



Descriptive Document

Pertaining to : **Ozonesondes**

According to a : **European Competitive Dialogue Tender Procedure**

Reference no. : **31193342**

Date : **March 20, 2024**

Version : **2.0**

Contact : **Mr. Emile Roest**



Table of contents

Table of contents.....	2
Definitions	4
1. Introduction.....	8
1.1 Objective.....	8
1.2 Duration of the Contract and Terms and Conditions	8
1.3 Combining / Parcelling out.....	8
1.4 Value of the assignment.....	9
1.5 Award criterion.....	9
1.6 Contacts	9
2. Description of the organisation	11
2.1 Description of the Ministry of Infrastructure and Water Management.....	11
2.2 Description of organisation division	11
3. Description of the assignment	12
3.1 Subject.....	12
3.2 Reason for a European Tender Procedure	13
3.3 Aim	13
3.4 Final products	13
3.5 Policy principles	14
3.6 Variants	15
3.7 Changes in scope.....	15
3.8 Options.....	15
3.9 Exclusion of Russian suppliers.....	15
4. Tender procedure.....	16
4.1 European tender procedure / Competitive Dialogue	16
4.2 Scheduling	16
4.3 Cooperatives.....	17
4.4 Procedural regulations and requirements to be observed by the Candidate	17
4.5 Processing of complaints.....	24
5. Grounds for exclusion and suitability requirements	25
5.1 Candidate's Statement (European Single Procurement Document)	25
5.2 Grounds for exclusion	25



5.3	Suitability requirements	26
6.	Assessment Procedure	27
6.1	General	27
6.2	Invitation to the Competitive Dialogue	27
6.3	Selection decision	27
	List of Annexes	28



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.

Candidate

An entrepreneur or enterprise who submits (or intends to submit) a Request for Participation.

Candidate's Statement

The European Single Procurement Document, attached in Annex 1.

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 Mandatory Requirements which in the event that they cannot be met, this will lead to exclusion from further participation to this Tender Procedure.)

European Single Procurement Document

In the European Single Procurement Document (ESPD), also referred to as Candidate's Statement, the Candidate 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 Candidate or a person affiliated with the Candidate that results in exclusion of the Candidate 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 Candidates submitted via TenderNed or email and/or any additional explanations of the Tender Documents. The Information Memorandum will be given in anonymized form and constitute an integral and binding part of this Tender Procedure.

Mandatory Forms

Annex to the Descriptive Document, in which Candidate must agree to certain 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 Ozonesondes and related products and services in scope of this Tender Procedure.

Proposal

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

Requirements

Regulations and Requirements pertaining to the Product to be provided.

**Request for Participation**

Document submitted by the Candidate to request participation in the Competitive Dialogue.

Sub-Award Criteria

Further specification of the Award Criterion. The criteria that stipulate which Tender is assessed as most economically advantageous. The sub-award criteria shall be set in the invitation to submit a Tender (offer), following after the dialogue phase.

Suitability Requirements

The requirements that form the basis for assessing a Tenderer's suitability to perform the assignment.

Tender The offer 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 Candidates by the Contracting Authority for the purpose of this Tender Procedure (including this document and Annexes).

Tenderer

A Candidate who – following his Request for Participation - was selected to continue in the Competitive Dialogue becomes a Tenderer.

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)



Technical Definitions / abbreviations

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.

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.

WMO

World Meteorological Organization



1. Introduction

Before you lies the Descriptive Document for the European Competitive Dialogue Tender Procedure for procurement of Ozonesondes by the Contracting Authority. The tender procedure is managed by the Ministry of Infrastructure and Water Management.

In the Competitive Dialogue procedure, Candidates are first required to request participation in the tender procedure. Once that they qualify for participation they become Tenderers. The Contracting Authority will then enter into a dialogue with Tenderers, to establish what (additional) requirements, and Terms and Conditions, are feasible for both Tenderers and the Contracting Authority. After establishing the requirements, and Terms and Conditions, the Contracting Authority will invite Tenderers to submit their Tenders (offers).

