Royal Netherlands
Meteorological Institute
Ministry of Infrastructure
and Water Management

Descriptive document

Delivery of a MET/ANSP OPMET System
(including user license, support and maintenance)

European Public Procurement Guide	
Type of Procedure	Public, in accordance with the Public Procurement Act 2012
Contracting Authority	The Royal Netherlands Meteorological Institute – represented by the Ministry of Infrastructure and Water Management
Version	1.0
Status	Final version
Date	2nd October 2023

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ANNEXES:

1 THE CONTRACT

The Contracting Authority hereby invites you to submit a Tender for the procurement of

the delivery of a MET/ANSP OPMET system
(including user license, support and maintenance)

The tendering procedure will be conducted as a public procedure pursuant to the Dutch Public Procurement Act 2012 (AW2012).

The procedure will be conducted fully electronically via the Tenderned online tendering platform. Further information about the use of Tenderned is available at TenderNed voor ondernemingen | TenderNed.

1.1 Description of the Contract

The Contract involves the delivery of a MET/ANSP OPMET system, including the acquisition of a license on usage of the system and the provision of support and maintenance on behalf of the Royal Netherlands Meteorological Institute (KNMI) as the Contracting Authority.

1.1.1 Subject

The Royal Netherlands Meteorological Institute (KNMI) is an agency of the Ministry of Infrastructure and Water Management (Ministerie van Infrastructuur en Waterstaat). KNMI is designated and certified, under the Single European Sky (SES) framework, as Air Navigation Service Provider (ANSP) for Meteorology (MET) in the Amsterdam Flight Information Region and for the Caribbean islands Bonaire, Sint Eustatius and Saba.
The service provision consists of operating and maintaining the meteorological observation infrastructure of civil controlled airports in The Netherlands, and providing observations, forecasts, warnings, consultation and advisories. It also includes development and innovation to improve these services. One of these services is the provision of Operational Meteorological (OPMET) reports, data and weather charts to various users in the aviation sector.

To address and manage the changes and improvements of the meteorological service provision a multiannual development and implementation plan has been developed in close cooperation with the regulator and the users. The focus lies on validation, development and implementation. A number of key developments have been identified. One of these developments is the renewal of the current OPMET information system.

The provision of OPMET data and weather charts to various users in the aviation sector, is one of the services that KNMI provides. OPMET messages, charts and information products, such as pre-flight briefing documents, are delivered through a number of channels; file transfer -both to KNMI internal and external users -, reports through a user interface and reports (PDF) through websites (www.luchtvaartmeteo.nl, www.aviationweather.nl and www.knmidc.org/aviation). A description of all abbreviations and technical definitions can be found on page 33.

KNMI currently uses an in-house developed application (BREM/OPMET) for its OPMET services. The application is able to receive, interpret, store and distribute OPMET messages, SIGWX and UWT charts. To produce a pre-flight briefing document it calculates a flightpath between starting point and destination airport and selects stations for which to retrieve the available messages based on a number of parameters. For the aviation users in the Caribbean a number of predefined pre-flight briefing documents (5 routes) are produced every half hour and are available for download as a PDF on the website (www.knmidc.org/aviation).

Aviation users of different categories (balloon, gliders, etc.) can log in to the Dutch website www.luchtvaartmeteo.nl or www.aviationweather.nl, by means of username and password as credentials. From that website they can immediately launch KNMI's current OPMET system and select OPMET data from a number of predefined reports (i.e. a selection of OPMET messages) based on selection criteria established within the user community.

There are approx. 15000 users for www.aviationweather.nl and user management such as log in is handled at the level of the website and aviation users do not have to log in separately to the OPMET application.

Figure 1.1 gives an overview of the dataflows between the current BREM/OPMET application and other systems/applications.

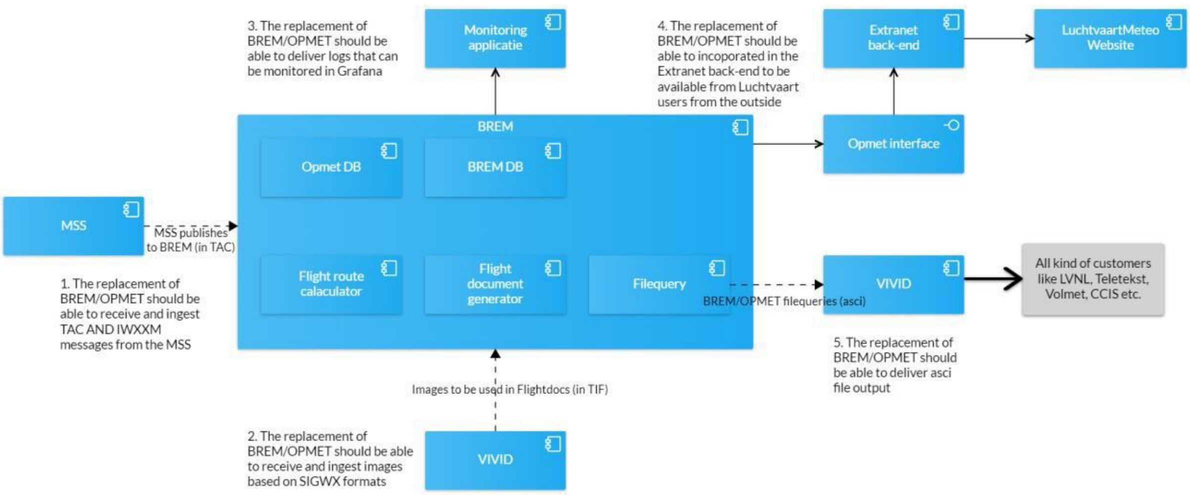

Figure 1.1: BREM/OPMET application view and interfaces with other applications

Figure 1.1 gives an overview of the dataflows between the current BREM/OPMET application and other systems/applications.

1. In the lefthand side the BREM/OPMET receives TAC messages from MSS (Message Switching System). The new OPMET system should also be able to receive, process and store IWXXM formatted messages provided by MSS.
2. Via VIVID – our file distribution system – BREM/OPMET receives images, such as SIGWX charts.
3. The BREM/OPMET has an interface with a custom monitoring application. With the replacement of BREM/OPMET we would like to be able to monitor the application via logging files delivered to Grafana.

4. BREM/OPMET can be launched via the website www.aviationweather.nl. This should also be possible with the new OPMET system. Users that are logged in on this website, should not have to log in again on the OPMET system.
5. BREM/OPMET delivers various file formats as output. These files are further redistributed through various channels by our file distribution system VIVID. It is important that the new OPMET system is able to deliver its output as datafiles, e.g. on a server, that can be retrieved and redistributed by other systems or applications such as VIVID. In addition to ASCII, the new BREM/OPMET application must also be SWIM compliant and should be able to handle IWXXM formats.

AWS private cloud

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

Reason for Tender Procedure

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

Aim

KNMI aims to renew its current OPMET system so that it is able to serve the aviation community and other users of OPMET data in line with current and future foreseeable needs of the community. The Contractor must make sure that the provided OPMET system stays up-to-date with European and WMO/ICAO rules and regulations regarding OPMET services and systems.

Statement of needs

A detailed Program of Requirements is attached to this Tender (Please see Annex 3) and consists of Requirements and Desirables. The Requirements are Mandatory, for example because they are necessary for the operation of the OPMET system in line with all applicable (inter)national rules and regulations. The Desirables, on the other hand, often pertain to optional functions, interfacing with external applications or systems, or non-functionals such as software depot or sustainability for software development.

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

Tenderers may however, only offer **one** solution: either SaaS or 'On-premise'.

1.1.2 Contracting Authority and end user

Ministry of Infrastructure and Water Management
The Ministry of Infrastructure and Water Management focuses on liveability and accessibility, with a good circulation in a clean and safe environment. The Ministry of Infrastructure and Water Management is working on strong connections by road, rail, waterways and air links. It protects against flooding and improves the quality of air and water. The Ministry is developing innovative policy to that end and ensures that this policy is implemented and enforced.
For more information on the Ministry of Infrastructure and Water Management, please refer to the website www.government.nl/ministries.

Royal Netherlands Meteorological Institute
The Netherlands is the most densely-populated country in Europe and situated in a delta area. In the event of disasters, the chance of human loss and economic damage is high, which is why safety, as well as habitability and accessibility, have been high on the political and social agenda for many years. Among other things, this includes the consequences of extreme weather conditions, climate change, sea level rise, earthquakes, air quality, volcanic ash and solar storms.

