



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

Descriptive Document

Precipitation gauges and 3rd line 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
Reference number	TN 472117
Version	0.1
Status	Final
Date	july 2024

CONTENTS	PAGE
1 THE CONTRACT	4
1.1 Description of the Contract	4
1.1.1 The Contract	4
1.1.2 Contracting Authority and end user	4
1.1.3 Scope and duration of the Contract	5
1.1.4 Out of scope	8
1.1.5 Options	8
1.2 Lots	9
1.3 Draft Agreement and Contractual Terms	9
1.4 Functional and/or Technical Specifications	10
1.4.1 Brand or Quality Marks	11
1.5 Sustainability and Corporate Social Responsibility	11
1.5.1 Environmental Criteria	11
1.5.2 International Social Conditions	11
1.6 Council regulation (EU) 2022/576 on Russian companies	11
2 TENDERER REQUIREMENTS	12
2.1 One Tender for a Single Entity or Consortium	12
2.1.1 Single entity	12
2.1.2 Consortium	12
2.2 Subcontracting	13
2.2.1 Relying on Third-Party Capacities	13
2.2.2 Other forms of Subcontracting	13
2.3 Mandatory Grounds for Exclusion	14
2.4 Facultative Grounds for Exclusion	14
2.5 Eligibility Requirements	16
2.5.1 Professional Competence	16
2.5.2 Financial and Economic Capacity	16
2.5.3 Technical and Professional Ability	17
2.5.4 Exclusion or Rejection of a Tenderer	18
3 THE TENDER	19
3.1 Knock-out requirements	19
3.2 Award Criterion	19

3.2.1.	Subcriterion Price	20
3.2.2	Subcriterion Quality	20
3.3	Variants	23
3.4	Assessment	23
3.5	Documents to be Provided.....	24
3.6	Notification of Award Decision.....	25
4	GENERAL PROVISIONS	26
4.1	Notice, Tender and Tender Submission date.....	26
4.2	Communication	26
4.3	Information, Questions and Objections.....	27
4.3.1	Questions and Objections	27
4.4	Language	28
4.5	Suspension / Termination of the Tendering Procedure	28
4.6	Compensation for high costs of a Tender	28
4.7	Confidentiality	28
4.8	Assessment of Your Entity and Your Tender	29
5	LEGAL PROTECTION	31
5.1	Complaints Department / Committee of Tender Experts.....	31
5.2	Preliminary Relief Proceedings	31
	ABBREVIATIONS AND DEFINITIONS.....	32

ANNEXES:

Annex 1:	Draft agreement
Annex 1A:	Waiting Room Agreement
Annex 1B:	Verification phase and delivery
Annex 2:	General terms and conditions – ARIV 2018
Annex 3:	General terms and conditions – ARVODI 2018
Annex 4:	Program of Requirements
Annex 5:	European Single Procurement Document
Annex 6:	International Social Conditions (ISC)
Annex 7:	Reference Contracts Model
Annex 8:	Sub-Award criteria 'quality'
Annex 9:	Pricing sheet
Annex 10:	Guarantee Model
Annex 11:	Question Form

1 THE CONTRACT

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

Precipitation gauges and 3rd line 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 Tendered online tendering platform. Further information about the use of Tendered is available at [TenderNed voor ondernemingen](#)

1.1 Description of the Contract

1.1.1 The Contract

The Contract involves the delivery of Precipitation gauges and 3rd line maintenance on behalf of the Royal Netherlands Meteorological Institute (KNMI) as the Contracting Authority.

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.