1.1 Objective

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

1.2 Duration of the Contract and Terms and Conditions

The duration of the Contract and Terms and Conditions are subject of the competitive dialogue, in other words, they shall be determined after receiving feedback from Tenderers.

In general, the Contracting Authority would like to conclude a long-term contract, that will enable it to cooperate with the Contractor for in total 10 years. Such duration is proportionate with the relatively high transaction costs and technical complexity of a change of measurement system (ozonesondes), such in particular due to the need of so-called "dual soundings" for a period of typically one year when a new measurement system (ozonesonde) is taken into use. At the same time, a contract form should be sought that enables the Contractor to accommodate changes in market conditions, such as availability and prices of materials during the full term of the Contract.

The Contracting Authority intends to conclude the Contract 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 proposed to be 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. However, **during the competitive dialogue, Tenderer may express changes that he requires in the Terms and Conditions, for acceptance by the Contracting Authority**. The final Terms and Conditions will be included with the invitation to submit a Tender (offer).

1.3 Combining / Parcelling out

The Ozonesondes shall be procured 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
Ozonesondes	€ 269.440	€ 178.376	€ 149.283
Total estimated value			€ 597.100

The estimates are based on 110 ozonesondes per year, with 24 ozonesondes extra in 2033, for dual sounding after expiry. All estimates for 2029-2033 include 5% year-on-year indexation. Such indexation was chosen just for establishing the estimated value.

The Contracting Authority will require Tenderers to propose mechanisms for adjusting the price of the ozonesondes to market conditions, for example by allowing a correction of the original price (for the first delivery) according to the development of the market price of crucial material(s).

In case that the Contract would be extended to a period of 10 years, the total estimated value could reach approximately € 597.100 euro excl. VAT. This is the value which has been mentioned in the contract notice on Tendered / Tenders Electronic Daily (TED). Such value may be adjusted according to outcomes of the Competitive Dialogue.

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 40/60.

The award criteria and their weight shall be communicated later, in the invitation to submit a Tender.

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 or by email to emile.roest@minienw.nl. 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/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.



Ozone is one of GRUANs so-called priority 2 ECVs, for which a GRUAN data product is under development. The ozonesonde measurements in De Bilt and Paramaribo have to be compliant with this future data product. This largely determines our requirements on stability, performance, data output, and compatibility with GRUAN radiosondes. In addition GRUAN imposes strict management of change.

For this purpose, the Contracting Authority expects to procure 110 ozonesondes per year. In the last year of the contract, 24 extra ozonesondes are budgeted, due to expected dual soundings after contract expiry.

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 ozonesondes, and related services, with the required quality and on time.

3.4 Final products

The Products to be delivered are Ozonesondes. The Requirements for these goods are described in the Program of Requirements (Annex 3).

Delivery. Please note that:

- All ozonesondes are to be supplied to KNMI in De Bilt, the Netherlands. KNMI will take care of transport of sondes to Paramaribo, Suriname.

Acceptance.

After delivery to the Contracting Authority, the ozonesondes shall not be tested or used immediately. The ozonesondes will be used gradually, meaning that eventual defaults will be discovered gradually as well. After such discovery, the Contracting Authority shall be entitled to demand repair, return or reclaim the Product, and/or demand replacement, at the Contractor's cost. This especially (but not only) regards the following three mandatory requirements (see PoR):

- After proper preparation, according to Standard Operating Procedures, the so-called "background current (IB0)" must be smaller than 0.05 micro Ampere;
- The pump flow rate, and therefore the pump motor, shall be stable (less than 2% variation) for the complete operating range;
- The response time, defined as the time to drop from 4 to 1.5 uA after exposure to an external ozone source, shall be less than 40 seconds.

For each individual instrument, non-compliant instruments must be repaired/replaced within 6 weeks.



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 ozonesondes are the main sustainability issue of this tender. Therefore, the Contracting Authority shall apply a method to score such impact, based on the materials / substances used, their weight, and whether they are reusable, recyclable, biodegradable, or hazardous.