The Royal Netherlands Meteorological Institute (KNMI) is the national institute for weather, climate and seismology. In its function as national data and knowledge centre, KNMI acquires, processes and disseminates meteorological information to the general public, the government and the aviation and shipping domain. It does so in the interest of safety, the economy, and a sustainable environment.

To gain insight into long-term developments, KNMI in co-operation with research institutes, universities and businesses, conducts research on weather phenomena, climate change and atmospheric observation methods.

Making the knowledge, data, and information accessible to legal partners, customers and the general public, is a core activity of KNMI.

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

1.1.3 Scope, duration and value of the Contract

Scope of the Contract
The scope of the Contract (and subject of this Tender Procedure) consists of the delivery of four (4) Products, which correspond to the Products described in the Pricing sheet (see Annex 7):

Product 1. Standard[1] MET/ANSP OPMET System.
Delivery of a Standard KNMI MET/AMSP OPMET System for storage and provision of OPMET data, messages and weather charts. This includes development, delivery, installation/configuration and testing/acceptance of the system, and training* of employees.

[1] In section 1.5 (*Functional and/or Technical Specifications*) a set of minimum requirements is given that the Standard MET/ANSP OPMET System **must** meet.

The OPMET system should have a web-interface that can be launched via the Dutch website www.aviationweather.nl. The Product offered may be either a SaaS solution, or an 'On-premise' solution, **not both.** The Standard OPMET System should preferably be delivered within eight (8) months, but not later than fifteen (15) months, after the date of the Final Award of the Contract.

Product 2. Customized[2] MET/ANSP OPMET System.
Delivery of an upgrade of the Standard KNMI OPMET system towards a Customised version. The customized version includes compliancy w.r.t. WAFS2023[3] and SWIM protocol, and requirements that have not yet been included in the Standard version (see also section 1.5).

Product 3. Software license, support & maintenance[4] for the MET/ANSP OPMET System.
Provision of a software license, support and maintenance, and in case of a software-as-a-service (SaaS) solution cloud services and cloud storage, for the KNMI MET/ANSP OPMET system (both standard version and after the upgrade the customised version).

Software license should be valid for all users of www.aviationweather.nl. The commencement date of the license and the provision of support and maintenance is from the date that the software has been accepted by the Contracting Authority. This date starts immediately after the completed and successfully passed Site Acceptance Test (SAT). Please see Annex 1 – Draft Agreement.

Product 3 is an annually recurring product. In the Pricing sheet (Annex 7), the Tenderer is asked to quote a price for software license and support & maintenance (including cloud costs in case of a SaaS solution) for the first year** of the contract only.

Product 4. Guarantee to adjust the software to KNMI specific wishes and requirements.
Provision of a guarantee to adjust the software provided for the MET/ANSP OPMET System, according to KNMI specific wishes and requirements. An example of an adjustment that might be needed in the future is the interfacing with our Message Switching System (MSS) that might be replaced in the next years.

This is an annually recurring product. The size of this product depends on the adjustments needed in a year. In the Pricing sheet (Annex 7), the Tenderer is asked to quote an hourly rate for this work for the first year** of the contract only. The hourly rate quoted for the first year must be a fixed price subject to a **minimum** of € 90,00 per hour and a **maximum** of € 185,00 per hour. This price must include overhead and administration costs, such as e.g. coordination of the work. The hourly rate for the first year may not be lower than the specified minimum or exceed the specified maximum, on penalty of exclusion.

In case of adjustments to the software, the Contracting Authority will specify the adjustments and the Tenderer will submit a quotation specifying the number of hours required for the adjustments

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[2] The Customized MET/ANSP OPMET System **must** meet all the Mandatory requirements and all the Desirables that have been offered by the Tenderer, as specified in Annex 3 – Program of Requirements.

[3] WAFS2023 is the next generation World Area Forecast System (WAFS) forecasts for international air navigation. Implementation has started in 2023, but it will take until 2028 to complete.

[4] Please see Annex 1A – Draft SLA, for a description of the level and type of services required by the Contacting Authority.

and at the agreed hourly rate. The work will only start after the approval of the quotation by the Contracting Authority.

** Training of employees is a Mandatory part of the assignment and should consist of;*

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

*** For the annually recurring costs, the Contractor quotes a price for the first year only. For subsequent years (including during the extended assignment), the price may be indexed every year by a percentage not exceeding the Services Producer Price Index (SPPI) for the Category Information and Communication, for the previous 12 months, published by Statistics Netherlands (CBS) on their website https://www.cbs.nl.*
The annually recurring costs may not be increased after the upgrade (Product 2: Customized MET/ANSP OPMET System), nor after adjustment of the software according to KNMI specific wishes and requirement (Product 4).

Duration of the Contract
The duration of the Contract is initially the delivery time for the Standard OPMET System (up to and including acceptance) plus the first five (5) years (called the **initial assignment**) that the software will be used by the Contracting Authority. The delivery time up to and including acceptance of the software may vary from 8 months (preferable) to a maximum of 15 months.

The initial assignment period will start immediately after the Site Acceptance Test (SAT) has been completed successfully. The SAT will be performed after software delivery and configuration. The initial assignment includes a software license, support and maintenance, cloud services and cloud storage in case of a SaaS solution, and the guarantee from the Tenderer to adjust the software to KNMI specific wishes and requirements.

It is expected that the Customized version of the OPMET System will be delivered during the initial assignment period.

After the initial assignment, the Contracting Authority has the option to unilaterally prolong the assignment (called the **extended assignment**) three (3) times with a period of each two (2) years. The extended assignment includes the same products as in the initial assignment, i.e. a software license, support and maintenance, cloud services and cloud storage in case of a SaaS solution, and the guarantee from the Tenderer to adjust the software to KNMI specific wishes and requirements. The total duration of the Contract, in case of maximum extension, is then 11 years plus the delivery time for the Standard OPMET System which is maximum 15 months.

Value of the Contract
The value of the Contract for delivery and acceptance of Product 1 (Standard OPMET System) and Product 2 (upgrade towards a Customized OPMET System), for the provision of Product 3 (License, support & maintenance) and Product 4 (Guarantee to adjust the software to KNMI specific wishes) for the first five (5) years, is expected to come to **approx. € 980.000,00 excl. VAT**[5].

[5] This amount is an indication only; Tenderers cannot derive any rights and/or obligations from this amount.

This value includes the one-time price for delivery, installation/configuration, testing/acceptance of the Standard and Customized version of the MET/ANSP OPMET System, the yearly recurring costs for license, support & maintenance and cloud costs (if applicable) for the first five (5) years, and the costs for a fictitious number of hours of work per year for KNMI specific adjustments to the software during the first five (5) years. For the annual recurring costs, prices have been indexed by a fixed fictitious percentage every year in the calculation of the expected value. For the fictitious number of hours and the fictitious percentage for annual indexation, we refer to Annex 7 – Pricing sheet.

The total value of the Contract in case of maximum extension of the initial assignment with an additional 6 years, is expected to come to **approx. € 1.550.000,00 excl. VAT**[6].

Please note: Prices quoted in Annex 7, after awarding are set for the duration of the contract. Prices for Product 1, 2, 3 and 4, are set and not negotiable after awarding. Annual Prices for Product 3 and 4, may only change by indexing.

1.1.4 Options

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

- Adjustment of the software system, according to KNMI specific wishes and requirements, for a period of at least 5 years starting after a completed and successful Site Acceptance Test (SAT) of the software system, and after each extension of the assignment for a period of an additional 2 years with a maximum of 6 years. According to these adjustments, the software system and its functionalities may change. After these changes, these changes will be part of the basic functionality of the software system and these changes are part of the applicable SLA for service and maintenance, without an increase of costs for the SLA.
- In the Pricing sheet (Annex 7) a fictitious number of hours is given for this type of work. Because many changes are taking place in aviation meteorological forecast systems and services during the next years, it is difficult to predict the exact number of hours needed per year. This number may vary between the fictitious number stated in the price sheet and the double of that.

The Contracting Authority will request an hourly rate from the Contractor for adjustments to the software as part of this tender. The hourly rate is included in the Annex 7 – Pricing sheet.

