be comparable, given the very different regulations and circumstances. The Contracting Authority would have to make a disproportionate effort in order to arrive at a good insight. This would apply a fortiori to monitoring during implementation. Social return will therefore not be required.

### 3.6 Variants

Submitting variants of these assignments is not permitted.

### 3.7 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.

### 3.8 Options

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

|          |                                                                                                                                                                                                                                                                                                                                                                |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | At the moment the KNMI De Bilt deploys one radiosonde a day. Possibly from 2025, this may change to up to two deployments a day. The amount of radiosondes will then increase by 290 per year.                                                                                                                                                                 |
| Option B | The WMO has expressed its intention to support improvement of measurements in Latin America. Possibly from 2025, this may result in an increase of measurements in Paramaribo to up to two deployments a day. The amount of radiosondes will then increase by 260 per year.                                                                                    |
| Option C | It is likely that more stringent environmental regulations will be enacted and come into force (such as the battery directive) and that as a consequence, changes to the products or their processing as waste will be necessary. For that case, the Contracting Authority reserves the right to acquire more environment-friendly sondes or to compensate for |



|          |                                                                                                                                                                              |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | additional processing or other costs. For this purpose, an increase of costs of 10 % has been estimated, from 2029 onwards.                                                  |
| Option D | To enable phasing out of the current contract and phasing in of new contract after 10 years, we reserve the right to extend the current contract for a maximum of 18 months. |

The Contracting Authority is not under any obligation to procure the desired optional services.

### **3.9 Exclusion of Russian suppliers**

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 2004/18/EC, which has been implemented in the Dutch 2012 Tender Act.

This tender procedure has commenced with the announcement of the contract and the placement of this Descriptive Document and its annexes 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 to improve conditions for Tenderer.



## 4.2 Scheduling

The table below reflects the scheduling of the tender procedure. The scheduling is indicative and Tenderers cannot derive any rights from it. The Contracting Authority reserves the right to adjust the schedule.

| Activity                                                 | Date                      |
|----------------------------------------------------------|---------------------------|
| Contract notice (publication) through TenderNed          | 07.11.2023                |
| Submission of questions (first round) no later than      | 17.11.2023, 13.00 hrs CET |
| Mailing of Information Memorandum no later than          | 24.11.2023                |
| Deadline for submission of Tenders                       | 20.12.2023, 13.00 hrs CET |
| Announcement of "Intention to award"                     | 22.12.2023                |
| Suspensive period (20 calendar days) until no later than | 12.01.2024                |
| Final award                                              | 15.01.2024                |
| Contracting until no later than                          | 16.01.2024                |
| Presumable commencement date of Contract                 | 17.01.2024                |

## 4.3 Cooperatives

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

- As a Combination, whereby each participant in the Combination declares to be severally liable for full and proper performance of all obligations towards the Contracting Authority ensuing from the Tender, the (Framework) Contract and any additional agreements.

The Tender must state who is in charge of the Combination and who is authorised to act as responsible representative towards the Contracting Authority (Representative).

If a Tender is submitted as a Combination, each individual Combination participant must provide a Tenderer's Statement.

With regard to financial data / minimum turnover / references, the data of the individual Combination participants may be taken into account in the calculation of the total company turnover and the description of the references.

- As a main contractor / sub-contractor construction, whereby the main contractor acts as the contract party and is severally liable for performing all obligations, including the sub-contracted obligations. The Tenderer must specify which component it is sub-contracting and provide the contact details of the sub-contractor.

The Contracting Authority is entitled to exclude the Tenderer if the composition of the cooperative is changed during the tender procedure (after submission of the Tender and prior to entering into the Contract) without prior permission in writing from the Contracting Authority.

The Contractor must obtain prior permission in writing from the Principal for any changes in the composition of the cooperative during the term of the Contract.



Companies may tender independently, i.e., as an individual company, or as a Combination comprising one or more companies. A Combination is regarded as one Tenderer. A company may only tender once, in a Combination, in a main contractor / sub-contractor construction or otherwise.

If a company tenders both independently and as a member of a Combination, the Contracting Authority will only assess the Tender submitted by the Combination. The independent Tender will be excluded from the procedure.

A company that tenders independently or as a member of a Combination may not tender as a sub-contractor. If a company tenders both independently or as a member of a Combination and as a sub-contractor, the Contracting Authority will only assess the Tender submitted by the Combination or the independent Tender. The Tender submitted as a sub-contractor will be excluded from the procedure.