3.5.2 Social terms and conditions

The government wishes products and services it procures to be produced 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.¹

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.

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

¹ https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinesshr_en.pdf



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 may be permitted, according to the outcome of the Competitive Dialogue.

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

Options for prolonging the Contract may be specified after the dialogue phase.

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 Electronic Daily.

4.1 European tender procedure / Competitive Dialogue

The scope of the assignment exceeds the European threshold amounts. In view of the nature of the assignment and the nature of the market, we have opted for the Competitive Dialogue.

After receiving feedback from (pre-selected) Tenderer(s), the Contracting Authority will determine the exact requirements and Terms and Conditions. Tenderers will then be invited to submit their Tenders (offers).

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.²

Activity	Date
Contract notice (publication) through TenderNed	20.03.2024
Deadline for submission of Questions	05.04.2024, 13.00 hrs CET
Publication of Information Memorandum	12.04.2024
Deadline for submission of Requests to Participate	23.04.2024, 10.00 hrs CET
Selection and Invitation of Tenderers	26.04.2024
Dialogue phase with Tenderers completed by	07.05.2024
Invitation to submit final Tenders on the basis of the individual outcomes of the dialogue phase.	08.05.2024
Deadline for submitting final Tenders	21.05.2024
Evaluation and announcement of intention to award	24.05.2024
Suspensive period (20 calendar days) no later than	14.06.2024
Final award	17.06.2024
Contracting until no later than	18.06.2024
Presumable commencement date of Contract	19.06.2024

As regards the dialogue, Tenderers are obliged to make themselves available for an online dialogue of one hour within 7 calendar days after receiving a request from the Contracting Authority for such dialogue, and such possibly repeatedly. In case that Tenderer will not make himself available, he may be excluded from the dialogue / Tender procedure.

² This time schedule does not reckon with delays for legal proceedings after Selection and Invitation of Tenderers. This is due to the fact that the enterprises, that are capable of producing the ozonesondes according to the Programme of Requirements, are well-known and the only potential Tenderers.



4.3 Cooperatives

There are two options for tendering in collaboration with other Candidates / 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 Request for Participation, the (Framework) Contract and any additional agreements.

The Request for Participation 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 Request for Participation is submitted as a Combination, each individual Combination participant must provide a Candidate'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 Candidate 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 Candidate/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 Candidate/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. The same rule applies in case of participation as a sub-contractor.

4.4 Procedural regulations and requirements to be observed by the Candidate

4.4.1 Dialogue phase / Online dialogue meeting(s)

The Contracting Authority intends to organise one or more (online) dialogue meetings with individual tenderers. The dialogue meetings will be held bilaterally between the



Contracting Authority and each individual Tenderer and will be confidential in the sense that the Contracting Authority will not share the solutions proposed by a Tenderer with the other Tenderers. During the first dialogue meeting with a Tenderer, the Tenderer will be asked to present one or more solutions with regards to the legal and financial Terms and Conditions of the envisaged Contract concerning a viable price mechanism and duration, in order to accommodate changes in market conditions, especially availability and price fluctuations of materials, and related risks during the Contract duration. The Contracting Authority and the individual Tenderer will discuss the ins and outs of the solutions presented by the Tenderer concerned and will specify a feasible solution that best meets the needs of the Contracting Authority as well as the individual Tenderer. If deemed necessary the Contracting Authority may schedule more dialogue meetings with individual Tenderers. The outcome of the dialogue phase will be that the Contracting Authority has specified on a bilateral basis with each individual Tenderer a feasible solution. In the tender phase each Tenderer will submit his tender on the basis of the specific feasible solution that he has agreed upon with the Contracting Authority and as specified during the dialogue phase. If it is not possible to reach agreement about a feasible solution with an individual Tenderer during the dialogue phase, the Contracting Authority may decide to end the dialogue with the Tenderer concerned without result. In that case the Tenderer concerned can only submit a tender on the basis of the unchanged Contract and Terms and Conditions as published in the contract notice on TenderNed.