1.2 Information Meeting

The Contracting Authority will not organise a life information meeting. Instead, a presentation, added as Annex 11 to this Descriptive document, will be provided that will be recorded in advance. In this presentation, the BREM-OPMET system that KNMI uses at present will be explained, as well

[6] This amount is an indication only; Tenderers cannot derive any rights and/or obligations from this amount.

as some of the requirements. Substantive questions will be answered by means of an anonymized Information Memorandum as explained in section 4.3.1 of this Descriptive document.

1.3 Lots

This Contract will not be divided into Lots or clustered.
For the Contracting Authority, parceling out components of the assignment will be inefficient and entail more risks (as regards the execution). Our research has shown that it is customary that delivery of the software and support and maintenance are executed by the same party. For this reason, we have decided that these components should be combined into a single assignment.

1.4 Draft Agreement and Contractual Terms

The Contract must be performed in accordance with the draft agreement appended to this Guide as Annex 1. The agreement is governed by the terms and conditions of ARBIT 2022 (see Annex 2). The applicability of any general terms and conditions (of delivery) of the Tenderer or third parties is expressly excluded.

1.5 Functional and/or Technical Specifications

The functional and/or technical Requirements for performance of the Contract are described in the Program of Requirements (Annex 3) to this Guide and consists of Requirements and Desirables. In Annex 3 you must indicate that your Tender meets the Mandatory Requirements as well as which of the Desirables you can meet. You **must** also indicate whether you offer a SaaS or an 'On-premise' solution.

Please note: Tenderers may only offer **one** solution: either SaaS or 'On-premise'.

All Requirements are set down in Annex 3 – Program of Requirements. A Requirement is marked as 'M' for 'Mandatory' and 'D' for 'Desirable" in column C. Annex 3 also includes a Requirements Check List in column E 'Meets requirement Y/N', in which Tenderer confirms, by entering "Yes" that Tenderer meets the requirement without reservations for the entire term of the contract or, as the case may be, the performance of the services. Any Requirement Tenderer has not completed or answered with "No" will be deemed to have been completed with a "Not agreed"; in other words, Tenderer does not meet the Requirement. **Please note** that Tenders that do not unconditionally meet all the Mandatory Requirements will be considered invalid.

Tenderer must observe the prescribed lay-out and shall add the completed Requirements Check List to the Tender. The Tenderer must ensure that no misunderstanding can arise about the offer in relation to the price offered.

For the final Customized KNMI MET/ANSP OPMET system all the Mandatory Requirements and the Desirables that have been confirmed by the Tenderer with a "Yes" in the Program of Requirements **must** be met (this includes WAFS2023 compliancy).

For the first Standard version of the KNMI MET/ANSP OPMET system, the minimum set of Requirements that **must** be met are given in the table below:

Requirements that must be met for the Standard KNMI MET/ANSP OPMET system (Product 1. Section 1.1.3 - Scope)	
Part A: General Requirements	All Requirements
Part B: Operations Requirements	All Requirements
Part C: On-premise solution (if applicable)	All Requirements
Part D: SaaS solution (if applicable)	All Requirements
Part E: Support and maintenance	All Requirements
Part F: Services	All Requirements
Part G: Delivery	All Requirements
Part H: System input Requirements	Requirements H1, H2, H3, H4, H9, H10, H11, H12
Part J: System output Requirements	Requirements J2, J3, J4, J5, J7, J8, J9, J10, J11, J12
Part K: Pre-Flight Briefing Document Requirements	Requirements K1, K4, K8, K9, K10, K11, K12, K14, K15, K16, K17

1.5.1 Quality Marks

All quality marks mentioned in the Program of Requirements are intended as an example only. In such cases, the Contracting Authority is implying the use of that specific quality mark or an equivalent quality mark.

1.6 Sustainability and Corporate Social Responsibility

The central government promotes Corporate Social Responsibility. This is a business concept where human and environmental factors are considered alongside the profit factor in business decisions and the assessment of company results.

The Contracting Authority incorporated these responsibilities in the drafted Sub-Award criteria. It is important for service providers and suppliers to take account of the environment and social aspects in their operational management. In Sub-Award 13 of Annex 6 of this Descriptive document, Tenderer is asked to give a description of the Tenderers sustainable development goals, e.g. for software development and usage.

1.7 Procurement law and contractual aspects

Russian parties or parties that engage more than 10% of a Russian party as a subcontractor or supplier are no longer allowed to participate in Tenders for new contracts or concessions since 9 April 2022. Therefore, 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%. By submitting a tender, tenderer declares its compliance with this requirement.

2 TENDERER REQUIREMENTS

This chapter sets out the grounds for exclusion, Eligibility Requirements and any selection criteria that you must meet as a Tenderer in order to qualify for the tendering procedure. Each requirement also specifies what documents need to be submitted with your Tender.

The Contracting Authority is entitled to exclude the Tenderer if the composition of the Consortium or the contractor-subcontractor construction is changed during the Tender Procedure (after submission of the Tender and prior to entering the Contract without prior permission in writing from the Contracting Authority.

2.1 One Tender for a Single Entity or Consortium

A company may submit one Tender. This may be done as a single entity, i.e., as an individual company, or as a consortium of two or more companies. A consortium counts as a single Tenderer. If a company submits a Tender as a single entity *and* as a member of a consortium, the Contracting Authority will **only** evaluate the Tender submitted by the consortium. The Tender from the single entity will then be excluded from the tendering procedure.

A group of companies may submit one Tender, unless the various Tenderers can prove that they prepared their Tenders for this Contract independently of each other. If they cannot prove this to satisfaction, all Tenders from members of this group of companies will be excluded from the tendering procedure.

2.2 Formation of Consortium and Subcontracting

2.2.1 Consortium

You may submit a Tender as a single entity or as a consortium. If you are looking to participate in the tendering procedure together with other companies, you must state this in the Self-declaration (also referred to as ESPD, see Annex 4). You must also explain your role within the consortium (e.g. that of secretary – which would qualify you to act as authorised representative during the term of the agreement – or that you are responsible for specific tasks).

Each consortium member must complete and submit their own ESPD. They must complete sections A and B of Part II, Part III and Part VI of this statement. **Each** member must also submit the requested documentary evidence after receiving a request to that effect from the Contracting Authority. The consortium members are jointly and severally responsible for performance of the agreement.

Please note that each of the consortium members must comply to the Eligibility Requirements, except for the core competencies, to which the whole of the consortium must comply, not each individual consortium member).

2.2.2 Relying on Third-Party Capacities

If any eligibility requirement is fulfilled by relying on the capacity of a third party (the holding company of which you are a member, or another legal entity or natural person), you must state as much in the ESPD. Your Tender must also **reflect** the eligibility requirement for which you are relying on a third party.

The subcontractor whose capacity is relied upon must also complete and submit a ESPD. This subcontractor must complete sections A and B of Part II, Part III and Part VI of the ESPD. The main contractor (Tenderer) must submit the requested documentary evidence after receiving a request to that effect from the Contracting Authority.

If you are relying on the financial and economic capacity of a third party, this party must also sign the Guarantee Model (Annex 8), confirming that the third party will act as guarantor.

Note: if you are relying on the knowledge and experience of a third party for a part of the Contract, this part of the Contract must be performed by this third party. All parties agree to this by signing the ESPD.

2.2.3 Subcontracting

In addition to the third party/parties mentioned above, subcontractors may be engaged to perform parts of the Contract during the term of the (framework) agreement subject to approval by the Contracting Authority.

If you already want to notify that you wish to have part of the Contract performed by one or more subcontractors, you can indicate this in the ESPD, clearly identifying the parts of the Contract that will be subcontracted and, to the extent known, details of the subcontractors that you intend to engage.

The Contract may only be performed by the specified subcontractor if there are no Grounds for Exclusion as referred to in Part III of the ESPD and the Contracting Authority has given its permission.

The cooperation with a subcontractor is without prejudice to the liability of the Tenderer, as the main contractor, for the performance of the Contract.

2.3 Mandatory Grounds for Exclusion

In the ESPD, you declare that the Grounds for Exclusion referred to in Part III of the ESPD (Article 2.86 AW2012) do not apply to your company. To this end, you must complete sections A and B of Part III of the ESPD.

If you qualify for award of the Contract, you will be required to submit, within 10 working days of a request from the Contracting Authority, statutory documentary evidence substantiating that the Grounds for Exclusion referred to in the previous section do not apply to you and – if applicable – your subcontractor.