#### **4.4 Procedural regulations and requirements to be observed by the Tender**

##### **4.4.1 Information meeting**

The Contracting Authority does **not** intend to organise an (online) information meeting. However, in case that the content of questions submitted indicate a need for such meeting, the Contracting Authority may still organise it. In that case, Tenderers will be notified when the meeting will take place.

During this meeting, a once-only supplementary explanation of the subject of the tender procedure will be provided to all interested parties simultaneously. In addition, wherever possible, answers will be provided to questions submitted in writing up to that day, without disclosing who submitted the questions.

##### **4.4.2 Inquiries**

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

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

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

In order to enforce the principle of equal treatment, all questions submitted, answers and explanations, if any, and additional information will be published – anonymised – on TenderNed via an Information Memorandum, no later than the date / the time stated in the schedule. In the Information Memorandum, the Contracting Authority will also announce whether, and if so, which changes have been implemented in the Contract. After this stage, the wording of the Contract will be definite.



The Contracting Authority may set up a second round of questions if, in its opinion, this is called for. A decision to that end will be announced via TenderNed. In that case, the time schedule stated in paragraph 4.2 will be adjusted to include the corresponding delay and communicated through TenderNed.

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

#### **4.4.3 Manner of submission of Tenders**

The Tender, including (signed) Annexes in PDF format, must be submitted in time, electronically and exclusively via TenderNed.

#### **4.4.4 Closing date for Tenders**

The closing date (see schedule) is a deadline. **Tenders that are received too late will not be taken into consideration.** The risk of Tenders not being received in time or incomplete lies, irrespective of the cause, with the Tenderer. In TenderNed, submitted Tenders can only be accessed and opened after expiry of the deadline for submission. It is therefore safe for Tenderers to submit their Tenders well before the deadline and they are advised to do so.

#### **4.4.5 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.



#### 4.4.6 Structure of Tender

Tenders must be structured as follows:

| Contents |                                        | Annex                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.       | Cover letter                           | None (Cover letter is Free format)<br><b>Signed</b><br><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).<br><b>Completed and Signed</b><br>Please note; if Tenderer consists of a consortium of multiple parties, possibly multiple ESPD's are mandatory, see paragraph 4.3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 3.       | Mandatory forms                        | Annex 2 - Mandatory Forms<br><b>Completed and signed</b><br>- References statement(s) must be submitted separately, signed, in pdf.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4.       | Programme of Requirements              | Annex 3 – Programme of Requirements (PoR)<br><b>Accepted and with the requested substantiations</b><br><br>- By signing the Conformity Statement in the Mandatory Forms, the Tenderer confirms explicitly that he accepts and fulfills all mandatory requirements from the PoR (and all other conditions of the Tender).<br><br>- All Substantiations ( <b>preferably combined in one PDF-document</b> ) must be submitted with a clear reference to the requirement involved.<br><br>- With respect to requirement no. 73, Tenderer has to submit a credible explanation with his approach to foreseen replacements of components and incidents, i.e. the service level that he proposes to achieve the required uptime (requirement no. 8). We suppose that such explanation can be given in a short (2-3) page document. <b>Include with the substantiations.</b> |
| 5.       | Pricing Sheet                          | Annex Pricing Sheet<br><b>Completed and signed.</b><br><b>Submit separately in a pdf.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6.       | Documents for Sub award criteria 1 - 7 | None. Expected contents stated in paragraph 6.2<br><b>Submit separately in a pdf.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**Please note!** Please follow this structure carefully and provide the files (in MS Word, Excel or PDF-format) with a file name that is clearly traceable to the requested attachment in the overview above.



Please do not attach documents that are not explicitly requested.

**Please note!** It is not permitted 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 person, 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**.

#### 4.4.7 Other terms and conditions / requirements

##### **Use of mandatory forms**

The mandatory forms appended to this Descriptive Document must be used in the Tender and may only be submitted in the original, appended format.

##### **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 (power of attorney) signed by a lawful representative of Tenderer's organisation.

##### **Term of validity**

Tenderer must stand by its bid for a minimum of 120 calendar days following the closing date for Tenders.