4.4.2 Inquiry phase

Questions regarding this tender procedure or substantiated text suggestions regarding the Contract (with exception of suggestions concerning the price mechanism and duration of the Contract, which are subject to the dialogue phase) 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 to the contact person through TenderNed or by email, by using the question form (see [Annex Question Form](#)). Text suggestions that, in the opinion of the Contracting Authority, entail a significant change will not be accepted. Please note that Candidates may also require on-line explanation of the Tender procedure, if they need that to be able to submit a Request for Participation. Such on-line explanation will then be agreed and held in the presence of two persons of the Contracting Authority.

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 during the inquiry phase, 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 procedure. After this stage, the wording of the Contract will be definite.

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



4.4.3 Manner of submission of Requests for Participation

The Request for Participation, including (signed) Annexes in PDF format, must be submitted in time, electronically and via TenderNed or by email to emile.roest@minienw.nl.

4.4.4 Closing date for Requests for Participation

The closing date (see schedule) is a deadline. Requests for Participation **that are received too late will not be taken into consideration**. The risk of requests not being received in time or incomplete lies, irrespective of the cause, with the Candidate.

4.4.5 Opening of Requests for Participation

After the Request for Participation submission term closes, the Requests will be opened privately. A report will be drawn up stating which Candidates have submitted a Request for Participation.



4.4.6 Structure of Requests for Participation

The Request for Participation must be structured as follows:

Contents	Annex
1. Cover letter – Request for Participation	No annex (Cover letter is Free format), but must contain the text: <i>We hereby request participation in the European Competitive Dialogue Tender Procedure with Reference no. 31193342 (Ozonesondes).</i> Signed <i>! An extract from Chamber of Commerce or other proof of registration and of authority of the signatory must be attached to this cover letter!</i>
2. Candidate's Statement	Annex 1 – European Single Procurement Document Completed and Signed Please note; if Candidate consists of a consortium of multiple parties, possibly multiple ESPD's are mandatory, see paragraph 4.3
3. Mandatory forms	Annex 2 - Mandatory Forms Completed and signed - References statement(s) must be submitted separately, signed, in pdf.
4. Programme of Requirements	Annex 3 – Programme of Requirements (PoR) Accepted and with the requested substantiations - 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). - All Substantiations (preferably combined in one PDF-document) must be submitted with a clear reference to the requirement involved. Substantiations are expected at least for mandatory requirements 8, 10, 11, 12, 13, and 16.

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 or other proof (that has to be added to the Cover letter), or by other proof acceptable to the Contracting Authority. 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 or other proofs are necessary to prove the authorisation to sign (for example if there is a holding structure), **these additional extracts / proofs must also be enclosed**.

4.4.7 Other terms and conditions / requirements

Use of mandatory forms

The original mandatory forms appended to this Descriptive Document must be used in the Tender and may only be submitted upon completion according to the instructions.

Signature

The Request for Participation must be signed by the person(s) who are lawfully qualified to represent Candidate'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 Candidate's organisation. An electronic signature will also be accepted.

Communication

Given the fact that all expected Candidates are non-Dutch, the Request for Participation 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 initiated by Candidates pertaining to this tender process must exclusively take place through TenderNed or by email 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 Request for Participation or 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 the Candidate (or later: Tenderer) to provide an explanation and/or additional data and check information provided. Tenderer must comply with such a request within 5 work days. If the data requested are not provided within the timeframe specified, the Contracting Authority may decide to refrain from taking the Request for Participation or 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 Request for Participation or Tender

It is emphasised that Candidate/Tenderer itself is responsible for ensuring that its Request for Participation / Tender is complete and correct. If, at a later stage, Candidate / Tenderer appears to have provided incorrect and/or incomplete information, it may be excluded from further participation in this tender. Given that the potential Candidates may not be familiar with EU tender procedures, they are allowed to contact the contact person by email with questions regarding filling out of forms.

Confidentiality

Candidate / 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 Request for Participation / Tender or the performance of the services specified in the Contract so requires.