For Dutch economic operators, these documents are:

'Certificate of Conduct for Procurement'[7] issued by the Central Agency Good Conduct Certificates (note: the certificate of conduct may not be older than two years calculated from the date of submission of your Request for Participation (Art. 2.89(2) AW2012)	not more than 2 years old calculated from the date of submission of your Tender
Declaration of the receiving authority for taxes (Art. 2.89(3) AW2012).	not more than 6 months old calculated from the date of submission of your Tender

Documentary evidence may differ from one country to another. Tenderers/subcontractors from other countries may also submit data and documents substantiating that one or more Grounds for Exclusion do not apply to them.

However, if a document of similar effect does not exist in the country of establishment, a sworn or solemn statement before a competent judicial or administrative authority, notary or a competent professional organisation of that country may also be submitted.

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

In the event of Tendering as a Combination, the entire Combination will be excluded if one of the Grounds for Exclusion applies to one or more members of the Combination.
If Grounds for Exclusion applies to the Tenderer, it must indicate which facts have become known, their scope and the measures it has taken to prevent reoccurrence and restore confidence.

[7] At the time of submission of the Tender, the Certificate of Conduct for Procurement (GVA) must not be older than 2 years. The Certificate of Conduct for Procurement is a statement from a competent authority (issued by the Ministry of Security and Justice, *Justis* Department) that an investigation into the natural person or legal body concerned has not resulted in any objections with regard to Tendering for government assignments, special sector assignments, concession contracts for public works or competitions. It specifically pertains to one or more statements or certificates in accordance with Article 45 of Directive 2004/18/EC of the European Parliament and the Council. **Please note!** Foreign Tenderers must submit a similar certificate from their country of origin. For Tenderers within EU, with the website of e-Certis, interested Tenderers can look up the comparable / equivalent documents (eCertis (https://ec.europa.eu/tools/ecertis/#/homePage). If the country of the Tenderer does not issue such documents, the intended Certificate of Conduct may be replaced by a statement made by the Tenderer under oath in the presence of a notary. Please also note that it is the responsibility of the Tenderer to ensure that application for these documents is made in good time to comply with the term of submission.

Note: For Tenderers in the Netherlands; there is no urgency procedure for applying for a Certificate of Conduct for Procurement. This means that you need to apply for such a certificate in time, if you do not already possess a valid certificate. Please do not wait until the intended decision to award has been sent out. The application process usually takes several weeks.
For more information on the Certificate of Conduct for Procurement, go to:
Gedragsverklaring aanbesteden aanvragen | Justis or in English https://www.justis.nl/en/products/certificate-of-conduct/documents-certificate-of-conduct.

2.4 Facultative Grounds for Exclusion

In the ESPD, you must also declare that the facultative Grounds for Exclusion that have been declared applicable, referred to in section C of Part III of the ESPD (Article 2.87 AW2012), do not apply to your company.

If you qualify for award of the Contract, you will also be required to submit, within 10 working days of a request from the Contracting Authority, this statutory documentary evidence substantiating that the facultative Grounds for Exclusion referred to in the previous section do not apply to you and – if applicable – your subcontractor.

For Dutch economic operators, these documents include:

Bankruptcy or liquidation (Article 2.87(1)(b) of the AW2012)	an Extract from the trade register of the Chamber of Commerce	not more than 6 months old calculated from the date of submission of your Tender
Breach of environmental, social or labour-law requirements, grave professional misconduct and distortion of competition, bankruptcy, insolvency or similar (Article 2.87(1)(b, d, e, and or f or h or I and j) AW2012)	Form-free If applicable, you must submit other current supporting documents to be submitted relating to the other applicable declared optional grounds for exclusion	

If applicable, you will be required to submit other current documentary evidence regarding other facultative Grounds for Exclusion that have been declared applicable.

Documentary evidence may differ from one country to another. Tenderers/subcontractors from other countries may also submit data and documents that serve a similar purpose or that substantiate that the ground for exclusion does not apply to them.

However, if a document of similar effect does not exist in the country of establishment, a sworn or solemn statement before a competent judicial or administrative authority, notary or a competent professional organisation of that country may also be submitted.

2.5 Eligibility Requirements

In Part IV of the ESPD, “Selection Criteria”, you indicate whether you meet the eligibility requirements.

One or more Eligibility Requirements from the following sections are set:

professional competence
financial and economic capacity
technical and professional competence (references)
quality assurance

2.5.1 Professional Competence

You must be listed in the professional or commercial register and submit proof of registration within 10 working days when so requested by the Contracting Authority. In the Netherlands, this is an extract from the Chamber of Commerce. Other countries have similar registers. This extract may not be older than 6 months calculated from the date of submission of your Tender.

If the Tenderer is a consortium, all members must submit the relevant extracts upon a request from the Contracting Authority.

Note: Electronic submission of a digitally certified extract constitutes valid documentary evidence. A printed or scanned version of a digitally certified extract does not.

2.5.2 Financial and Economic Capacity

The Tenderer must be able to demonstrate that it has the financial and economic standing to perform the Contract. To determine this, the following applies:

If you are considered for award of the Contract/agreement, you will be required to submit an Approved Annual Report/ Audit Certificate / assessment or
compilation report **within 10 working days of a request** to that effect, that does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.

Also the Tenderer's most recent audit certificate must not contain a so-called continuity paragraph (such for example, a paragraph in the annual statement of accounts expressing doubt regarding the continuity).
For companies that are not required to produce an annual statement of accounts, an assessment or compilation report will suffice.

If you are relying on the financial and economic capacity of a third party, this party must sign the ESPD and also sign the Guarantee Model (Annex 8), confirming that the third party will act as guarantor.

If the Tenderer is a consortium, all members must submit the unqualified audit opinion, or review report or compilation report, upon request from the Contracting Authority. In this case, the turnover data of the consortium members are assessed as a whole.

2.5.3 Technical and Professional Ability

References
You must demonstrate that you possess the following (core) competencies to be able to perform this Contract:

a. The Tenderer has proven experience with deployment and service provision of a suitable solution with an Aeronautical Service Provider. This is to show that Tenderer is capable of carrying out a software deployment project in a complex system environment;

b. The Tenderer has proven experience with providing maintenance and support to its solution with limited downtime of at least 98%. This is to show that Tenderer is capable of meeting the operations Requirements of its ANSP client(s);
c. The Tenderer has proven experience with updating its solution in accordance with changing WMO/ICAO regulations. This is to show that Tenderer is aware of such changes and keeps its product compliant with all current rules and regulations, thereby supporting their clients' compliance.

Compliance with the (core) competencies set out in subsections **a** through **c** must be demonstrated with the submission of reference contracts. You must have **one** reference contract **for each** competency. An assignment carried out for a single organisation over multiple of years is regarded as one individual reference assignment. Specifically, Contracting Authority expects one reference assignment that meets core-competence **a**, one that meets core-competence **b** and one reference that meets core-competence **c**. So three reference assignments are requested, one per core competence.

Conditions for the reference(s):

- If a contract that has not yet been completed (in full) is used, only the actual result of the contract may be specified, not a forecast of the expected result.
- One reference contract can be used for more than one of the competencies.
- The reference contract may not be older than three years calculated from the closing date for submission of the Tender.
- If the reference contract has been performed as a consortium, you must clearly state the work you performed, the results you achieved and the total value of your share in the contract. If you are relying on a third party, and that third party has performed the contract as part of a consortium, the third party must also state this and the third party must also be engaged for the present contract.
- Reference assignments must be carried out to full satisfaction of the reference-party.

Reference contracts that do not satisfy the above (core) competencies and conditions are invalid and will not be included in the assessment.

The Tenderer must complete and submit the Reference Contracts Model (Annex 5) for each reference. By providing a reference, the Tenderer grants the Contracting Authority permission to verify the reference(s). **Please note that the description of the references as proof of the core competences (using the specified template in Annex 5) must be added along with the submission of the Tender.**

If the Contracting Authority is unable to verify the reference when necessary (for example, because it is unable to contact the referee and the Tenderer cannot prove the performance and completion of the reference contract through other documents), the reference provided will not be included in the assessment. These Requirements are a "Knock-Out", which means that failure to comply with these Requirements in any of the references means that the core competence is not acceptable and leads to exclusion from the Tender and are not eligible for awarding of this Tender.

2.5.4 Quality Assurance

The Tenderer has a certified quality assurance system in place, as referred to in Article 48, Directive 2014/24, or possesses a corresponding quality certificate issued by an agency that meets the European Series of Standards EN 45000 (e.g., NEN, ISO).