##### **Communication**

Given the fact that all expected tenderers are non-Dutch, 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, except for the Contract, which shall be concluded in Dutch, with a (non-binding) English translation.

All communication pertaining to this tender process must exclusively take place through TenderNed and addressed to the contacts specified. Any other forms of contact regarding this European tender procedure with other employees of the Contracting Authority are prohibited, unless express permission in writing to this end has been received from a contact person. Failure to comply with this provision may lead to exclusion.



### **Termination of tender procedure**

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

### **Claim for compensation of expenses**

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

### **Further explanation**

The Contracting Authority may request Tenderer to provide an explanation and/or additional data and check information provided. Tenderer must comply with such a request within 10 work days. If the data requested are not provided within the timeframe specified, the Contracting Authority may decide to refrain from taking the Tender into consideration.

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

### **Completeness and correctness of Tender**

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

### **Confidentiality**

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

### **Contradictions, inadequacies and/or objections**

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

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

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



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

Please note! In case that Tenderer does not agree with any condition or provision of the Tender, he must file a complaint or summary proceedings before the deadline for submission of Tenders (see paragraph 4.5 below). Otherwise, its right to lodge a legal complaint regarding these conditions or provisions shall be forfeited.

### **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 in case that Tenderer will insist on them, his Tender will be put aside.

### **Copyright**

The copyright of information provided by the Contracting Authority rests with the Contracting Authority. Save exceptions as stipulated in the Copyright Act, no part of the Tender documents and/or information provided by the Contracting Authority may be reproduced (other than for the purpose of submitting a Tender) by means of print, photocopying, microfilm or otherwise, without written permission from the Contracting Authority. Nor may the Tender documents and/or information provided by the Contracting Authority and/or parts and/or components thereof be used for commercial purposes of whatever nature, without written permission from the Contracting Authority.

### **Changes in Tenderer's situation**

The final Contract resulting from this tender procedure will be the result of all information and documentation provided by Tenderer and the Contracting Authority. Tenderer guarantees that for the term of the contract including any extension periods its organisation possesses the capacities, skills and resources required to meet the requirements and wishes specified. The Contracting Authority must be informed immediately of any substantial change in Tenderer's situation affecting its ability to meet these requirements.

### **Withdrawal**

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

### **Rescission of Contract**

The Contracting Authority has the right to terminate the Contract with Contractor with immediate effect, if a judge finds that the decision to award has been unlawful, that the Contract is invalid, or that the Assignment must be put out to tender anew, for whatever reason.

Furthermore, the Contracting Authority reserves the right to annul the Contract in the event of incorrect and/or incomplete information and/or inability on the part of Tenderer to fulfil what it has offered.



A decision to terminate and/or annul, as referred to above, does not entitle Tenderer to claim indemnification from the Contracting Authority for tendering expenses, loss of reference, loss of profit or other damage incurred or suffered in the framework of this tender procedure.

### **Social Return**

Not applicable.

### **Applicable law and disputes**

The relation between the Contracting Authority and the Tenderer is governed exclusively by Dutch law. The court in The Hague is exclusively competent to take note of disputes pertaining to this tender procedure, notwithstanding the fact that Tenderer has the right to (first) submit any dispute to the Committee of Tender Experts. The Contracting Authority considers whether or not a dispute results in suspension of the procedure.

## **4.5 Processing of complaints**

The submission and processing of complaints is subject to the procedures and guidelines set down in Annex 9 - Tender Procedures Complaints Protocol.

Please note! In case that Tenderer does not agree with any condition or provision of the Tender, he must file a complaint (or summary proceedings) before the deadline for submission of Tenders. Otherwise, its right to lodge a legal complaint regarding these conditions or provisions shall be forfeited.



## 5. Grounds for exclusion and suitability requirements

### 5.1 Tenderer's Statement (European Single Procurement Document)

In the tendering stage of a public procedure, Tenderers are only required to submit a Tenderer's Statement (European Single Procurement Document) with regard to the Grounds for Exclusion and the Suitability Requirements; they do not need to provide any further information (verification documents), with the exception of references and the extract from the trade register (or statement or certificate, and a power of attorney). These must be appended to the Tender.