Contradictions, inadequacies and/or objections

The documents have been carefully compiled. Should Candidate 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 TenderNed, 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 Candidate.

Candidates are expected to adopt a proactive attitude. This means that a Candidate 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 Candidate will have forfeited its rights with regard to such inadequacies or contradictions.

In the event that a Candidate 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, Candidate 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 Request for Participation / Tender procedure.

Please note! In case that Candidate 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 Requests for Participation / Tenders (see paragraph 4.5 below). Otherwise, its right to lodge a legal complaint regarding these conditions or provisions shall be forfeited.

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 Candidate's / Tenderer's situation

The final Contract resulting from this tender procedure will be the result of all information and documentation provided by Candidate and the Contracting Authority. Candidate 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 Candidate'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 Candidate / Tenderer to fulfil what it has offered.

A decision to terminate and/or annul, as referred to above, does not entitle Candidate / 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 Candidate 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 Candidate has the right to (first) submit any dispute to the Committee of Public Procurement Experts (CvAE). 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 Candidate 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 Candidate's Statement (European Single Procurement Document)

In the first stage of a public procedure, Candidates are only required to submit a 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, or other proof 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 eventual Tenderer(s). Within 5 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 Candidate's Statement must be signed by a competent official of Candidate;
- The Candidate's Statement can only be used in Adobe Reader. If the 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 Candidate's Statement (European Single Procurement Document) is provided in Annex 1. Candidate has to fill out the applicable fields and duly sign that form.

5.2 Grounds for exclusion

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

A Ground for Exclusion is a knock-out criterion. Any Ground for Exclusion that applies to Candidate 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 Candidate, it must indicate which facts have cropped up, their scope and the measures Candidate 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, or other proof certifying the existence of Candidate as legal entity and the authorisation of persons to legally represent Candidate, and
- Certificate of Payment Conduct issued by the tax authorities, not older than 6 months at the time of submission of the Tender, or other proof certifying that taxes and social contributions have been duly paid, and
- Confirmation of suitability to participate in public tenders issued by a public authority, or a notary public, or the Candidate's legal counsel – member of the Bar Association (solicitor), or – if such are not available – a sworn statement by Candidate.

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 Candidate's Statement and appending the Candidate's Statement to the Tender, Candidate 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		
Technical skill and/or professional skill (Articles 2.93-1 b of the 2012 Tender Act)	SR1	References: Candidate proves that he has supplied at least 60 ozonesondes per year (over the past three years preceding the date of submission of the Request for Participation) to at least one national meteorological institute.
Technical skill and/or professional skill (Articles 2.93-1 f of the 2012 Tender Act)	SR2	Production capacity / technical capability: The Candidate shall have the capacity / capability to produce ozonesondes that fulfill the mandatory requirements of the Programme of Requirements (Annex 3), and shall maintain the required quality during the whole duration of the contract. The Contracting Authority will assess the feasibility of this claim on the basis of peer-reviewed scientific papers and relevant WMO documents.



6. Assessment Procedure

6.1 General

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

6.1.1 Assessment process – Requests for Participation

The Requests for Participation 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.
- In the case of missing or uncompleted documents, the Contracting Authority may request Candidate to supplement or complement 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, the Contracting Authority may clarify them with Candidate and apply the logical correction.

6.2 Invitation to the Competitive Dialogue

Only those Candidates that fulfil the requirements regarding exclusion and suitability shall be invited to submit a Tender (offer). The invitation will include a specification of the Terms and Conditions, and of the criteria for evaluating the Tenders (offers).

6.3 Selection decision

Simultaneously with the announcement of the (provisional) decision to select Candidates, the rejected Candidates will be informed of the decision. They will receive a letter of rejection containing the reasons for rejection and the notification of the intended selected Candidates. Any interested party may acquire additional information from the Contracting Authority.

A Candidate that cannot agree with that 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 Candidate 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 Candidates will also have forfeited their rights to claim for damages in proceedings (on the merits). 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 procedure.



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 Not applicable
- 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 Temperature profile range