The Tenderer must demonstrate that its quality assurance system satisfies the Requirements of the ISO 9001 (2015 or 2018) or that it has implemented equivalent quality assurance measures. The work involved in the Contract specified in this Guide must fall within the scope of the quality assurance system.

If you are considered for award of the Contract, you will be required to submit the relevant quality assurance certificate within 10 working days of a request to that effect from the Contracting Authority. The quality assurance certificate has to be valid at the moment of the closing date.

If a Tenderer does not have a quality assurance system that complies with ISO 9001, but has implemented equivalent quality assurance measures; please provide a comparable / equivalent certification, or describe the management system that the Tenderers organization has in place for establishing quality policy, context analysis, processes and procedures; how it complies with laws and regulations and with customer requirements; how measuring, analysing and improving business operations is structured; how measuring customer satisfaction is organised and how it carries out internal audits and describe the process of management assessment of the quality management system. The results from this description are checked on equivalence by quality staff members of the Royal Netherlands Meteorological Institute. When in doubt, an external expert is called in to check for equivalence.

the Tenderer must prove this within the specified period by submitting a comparable / equivalent certification, or a description of the management system that the Tenderers organization uses.

A consortium member or subcontractor only needs to have in place a quality assurance system with a scope that is at least in line with the work to be actually performed by the relevant member or subcontractor.

2.6 Exclusion or Rejection of a Tenderer

If one or more of the Grounds for Exclusion apply to you, a member of your consortium or to your subcontractor, you may be excluded from participating in the tendering procedure. In that case, the Tender will be set aside and will not be eligible for awarding.

However, you will first be given the opportunity to prove that you have taken sufficient measures to demonstrate your reliability. If the Contracting Authority considers that proof to be adequate, you will not be excluded. It is up to the Contracting Authority to determine whether the proof provided is adequate. The Contracting Authority may also refrain from applying the ground for exclusion for other reasons.

You will also be rejected for participation in the tendering procedure if you do not meet one or more of the eligibility requirements. In that case, your Tender will be set aside and not evaluated any further.

Failure to provide all the documentary evidence requested in order to determine whether the Tenderer meets the eligibility requirements, or failure to do so in a timely manner, will also lead to exclusion and/or rejection of the Tenderer. Chapter 3 contains a table listing who must provide what and when.

3 THE TENDER

This chapter describes the methods and criteria that will be used in the assessment of the Tenders in order to determine which Tenderer has submitted the most economically advantageous Tender. A distinction is made between Requirements that result in the direct knock-out of a Tender as a result of a Tenderer's failure to meet the requirements, and the further criteria and sub criteria for award that are used to determine the final ranking of the Tenders.

3.1 Knock-out Requirements

There are knock-out Requirements concerning the content of the Tender, specified below at K1 through K6:

K1: Tenders need to fully meet the criteria regarding validity, completeness, format Requirements and other terms, conditions and Requirements that have been prescribed in this document and all attached annexes;

K2: Tenders need to fully meet the criteria regarding the Grounds for Exclusion and eligibility requirements;

K3: Tenderer must be able to meet all mandatory Requirements in the Program of Requirements (see section 1.5 of the Descriptive Document);

K4: Tenderers are obliged to make a choice between a SaaS solution or an 'On-premise' solution. A Tender for both solutions is not allowed. The proposed solution (either SaaS or 'On premise') must be indicated in the Pricing Sheet (Annex 7);

K5: Tenderer should complete the Pricing Sheet (Annex 7) in accordance with instructions (section 3.3. of the Descriptive Document and the 'instruction' tab of Annex 7) - taking into account any rectifications as mentioned in the Information Memorandum.

K6 In each of the categories of the Sub-Award criteria (categories are: Input/Output, Interfacing, Flightdoc and Nonfunctionals) the Tenderer must achieve a total fictitious discount that is not lower than 40% of the maximum fictitious discount for that category.

3.2 Award Criterion

The Contracting Authority will award the Contract to the Tenderer with the most economically advantageous Tender. The most economically advantageous Tender will be determined as follows: best price/quality ratio.

The award criterion 'economically most advantageous tender' based on the best price-quality ratio is understood to mean: the Tenderer with the lowest fictitious tender price in the following formula:

Tender price (total price sheet) - fictitious discount (quality score) = **fictitious tender price.**

The tender price is the sum that is calculated in cell G29 of the 'price sheet' tab in Annex 7 of the Descriptive Document after filling in the yellow fields by the tenderer.

The fictitious discount is the value that the Tenderer achieves by means of the scores on the Sub Award criteria in Annex 6 of the descriptive document. These values are added together and the total of these counts as the fictitious discount as referred to in the above formula. The maximum fictitious discount that can be achieved is € 784.000, -. This amount is based on the expected value of the contract for delivery of the software and the first five (5) years of usage (see section 1.1.3), and on the price/quality ratio which is set on 20% (price) and 80% (quality).

The tenderer with the lowest result on the calculation of the fictitious tender price is eligible for award.

If there is a tie between two or more Tenders, then the Tenderer whose Tender received the highest fictitious discount on the category Flightdoc (see table Sub-Award criteria in section 3.2.1) will be awarded the Contract. If there is also a tie on the fictitious discount on this category for award, lots will be drawn.

3.2.1 Sub-Award criteria 'Quality'

Contracting authority seeks a Supplier that understands the contract and adds value to perform the contract, which must be demonstrated by the Tenderer's submitted elaborations on the Sub-Award criteria from Annex 6. The assessment of the Sub-Award criterion of quality relates to the assessment of these elaborations.

The table below shows the maximum fictitious discount to be achieved per Sub-Award criterion

Sub-Award criteria		**Maximum fictitious discount***
Quality – Input/output		**€ 196.000, -**
1	Input - Data/message types supported	€ 29.400, -
2	Weather chart production	€ 98.000, -
3	Output - data selection/file production	€ 68.600, -
Quality - Interfacing		**€ 196.000, -**
4	Connection to KNMI aviation-users website	€ 117.600, -
5	Connection to SADIS/WIFS and/or other suppliers of meteorological data and OPMET messages	€ 78.400, -
Quality – Flightdoc***		**€ 196.000, -**
6	Pre-Flight Information Briefing structure based on IWXXM input	€ 58.800, -
7	Flightdoc selection and flightpath calculation	€ 58.800, -
8	Flightpath presentation	€ 19.600, -
9	Pre-flight briefing document on schedule	€ 19.600, -
10	Pre-defined table-driven routes	€ 19.600, -
11	Airport list – maintenance and storage of metadata	€ 19.600, -

Quality - Nonfunctionals		**€ 196.000, -**
12	Software Depot	€ 19.600, -
13	Implementation and support plan	€ 98.000, -
14	Project risks	€ 19.600, -
15	Exit Plan	€ 39.200, -
16	Sustainability	€ 19.600, -
	Total fictitious discount achievable	**€ 784.000, -**

The assessment of the elaboration on the questions is made by assigning a score per elaboration as given by Tenderer. The scoring table is shown below, which also mentioned which percentage of the maximum fictitious discount is achieved with the score obtained.

Sub-Award criteria are assessed as follows:

Rating		**Description**
0% of maximum discount	Not submitted	-
10% of maximum discount	Poor	In the opinion of the assessment team, Tenderer has pursued the substance of the elements and aspects requested to a very limited extent and/or Tenderer has taken only very limited account of the principles of this European Tender Procedure and the Tender documents, or, in the opinion of the assessment team, Tenderer has not provided a substantive answer to the question.
40% of maximum discount	Mediocre	In the opinion of the assessment team, Tenderer has pursued the substance of the elements and aspects requested only partially or to a limited extent and/or Tenderer has taken no or only very limited account of some of the principles of this European Tender Procedure and the Tender documents.
70% of maximum discount	Sufficient	In the opinion of the assessment team, Tenderer has provided a substantively relevant, appropriate and good answer that is based on the principles of this European Tender Procedure and the Tender documents. All the requested competence elements have been fleshed out and answered.
100% of maximum discount	Good	In the opinion of the assessment team, Tenderer has provided a substantively relevant, appropriate and excellent answer that is fully based on the principles of this European Tender Procedure and the Tender documents. All the competence elements and aspects have been fully fleshed out and answered in a substantively excellent and appealing manner.

Intermediate scores are not assigned. The score per subject leads to a correction (fictitious discount) of the tender price after which the fictitious tender price arises.