Only the required data from the winning Tenderer's Statement will be verified following the announcement of the intention to award and the rejection of the other Tenderers. Within 10 calendar days, the winning Tenderer must provide, at the first request from the Contracting Authority, the verification documents specified in this chapter (save the aforementioned exceptions). Failure to provide the verification documents in time, following a request to that end, may lead to exclusion. In the event of exclusion, the Tenderer that has submitted the second economically most advantageous Tender will be considered for providing the required verification documents at the request of the Contracting Authority. And so forth (number three, number four, et cetera).

Please note:

- The Tenderer's Statement must be signed by a competent official of Tenderer;
- The Tenderer's Statement can only be used in 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.

The form of the Tenderer's Statement (European Single Procurement Document) is provided in Annex 1. Tenderer has to fill out the applicable fields and duly sign that form.

### 5.2 Grounds for exclusion

In the format of the Tenderer's Statement, the Grounds for Exclusion are specified (ticked) that apply to this Tender procedure. By signing the Tenderer's Statement, Tenderer indicates that the Grounds for Exclusion specified do not apply to Tenderer.

A Ground for Exclusion is a knock-out criterion. Any Ground for Exclusion that applies to Tenderer leads to exclusion.

In the event of tendering as a Combination, the entire Combination will be excluded if one of the Grounds for Exclusion applies to one or more members of the Combination. The same applies for a sub-contractor, in case that he supplies a critical reference needed for qualification for this procedure.

If a Ground for Exclusion applies to the Tenderer, it must indicate which facts have cropped up, their scope and the measures Tenderer has taken to prevent reoccurrence



and restore confidence. The Contracting Authority may refrain from applying (one of) the Grounds for Exclusion for reasons stated in Article 2.87a or 2.88 of the Tender Act.

Verification document(s):

- Extract from the trade register, not older than 6 months at the time of submission of the Tender, and
- Certificate of Payment Conduct issued by the tax authorities, not older than 6 months at the time of submission of the Tender, and
- Confirmation of suitability to participate in public tenders issued by a public authority, or a notary public, or the Tenderer's legal counsel – member of the Bar Association (solicitor), or – if such are not available – a sworn statement by Tenderer.

The verification documents must be drawn up in English or an official translation into English must added (certified translator).

### 5.3 Suitability requirements

In part IV of the format of Tenderer's Statement, general reference is made to Suitability Requirements. These Suitability Requirements are further explained below; further details of the references statement are provided in Annex Mandatory Forms.

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

A Suitability Requirement is a knock-out criterion. Not meeting a Suitability Requirement leads to exclusion.

| Suitability Requirements                                                                               |     |                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Technical skill and/or professional skill</b><br>(Articles 2.93, 2.94, 2.95 of the 2012 Tender Act) | SR1 | References: Tenderer proves that he has supplied at least 250 radiosondes per year (over the past three years preceding the date of announcement of the tender) to at least one national meteorological institute. |



## **6. Assessment Procedure**

### **6.1 General**

For the purpose of this tender procedure, the Contracting Authority has composed an assessment committee responsible for the award process. The assessment committee is composed of three members.

#### **6.1.1 Assessment process**

The Tenders are assessed as follows:

- First, with regard to validity, completeness, and other terms, conditions and requirements specified.
- Second, with regard to grounds for exclusion and suitability requirements.
- Third, with regard to requirements.
- Fourth, with regard to the applicable sub award criteria. 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.
- In the case of missing or uncompleted documents, the Contracting Authority may request Tenderer to supplement them in addition. This can however not be applied to material content of the offer, i.e. documentation needed for scoring on award criteria, including the price.
- As regards obvious errors and omissions in the Tender, for example in the pricing sheet, the Contracting Authority may clarify them with Tenderer and apply the logical correction. This may however not lead to a material change of the offer (award criteria).

#### **6.1.2 Individual assessment**

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

#### **6.1.3 Discussion of assessment and total score**

The individual assessment of all Tenders is followed by a plenary session with all the assessors, during which the compliance with the sub award criteria and the score results are evaluated. This includes a discussion of the scores awarded by the individual members, in order to enable them to explain the scores they have awarded and rectify any incorrect interpretations and/or mistakes in their assessment. Subsequently, the final score for each sub award criterion is established by consensus among the evaluation committee members.