Please note: The stated maximum fictitious discounts only serve to assess the Sub-Award criterion of quality and do not represent the actual value.

Example:
With the allocated score per Sub-Award criteria, a percentage of the maximum fictitious discount for the concerned criteria is achieved. This means that if on Sub-Award criteria 1 'Input - Data/message types supported' the score 'Sufficient' is achieved, 70% of € 29.400, - (the maximum fictitious discount for Sub-Award criteria 1) can be obtained. In this case € 20.580, - will be deducted from the Tender price (total price sheet).

3.3 Sub-Award criterium 'Pricing'

The Tenderer will state its prices by completing the Pricing Sheet (Annex 7) in full and without reservation. Tenderer should complete the Pricing Sheet in accordance with the 'instruction' tab of Annex 7.

The following requirements, terms and conditions apply to the pricing:
- Prices must be in Euros and exclusive of VAT;
- Prices quoted by the Tenderer are "all-in" prices for the products and services described in section 1.1.3 of this document, inclusive of all additional costs such as (but not limited to), for example, salary costs, costs for the usage of equipment and software, testing costs, travel costs, accommodation costs, administration costs and overheads. There are therefore no additional costs for the Contracting Authority;
- It is not permitted to enter zero Euro prices (except for the License costs) and/or negative prices in the quotation. Doing so may lead to exclusion from award.;
- Prices are based on the latest version of the Descriptive Document and all rectifications (if any) as mentioned in the information memorandum;
- Prices quoted in this Price Sheet become an integral part of the Agreement after the assignment has been awarded;
- Tenders that are strategic, unrealistic or manipulative will be set aside, although the Tenderer will be given an opportunity to first explain its proposed prices.

* Any discounts to be offered must be incorporated into the tender sum.

The Price Sheet consists of prices for the four different products mentioned in section 1.1.3 of the Descriptive document. The Tenderer is asked to quote prices for each Product separately and for each different cost component of that Product. Instructions for each part are explained in the 'instructions and use Annex' tab of Annex 7 'Pricing Sheet'. For the yearly recurring costs, the Price Sheet automatically calculates the price for a period of five (5) years. This is the period of the initial assignment as part of the Contract. For the calculations a fixed fictitious percentage for the annual indexation is used and a fixed fictitious number of hours of work per year for KNMI specific adjustments to the software.

For product 1 and 2, one-time, fixed non-indexable prices should be quoted.
For product 3, Tenderer quotes the annual cost for the first year of the Assignment. For product 4, Tenderer quotes an hourly rate for the first year of the Assignment, within the specified range.

3.4 Variants

Submission of variants or tenders under restrictions and/or with reservations is *not* permitted. As such, you may not deviate from the technical specifications on your own initiative.

3.5 Assessment

The grounds for exclusion, eligibility requirements, price and quality will be assessed separately from one another.
The Tenders are first assessed against the formal requirements, the Grounds for Exclusion and the eligibility requirements. Invalid or ineligible Tenders will be set aside and not evaluated any further. An Assessment team will subsequently assess the Quality and, lastly, the Price.

The assessment of the elaboration on the quality Sub-Award criteria will be done by the 'quality' assessment committee. This team consists of at least 3 subject-matter experts. First each assessor assesses the Sub-Award criteria individually, i.e., independently of the other assessors. After the individual assessment is done, a plenary discussion takes place with all assessors in which the individual scores and arguments are shared. The assessment team then determines the final verdict and final score for each Sub-Award criteria, with which each evaluator agrees. This is the so-called consensus model. These scores lead to a fictitious discount on the offered tender price after which the fictitious tender price arises as described in section 3.2.

Submitted tender prices are only seen and assessed by the purchasing department to avoid any influencing of the ‘quality’ assessment committee.

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 you qualify for award of the Contract, the Contracting Authority will ask you to provide certain documentary evidence. The table in section 3.6 of this Descriptive Document sets out what documents are to be provided.

Note! Please notice the difference between documents that must be provided at submission of the Proposal and documents that Contracting Authority will ask you to provide after intention to award.

If you fail to provide these documents within 10 working days, or if your documents do not suffice, the Contracting Authority still has the option to exclude or reject you and approach the next-best Tenderer.

3.6 Documents to be Provided.

The table below provides an overview of who must submit what documentary evidence and when.

Please keep in mind that submitting a Proposal on TenderNed is only possible if you are registered. If you are not registered, you must register first. This registration process may take some time, so we advise you tot initiate this in time.

What	When	Who		
		Single entity Tenderer	Consortium	**Subcontractors**
ESPD Annex (ESPD) Completed and signed (Annex 4) ***Authorization to sign must be evidenced and appended (§ 4.4 of the descriptive doc.)***	Upon submission Tender	X	X	X
Reference Contracts Model Annex 5	Upon submission Tender	X	X	
Pricing sheet **Annex 7**	Upon submission Tender	X	X	
Completed Requirements Check List (§ 1.5 of the descriptive doc.) Annex 3.	Upon submission Tender	X	X	
Guarantee Model (if applicable) Annex 8	Upon submission Tender	X	X	
Elaboration of Sub-Award criteria regarding quality. **Annex 6**	Upon submission Tender	X	X	
Certificate of Conduct for Procurement (CCP) **(§ 2.3 of the descriptive doc.)**	Upon request	X	X	X
Declaration of the receiving authority for taxes **(§ 2.3 of the descriptive doc.)**	Upon request	X	X	X
Declaration of non-bankruptcy and non-suspension of payment **(§ 2.4 of the descriptive doc.)**	Upon request	X	X	X

Extract from the trade register of the Chamber of Commerce **(§ 2.5.1 of the descriptive doc.)**	Upon request	X	X	X
Approved Annual Report/ Audit Certificate / **assessment or compilation report that does not include a 'continuity section' that expresses doubt concerning the viability of the organisation** **(§ 2.5.2 of the descriptive doc.)**	Upon request	X	X	
Quality assurance system ISO 9001 (2015 2018) or a decription of equivalent quality assurance measures **(§ 2.5.4 of the descriptive doc.)**	Upon request	**The party that actually performs the work in the performance of the agreement**		

For the documents to be provided, some time is required to be obtained. For some documents an early request applies.

3.7 Notification of Award Decision.

All Tenderers will be notified simultaneously by the Contracting Authority about the award decision. The notification will contain the name of the successful Tenderer, the relevant reasons for the award decision and information about the standstill period. The notification of the award decision will in any case be sent via Tenderned.

At first a preliminary award- or rejection decision will be sent. After that, after expiration of the standstill period of 20 days, the preliminary award and rejection decision will be converted into a definite award or - rejection decision if no legal objections have been raised in the meantime. Please also see section 5.2.

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

The Contracting Authority may decide to retract or revise the award decision at any time.

4 GENERAL PROVISIONS

This chapter outlines relevant conditions and provisions set by the Contracting Authority for your Tender. The procedure will be conducted fully electronically via the Tenderned online tendering platform. Further information about the use of Tenderned is available here.

4.1 Notice, Tender and Tender Submission date

The Contracting Authority uses the Tenderned platform to handle Tenders. Your entire Tender, including all requested information and documents, must therefore be submitted or uploaded to Tenderned.

You may not alter the formats used by the Contracting Authority, and your Tender must remain valid for at least 120 days after the closing date. 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 room for conducting negotiations. This means that:

- Any questions or suggestions regarding the Tender Documents, Terms and conditions and the contract must be posed during the Tender process, according to the process described in chapter 4.3 of the descriptive document;
- After the second Information Memorandum is published, the Contract, Terms and conditions are final.

Tenderned contains a schedule for the course of this tendering procedure (Terms). It also shows you until when to ask questions and when the answers to these questions will be published. The Contracting Authority expressly reserves the right to adjust the schedule during the course of the procedure. You will receive this information via Tenderned.

The closing date and deadline for receipt of your Tender by the Contracting Authority is the date included in the schedule in Tenderned(end of offer stage). The digital Tenders are opened via Tenderned’s digital safe. You may not be present at this opening.

Note! The closing date and time is a strict deadline. No Tenders can be submitted after expiry of the deadline. Any delays in uploading are at your own risk.

4.2 Communication

All communication will take place via Tenderned. The contact for this tendering procedure is also included in Tenderned. Only in the event of technical difficulties with Tenderned may this contact be contacted in a different way:

Ministry of Infrastructure and Water Management
First Contact: Ms M.M.A. van Beers – Leijdekkers myrthe.leijdekkers@minienw.nl
Second contact: To be decided

Note! During the tendering procedure, no personnel of the Ministry of Infrastructure and Water management or the Royal Netherlands Meteorological Institute other than the aforementioned contact may be contacted in connection with this procedure, unless expressly stated otherwise in this Guide.

4.3 Information, Questions and Objections

4.3.1 Questions and Objections

If you have any questions about, or discover inconsistencies in, the Tender Documents, or if you have objections to (parts of) the tendering procedure, please inform us of this via Tenderned's messaging module as soon as possible, but no later than the date included in the schedule in Tenderned.

Only questions and comments submitted in good time and in the correct way will be addressed. Answers will be given by means of an anonymised Information Memorandum published no later than 10 calendar days before the closing date for Tenders. The Contracting Authority will organise **two (2)** sessions for questioning. The closing date for submission of the first round of questions is shown in the schedule on Tenderned. The closing date for the second round of questions will be published in de first information memorandum. In the schedule on Tenderned you will only find the date on wich the final publication of the Information Memorandum will take place. The contracting Authority will try to answer questions as soon as possible after the closing dates.

If you wish to ask a commercial or confidential question, you may request that you ask your question individually. The Contracting Authority will then evaluate this request. If the Contracting Authority grants the request, the answer will not be published and will only be sent to you. If the Contracting Authority cannot or may not answer the question individually, you will be requested to ask the question by submitting the questioning form (Annex 9 of this Descriptive document); your question will then be answered in the information memorandum.

Questions and text suggestions must be submitted by timely submitting a filled in Annex 9 Questioning form in the messaging module of TenderNed. Questions or text suggestions that are not received in time (see schedule) or that are submitted in manners other than specified will not be taken into consideration.

Note! During the period set for that purpose, you are entitled to object to any shortcomings or ambiguities. You can no longer do this after this period has expired.

By submitting a Tender, you agree to all the conditions and provisions of the tendering procedure. In the event of any inconsistencies between the information memorandum(s) and this Guide (including Annexes), the most recent Information Memorandum shall prevail.

4.4 Assessment of Your Entity and Your Tender

Assessment of the Tenderer and the information/documents submitted by the Tenderer will take place in 5 stages.

1. Your Tender may be declared invalid, set aside and excluded from further assessment within this tendering procedure if one or more of the following situations arises:

- The Tender was not submitted via the TenderNed online tendering platform or in good time;
- The requested information and documents have not been provided, or have been provided incompletely, subject to approval, under conditions or incorrectly or variants are offered;
- The Tender has not been submitted with the correct forms or the Tenderer has altered the forms provided;
- The Tender and the accompanying forms have not been signed by the person authorised to do so;
- The requested information has not been submitted in the prescribed language.

If one or more of the above situations apply, and easy remedy is not permitted, your Tender will be declared invalid. An invalid Tender will not be assessed any further and will be set aside.

Legally signing the ESPD implies that the person (or persons!) who is/are signing this document must be registered as authorized representative(s) of the company. When two or more persons have a joint authorization, signatures should be placed by all company representatives. Restrictions in authorization should be taken into account. The representative(s) must be financially (amount of the value of the contract) and legally authorizes to sign. Authorization must be evidenced by an extract from the Chamber of Commerce, a power of attorney or a document that serves a similar purpose when other documents apply in different countries. Any other documents to which the professional or trade register refers, in order to verify their authorisation, must be appended.

2. At the second stage, the Contracting Authority evaluates the Grounds for Exclusion and eligibility requirements. This is where we look at your eligibility as a Tenderer. If one or more of the grounds specified in Chapter 2 apply to your company (or consortium or subcontractor), the Tenderer and its Tender may be rejected. This also applies if you do not meet one or more of the Eligibility Requirements / selection criteria.

3. At the third stage, formal (knock-out) Requirements for award apply, which are set out in section 3.1. If your Tender does not meet these or the other Requirements specified in Chapter 3, it will be set aside.

4. At the fourth stage, your Tender will be assessed on the elaboration of the award criteria.

The Contracting Authority may ask you to clarify your Tender or give you the opportunity to remedy minor defects in the Tender. You will usually be given a period of up to 5 working days for this.

5. Finally a verification meeting will take place. This meeting will be scheduled after the announcement of ‘intention to award’. The Contracting Authority will verify if both parties understood each other completely and if compliance by Tenderer is permanently possible. Waving of final award by causes of non-agreement is possible. In the event of exclusion, the Tenderer that has submitted the second economically most advantageous Tender will be considered for intention to award.

4.5 Language

All Tender Documents are in the English language. The language used in the Tender Documents, the tendering procedure itself <u>and</u> the performance of the agreement is English. Documents to be submitted by the Tenderers must be in the Dutch language or English language. If the requested information constitutes an official document that is not available in Dutch, or English an English translation must be submitted in addition to the original document. Translations must be arranged by Tenderer at it’s own expense

4.6 Suspension / Termination of the Tendering Procedure

The Contracting Authority reserves the right at all times to suspend or terminate the tendering procedure, without owing any form of compensation. One reason for termination may be, for example, that political support and/or financial budget is withdrawn. You will receive a notification from the Contracting Authority about any suspension or termination of the tendering procedure. Furthermore, the Contracting Authority reserves the right to terminate the Contract in the event of incorrect and/or incomplete information and/or inability on the part of Tenderer to fulfil what is has offered.

4.7 Compensation for high costs of a Tender

The Contracting Authority will not compensate any costs related to the preparation and submission of the Tender.

4.8 Confidentiality

All information you receive from the Contracting Authority during this procedure must be treated confidentially and may not be disclosed to third parties. This does not apply to information that is already publicly available or to information that must be disclosed due to a statutory obligation. You may of course provide confidential information to your employees, advisers or subcontractors, if necessary subject to a confidentiality clause.

Conversely, the Contracting Authority will treat your Tender confidentially, unless the information must be disclosed pursuant to a statutory obligation.

The confidentiality obligation as referred to in this section will also be maintained if the tendering procedure does not lead to the conclusion of an agreement.

Exchange and processing of personal data during the tendering procedure will take place in accordance with the General Data Protection Regulation (GDPR).

The intellectual property of the Tender Documents is vested in the Contracting Authority.

5 LEGAL PROTECTION

You can submit a complaint during the course of the tendering procedure when you have objections to the award decision or the tendering procedure.

5.1 Complaints Department / Committee of Tender Experts

Throughout the procedure complaints may be submitted to the Tender Complaints Committee at klachten.inkoop@minienw.nl with in CC an email to myrthe.leijdekkers@minienw.nl. In doing so, you should provide a clear and reasoned explanation of the aspect of the tendering procedure to which your complaint relates. The complaint will be dealt with as soon as possible by an independent expert within the organisation of the Ministry of Infrastructure and Water Management.

You should first use the Question & Answer procedure before lodging your complaint. If you find the Contracting Authority's response unsatisfactory, you can lodge a complaint with the complaints department.

If you disagree with the complaints department's handling of the complaint, you can submit the complaint to the Committee of Tender Experts. For further information about how the Committee works, please visit www.commissievanaanbestedingsexperts.nl.

5.2 Preliminary Relief Proceedings

If you have objections to the award decision, you must institute summery proceedings ("kort geding procedure") within 20 calendar days of the notification of the selection decision. This must be evidenced by sending a copy of the writ of summons to the contact for this tendering procedure. In that case, the Contracting Authority will not proceed to select participants before the judgment in summery proceedings has been rendered.

The 20-calendar-day period is strictly applied. If you do not institute summery proceedings during this period, your rights to challenge the selection decision will lapse ("verval termijn"). If no Tenderer has instituted summery proceedings within the aforementioned period, the Contracting Authority will be at liberty to enter into an agreement with the successful Tenderer(s).

ABBREVIATIONS AND DEFINITIONS

Annex / Appendix
Annex or Appendix is a document that is a part of the Tender Documents. Annexes or Appendices constitute an integral part of the Tender Documents.

AW 2012 / Tender act 2012
Act of 1 November 2012, comprising new regulations regarding Tender Procedures.

Award Criterion
The Award Criterion of the Contracting Authority will be the Most Economically Advantageous Tender (MEAT). This means that the Contracting Authority will assess both price and quality. The Award Criterion will be based on qualitative aspects and price. The Desirables have been specified in various Sub-Award Criteria.