## 6.2 Sub award criteria

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

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

|   | <b>Sub award criteria</b>                | <b>Maximum score</b>      | <b>Form<sup>2</sup></b>                                                                                                                          |
|---|------------------------------------------|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Fictive Environmental Burden             | 100 points (10%)          | See Annex Fictive Environmental Burden.                                                                                                          |
| 2 | Human Rights Risk Planning               | 100 points (10%)          | Own description, No fixed format                                                                                                                 |
| 3 | Antenna range of radiosonde              | 200 points (20%)          | Testing reports, reports of actual measurements by Tenderer, No fixed format                                                                     |
| 4 | Uncertainty RH<10% in stratosphere (k=2) | 50 points (5%)            | Testing reports, reports of actual measurements by Tenderer, No fixed format                                                                     |
| 5 | Heating mechanism of interface           | 100 points (10%)          | Own confirmation with photographs or other proof, No fixed format.                                                                               |
| 6 | Multiple add-on sensors                  | 100 points (10%)          | Own confirmation and explanation how an additional sensor can be connected, No fixed format.                                                     |
| 7 | Utensils for ozone sonde launch          | 50 points (5%)            | Own confirmation stating which accessories are provided, including instructions for their use, with photographs or other proof, No fixed format. |
| 8 | Price                                    | 300 points (30%)          | See form in Annex Pricing Sheet                                                                                                                  |
|   | <b>TOTAL</b>                             | <b>1000 points (100%)</b> |                                                                                                                                                  |

### 6.2.1 Sub award criterion 1, Fictive Environmental Burden

This sub award criterion comprises a number of sub-sub award criteria which are reflected in the table in Annex 10.

The goal of this table is to specify a measure for the environmental burden of the radiosonde and the interface after use, so when they become waste. The fictive environmental burden (FEB) in gram, calculated from the table must be as low as possible. This criterion reflects the lower number of interfaces used (compared to radiosondes) by adding 5 times the fictive grammage of radiosondes to one time the fictive grammage of an interface. The bidder with the lowest fictive environmental burden (FEB<sub>low</sub>) gets 100% of the available points (100), the other bidders will get a relative score:  
points of Tenderer = FEB<sub>low</sub>/score of Tenderer \* available points (100).

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



### 6.2.2 Sub award criterion 2, Human Rights Risk Planning

The Contracting Authority seeks to stimulate tenderers in their effort to identify and assess human rights risks; to prevent or mitigate them; to remedy their effects, if they already occurred; to monitor the effectiveness of their measures, and to improve them; and to report to the public on their performance in this respect. For this purpose, the Contracting Authority requires tenderers to submit a Human Rights Risk Planning, in which they explain the current status and their approach in this field, with special regard to circumstances of labour and the environment in their supply chain and in their own operations. They should also explain their view on the four possible routes of the radiosondes/interfaces after their release: 1) they can end up in nature, either on land or in water; 2) they can be found and treated as domestic waste; 3) they can be found and send back to KNMI; 4) they can be found and send back to the manufacturer. Tenderer must describe how the finder should dispose of each component in case of option 2), how KNMI should reuse or dispose of each component in case of option 3) and how the manufacturer will reuse, recycle or dispose of each of the components in case of option 4.

Sub-sub award criteria:

- the bidder has a clear view on the possible routes of their product (radiosonde and interface) after it becomes waste and has a waste strategy which results in the lowest possible environmental burden for their product (10%, partially: 5%)

This sub award criterion comprises a number of sub-sub award criteria which are reflected below, as are the maximum scores to be obtained for each sub-sub award criterion (and thus the mutual weighting).

|   | <b>Sub-sub award criteria</b>                                                                                                                                                                                                                                                                                                                          | <b>Maximum score to be obtained</b> |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1 | Description of the system that tenderer has in place to monitor and manage risks related to human rights, including the environment (pollution, nature/biodiversity), in the supply chain and in own operations; including a description of waste processing/recycling to follow for route 2, 3 and 4 mentioned above (maximum 5 pages, lettersize 10) | 40                                  |
| 2 | Description of the current status – identified risks (maximum 3 pages, lettersize 10)                                                                                                                                                                                                                                                                  | 30                                  |
| 3 | Description of executed and planned measures to prevent or mitigate the risks; to remedy their effects, if they already occurred; to monitor the effectiveness of the measures, and to improve them; and to report to the public on their performance in this respect (maximum 3 pages, lettersize 10)                                                 | 30                                  |

For each sub-sub award criterion, the Contracting Authority assesses whether the description is clear, logical and realistic. Each sub-sub award criterion is assessed as follows:



| Rating |               | Description                                                                                                                                                                                                                                                                                                              |
|--------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0      | Not submitted | -                                                                                                                                                                                                                                                                                                                        |
| 1      | Poor          | In the opinion of the assessment team, Tenderer has pursued the substance of the elements and aspects requested to a very limited extent and/or, in the opinion of the assessment team, Tenderer has not provided a relevant or substantive answer to the issue at hand.                                                 |
| 4      | Mediocre      | In the opinion of the assessment team, Tenderer has pursued the substance of the elements and aspects requested only partially or to a limited extent and/or, in the opinion of the assessment team, Tenderer has only partially or to a limited extent provided a relevant and substantive answer to the issue at hand. |
| 7      | Sufficient    | In the opinion of the assessment team, Tenderer has provided a substantively relevant, appropriate and good description, and properly addressed the issue at hand.                                                                                                                                                       |
| 10     | Good          | In the opinion of the assessment team, Tenderer has provided a substantively relevant, appropriate and excellent description, and properly the issue at hand. The description demonstrates a very thorough and responsible approach to the issue at hand.                                                                |

To obtain the score of Tenderer, the maximum score per sub-sub award criterion is divided by 10 and multiplied by the number of points obtained (0/1/4/7/10) for the sub-sub award criterion under consideration.

In case that the description exceeds the allowed number of pages, the Contracting Authority will only evaluate the pages with material text up to the allowed number of pages, and disregard the others.

### 6.2.3 Sub award criterion 3, Antenna range of radiosonde

As stated in the PoR, the radiosonde signal and the GPS signal must be received at a distance of at least 300km and 10hPa, and during the descending track down to the antenna horizon or lower for 98% of the radiosondes. In this award criterion, points are awarded if the radiosonde signal and the GPS signal are received at a further distance than 300km. Tenderer is requested to submit proof that up to the claimed distance at least 90% of the data is received with maximum gaps of 60s for the complete track (ascent and descent).

The number of points awarded are 200 points if the claimed distance is 400km, and 0 points if the claimed distance is 300km, and linearly scaled with distance for claimed distances in-between, so for 325km the points are  $25/100 * 200 = 50$  points.

Proof: Tenderer is requested to submit testing reports, i.e. reports of actual measurements by Tenderer. While there is no fixed format, the evaluators will assess the methods used and the credibility of the testing / reports. If the evaluators have reasons to doubt the tests / reports, this will be clarified with Tenderer. The Contracting authority reserves the right to adjust the points, or give no points, if it deems the tests / reports not credible.



#### **6.2.4 Sub award criterion 4, Uncertainty humidity <10% ppmv in stratosphere (k=2)**

In this award criterion, 100 points are awarded if the combined uncertainty of the humidity in the stratosphere is less than 10% part per million by volume / ppmv (k=2).

Proof: Tenderer is requested to submit testing reports, i.e. reports of actual measurements by Tenderer, and/or scientific papers. While there is no fixed format, the evaluators will assess the methods used and the credibility of the testing / reports. If the evaluators have reasons to doubt the tests / reports, this will be clarified with Tenderer. The Contracting authority reserves the right to adjust the points, or give no points, if it deems the tests / reports not credible.

#### **6.2.5 Sub award criterion 5, Heating mechanism of interface**

In this award criterion, points are awarded if the interface can be placed inside an ozone sonde box and has a heating mechanism to prevent the ozone sonde sensor solution from freezing, as follows:

If the interface has a heating mechanism that switches on automatically below a prescribed temperature (upon agreement with the Contracting authority), 50 points are awarded.

If the switch-on temperature of the heating mechanism can be configured by the user before launch and the user can choose between at least two prescribed temperatures, 100 points are awarded.

Proof: Tenderer is requested to submit a separate confirmation stating that/if the interface has a heating mechanism, and that the switch-on temperature of the heating mechanism can be configured before launch by the user. The confirmation shall be accompanied by photographs of the interface on which the heating mechanism is indicated, or other proof.

#### **6.2.6 Sub award criterion 6, Multiple add-on sensors**

In this award criterion, 100 points are awarded if, next to an ECC ozone sonde, at least one other sensor can be connected to the interface via the Xdata protocol, e.g. another ozone sonde, so that both sensors can be launched together with only one radiosonde.