Combination
Cooperative of entrepreneurs, formed for the purpose of providing the supplies and/or services requested in this Tender procedure. A Combination submits a single, joint Tender.

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

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

Contracting Authority
The State of the Netherlands, Netherlands Ministry of Infrastructure and Water Management - Royal Netherlands Meteorological Institute;

Contractor
The winning Tenderer with which Contracting Authority enters into a Contract within the context of this tender process.

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

Desirable
Desirable features of Product or System that the Contracting Authority sets in this Tender Procedure that are desirable and may lead to a higher valuation of the Tender, but the absence of which does not lead to exclusion from this Tender Procedure. (This in contrast with the Requirements which in the event that Requirements cannot be met, this will lead to exclusion from further participation to this Tender Procedure.)

Eligibility Requirements
The Requirements that form the basis for assessing a Tenderer's suitability to perform the assignment. A Tender that does not meet a Eligibility Requirement will be considered invalid.

European Single Procurement Document
In the European Single Procurement Document (ESPD), the Tenderer indicates that it meets the provisions pertaining to the Grounds for Exclusion, Eligibility Requirements, technical specifications and the terms and conditions regarding performance. In order to reduce the administrative burden, the Contracting Authority may request proof from the winning Tenderer(s) at the verification stage.

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

GP / Guidelines regarding Proportionality
The guidelines as published in the Government Gazette [*Staatscourant*] 2013, 3075 substantiating the proportionality principle as referred to in Articles 1.10 third paragraph, 1.13 third paragraph and 1.16 third paragraph of the 2012 Tender Act.

Grounds for Exclusion
The Grounds for Exclusion from participation as stated in Articles 2.86 and 2.87 of the 2012 Tender Act, also stated in the European Single Procurement Document under components 2 and 3.

Information Memorandum
Document containing the answers to questions from Tenderers and/or any explanations of the Descriptive Document, the Mandatory Forms or other Tender documents. The Information Memorandum constitutes an integral and binding part of this Tender Procedure.

Lot
Separate part of this Tender for which the Tenderer can submit a Proposal. This particular Tender is not divided into separate Lots.

Proposal (Also: Tender)
The bid submitted by Tenderer for this Tender Procedure.

Product (also: System)
The object/service to be delivered by the Contractor to the Contracting Authority on the basis of the Contract.

Public Procurement Act 2012 (Aanbestedingswet 2012)
Act of 1 November 2012 containing new rules on public procurement, Bulletin of Acts and Decrees 2012, 313, as most recently amended on 22 June 2016, Bulletin of Acts and Decrees 2016, 241 (entry into force: 1 July 2016);

Requirements
Regulations and Requirements pertaining to the supply/supplies and/or service/services to be provided. A Tender that does not meet a Requirement will be considered invalid.

Self-declaration
a statement as referred to in Article 2.84(1) AW2012;

Site Acceptance Test (SAT)
A test with the goal of verifying the basic functionality of the software system, in relation to the Requirements. The SAT is described in Annex 2 Draft Agreement.

Sub-Award Criteria
Further specification of the award criterion. The criteria that stipulate which Tender is assessed as economically most advantageous.

System (also: Product)
The object/service to be delivered by the Contractor to the Contracting Authority on the basis of the Contract.

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

Tender Procedure
The procedure used to procure the defined goods and services.

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

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

Technical Definitions / abbreviations

AWS	Amazon Web Service
AIRMET	Airman's Meteorological information
AMO	Aerodrome Meteorological Office
AMS	Aerodrome Meteorological Station
ANSP	Air Navigation Service Provider
API	Application Programming Interface
BREM	Bulletins Reports Meteorological database
BUFR	Binary Universal Form for the Representation of meteorological data
CI/CD	Continuous Integration/Continuous Delivery
EDR	Endpoint Detection and Response
EU/EEA	European Union/ European Economic Area
FIR	Flight Information Region
FTP	File Transfer Protocol
GLLFC	Graphical Low Level Forecast
GML	Geography Markup Language
GRID	Gridded data format: a raster data storage format
IFR	Instrument Flight Rules
IWXXM	ICAO Meteorological Information Exchange Model
MSS	Message Switching System
MWO	Meteorological Watch Office
METAR	Meteorological Aerodrome Report
OGC	Open Geospatial Consortium
OPMET	Operational Meteorological reports
REST XML	Representational State Transfer XML
SaaS	Software as a Service
SADIS	Satellite Distribution System
SES	Single European SKY
SIGMET	Significant Meteorological Information
SIGWX	Significant Weather Chart
SPWCX	Space Weather Centre
SWIM	System Wide Information Management - Eurocontrol
TAC	Traditional Alphanumeric Code
TCAC	Tropical Cyclone Advisory Centre
UIR	Upper Information Region
UWT	Upper Wind & Temperature chart
VAAC	Vulcanic Ash Advisory Centre
VFR	Visual Flight Rules
WAFC	World Area Forecast Centre
XML	Extensible Markup Language

ANNEX 1 DRAFT AGREEMENT

The draft agreement is included in a separate PDF file.

ANNEX 1A DRAFT SLA

The draft Service Level Agreement (SLA) is included in a separate PDF file.

ANNEX 2 GENERAL TERMS AND CONDITIONS

The ARBIT-2022 general terms and conditions are included in a separate PDF file.

ANNEX 3 PROGRAM OF REQUIREMENTS

The Program of Requirements is included in a separate Excel file.

ANNEX 4 EUROPEAN SINGLE PROCUREMENT DOCUMENT

The Self-declaration (ESPD) is provided in a separate PDF file that can only be opened and filled out using Adobe Reader.

ANNEX 5 REFERENCE CONTRACTs MODEL

A reference contracts model is provided in a separate WORD file that can be filled out.
Tenderer can multiply this document to demonstrate compliance with all core competencies.

Compliance with the (core) competencies set out in subsections **a** through **c** in section 2.5.3 must be demonstrated with the submission of reference contracts. You must have **one** reference contract **for each** competency. An assignment carried out for a single organisation over multiple of years is regarded as one individual reference assignment. Specifically, Contracting Authority expects one reference assignment that meets core-competence **a**, one that meets core-competence **b** and one reference that meets core-competence **c**. So, three reference assignments are requested, one per core competence.

Conditions for the reference(s):

- If a contract that has not yet been completed (in full) is used, only the actual result of the contract may be specified, not a forecast of the expected result.
- One reference contract can be used for more than one of the competencies.
- The reference contract may not be older than three years calculated from the closing date for submission of the Tender.
- If the reference contract has been performed as a consortium, you must clearly state the work you performed, the results you achieved and the total value of your share in the contract. If you are relying on a third party, and that third party has performed the contract as part of a consortium, the third party must also state this and the third party must also be engaged for the present Contract.

ANNEX 6 Sub Award criteria 'Quality'

The Sub-Award criteria regarding quality are included in a separate Pdf file.

ANNEX 7 Pricing Sheet

The Pricing Sheet is included in a separate Excel file to be completed separately. Please note that the Pricing Sheet document must be signed.

ANNEX 8 GUARANTEE MODEL

Declaration for the tendering procedure “........” (project title)

………………… (name of guarantor), having its registered office at …………..……(address of registered office), duly represented in this matter by ………….… (name of representative), in his/her capacity as ………………… (position of representative), hereinafter referred to as the **Guarantor**,

hereby declares that if the Contract is awarded to

………… (name of Tenderer), having its registered office at ……… (address of registered office),

and the Contracting Authority enters into an agreement with this Tenderer for the performance of the Contract, the Guarantor shall act as guarantor vis-à-vis the Contracting Authority for payment of all debts of this Tenderer towards the Contracting Authority arising from the agreement(s) resulting from this tendering procedure.

The ESPD is included as Annex 4 to this Tender.

Thus prepared truthfully,

Name of representative of the Guarantor	
Signature	
Place and date	

ANNEX 9 Question Form

The Question Form is included in a separate Excel file to be used as explained in § 4.3.1 of the Descriptive document.

ANNEX 10A KNMI method Flightpath calculation and table-driven routes

The KNMI method for Flightpath calculation and table-driven routes is included in a separate Pdf file.

ANNEX 10B Table-Driven Routes

An overview of all existing table-driven routes that KNMI uses is included in a separate Pdf file.

ANNEX 11 Presentation current KNMI BREM-OPMET System

A presentation in which KNMI's current BREM-OPMET System is explained, is added in a separate file.