Proof: Tenderer is requested to submit a separate own confirmation and explanation stating how an additional sensor can be connected.

#### **6.2.7 Sub award criterion 7, Accessories for ozone sonde launch**

In this award criterion, 50 points are awarded if with an interface all hardware or utensils are provided, which are necessary to connect and launch an ECC ozone sonde together with a radiosonde and its unwinder, with the exception of balloon and parachutes.



Proof: Tenderer is requested to submit a separate own confirmation stating which accessories are provided, including instructions for their use. The confirmation shall be accompanied by photographs of a prepared ozone sonde with the accessories.

### 6.2.8 Sub award criterion 8, Pricing

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

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

- Prices must be in Euros and excluding value added tax, but including customs duties other import/export charges, transport and installation costs to/at the specified site(s) of KNMI.
- The price per item is a fixed amount valid for the duration of the Contract and "all-in", i.e., inclusive of all additional costs such as (but not limited to), for example, travel expenses, accommodation expenses, administrative expenses and overheads. Starting 2029, the price per item may be subject to indexation on the basis of statistics for annual inflation in industrial sectors of the National Bureau of Statistics- CBS, category: Producentenprijzen; afzetprijzen, bedrijfstak SBI 2008, index 2015=100, sector 27 Elektrische apparatenindustrie, if the Contractor (Tenderer) requires so. To prevent any misunderstanding, the statistics for the period until 2022 are included in Annex 11.
- The price should include all costs for service and necessary replacement of components during the expected life-time / contract duration of 10 years.
- The Contracting Authority expects that immediately upon installation, Tenderer will deliver a training, as described in the Programme of Requirements.
- All prices 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.

While the Contracting Authority reserves the possibility to end cooperation after 5 and 8 years respectively, the clear intention is to cooperate with the successful Tenderer for a period of 10 years. The price to be compared in the Tender therefore is the price for the supply of the Products for a period of 10 years. The number of products (items) are given in the Pricing Sheet (Annex 4). The Tenderer with the lowest price is awarded the maximum number of points. The other Tenderers are awarded a score pro rata in accordance with the formula below:

$$\frac{\text{Lowest tender sum}}{\text{Tenderer's sum}} * 300 \text{ (maximum number of points)} = \text{Tenderer's score}$$

## 6.3 Intended winner

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



If two parties end up with the same score, the total number of points obtained for sub award criterion 2 will be the deciding factor. If two parties still end up with the same score, the total number of points obtained for sub award criterion 3 will be the deciding factor. If two parties still end up with the same score, the total number of points obtained for sub award criterion 8 will be the deciding factor. If two parties still end up with the same score, lots will be drawn to determine which party will be awarded the assignment. The lots will be drawn by a notary or the Contracting Authority in the presence of the two parties that ended up with the same score.

#### **6.4 Intention to award**

Simultaneously with the announcement of the provisional intention to award to the winning Tenderer, the rejected Tenderers will be informed of the decision. They will receive a letter of rejection containing the reasons for rejection and the notification of the intended award to the winning Tenderer. Any interested party may acquire additional information from the Contracting Authority.

By virtue of Article 2.128 of the 2012 Tender Act, the notification of the award decision does not entail acceptance of a bid from the winning Tenderer.

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

Simultaneously with the announcement of the provisional intention to award to the winning Tenderer, the Contracting Authority will start verification of statements made by the winning Tenderer in his declaration. In case that the winning Tenderer fails to pass the verification, for example because he does not provide proof as requested, the Contracting Authority will change the award decision, and notify its provisional intention to award the Contract to the Tenderer that finished second, and so on.



## List of Annexes

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

- Annex 1 Tenderer's Statement (ESPD)
- Annex 2 Mandatory Forms
- Annex 3 Program of Requirements
- Annex 4 Pricing Sheet
- Annex 5a Draft Agreement (Dutch version)
- Annex 5b Draft Agreement (English version)
- Annex 6a ARIV 2018 (Dutch version)
- Annex 6b ARIV 2018 (English version)
- Annex 7a Explanatory Notes ARIV 2018 (Dutch version)
- Annex 7b Explanatory Notes ARIV 2018 (English version)
- Annex 8 Question Form
- Annex 9 Tender Procedures Complaints Protocol
- Annex 10 Fictive Environmental Burden Scoring Table
- Annex 11 CBS statistics for inflation – Electronical equipment industry