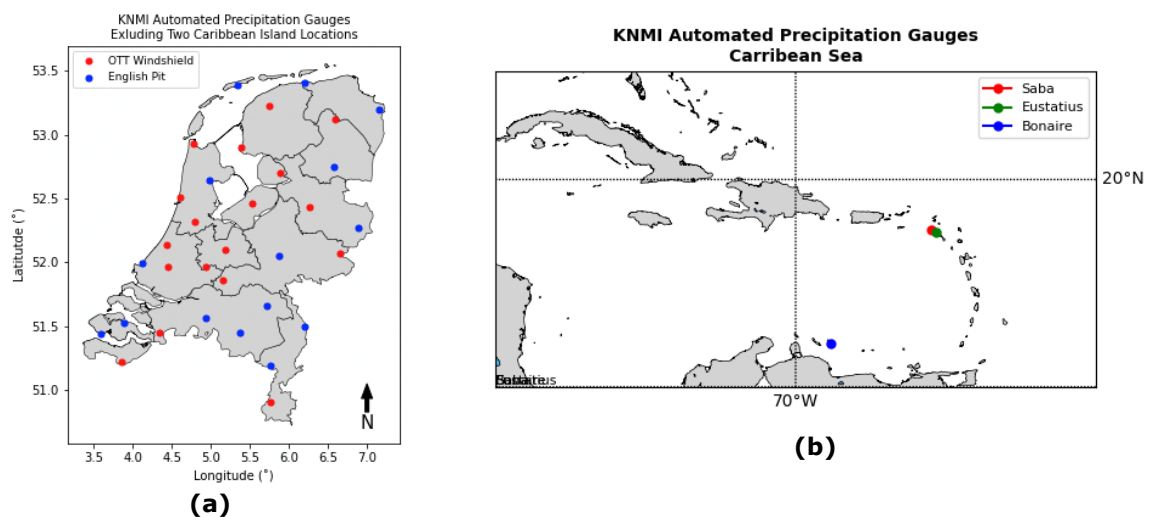
For more information on KNMI, please refer to the website www.knmi.nl (in Dutch) and www.knmi.nl/over-het-knmi/about (in English).

1.1.3 Scope and duration of the Contract

The motivation behind this project is based on the need to replace the existing KNMI designed Precipitation gauges that have been used in KNMI's automated network of Precipitation gauges since 1992. These electronic gauges are of the so-called float type (FG) (a.k.a. level-measurement type) and they determine the amount of precipitation from the observed change of water level in a collection vessel.

Given the long operational use of these gauges, they have become increasingly difficult to repair and costly to maintain over time. Additionally, they experience some technical and quality issues (i.e. delays in reporting wintry precipitation and faulty precipitation measurements during dry conditions). Thus, there is a pressing need to replace these gauges with new ones.

All of KNMI's automated Precipitation gauges are installed to mitigate the under catchment of precipitation due to wind. The majority (22 of 37) of the gauges are located within a windscreen with its collection area (orifice) at 1-m above the ground. The remaining 15 gauges are set-up in a so-called 'English pit' to also minimize the wind effect. The spatial distribution of KNMI's automatic Precipitation gauges along with the two types of set-ups currently used in KNMI's automated network are shown in figure 1a and 1b.



**Figure 1. Spatial distribution of gauges in KNMI's automated network.
(a) mainland NL (b) BES NL**

There are currently no contracts with Suppliers of Precipitation gauges. The current Precipitation gauges are manufactured by KNMI.

The scope of this European tender is to purchase a catchment style Precipitation gauge that adheres to WMO specifications for precipitation accumulation, intensity, and duration. If Supplier can not offer a catchment style gauge that can report duration with the required accuracy, then Supplier can include **an additional precipitation monitor/detector** in its offer to operate in parallel with the gauge.

Note: From this point, therefore, the gauge with or without an additional device will in most cases be described as 'The Solution' offered.

KNMI collects service point measurements of precipitation from its network of approximately 37 automated Precipitation gauges across the mainland and on the BES islands (Bonaire, Sint Eustatius and Saba).

The aim is to use one type of Precipitation gauge as much as possible. Uniform instrumentation is important for several reasons including, but not limited to, ensuring consistency in data collection and having a reliable time series of data. A gauge must also be extensively tested before it is put into use, so that it is not easy to switch to another, new gauge. Furthermore, in practice fewer mistakes are made and both training and maintenance are less complicated and expensive.

At the end of the test period (Verification phase), the KNMI will decide if the offered Solution meets all the Requirements and offered Desirables and will be rolled out.

Passing the Verification phase does not affect the obligation for the offered Solution to fulfill all Requirements during the entire Contract period, nor the right to demand repair, to return or reclaim The Solution, or to ask compensatory damages in case of malfunctioning during the entire Contract period.

The intention of the KNMI is the phased acquisition of 50* Precipitation gauges for **the mainland**.

(* To cover locations in automated network and to have a supply (5) of spares for research and development purposes.)

The expected order value of the purchase of the offered Solution is 50* gauges x € 2.700 to € 6.000 per Solution = € 135.000 to € 300.000,-.

The exact value depends on what the Tenderer offers and if it's necessary for the Tenderer to offer a Solution with or without an additional precipitation monitor/detector, maintenance sets and tools and/or windscreen (needed because of gauge dimensions, see Annex 4 requirement 65) to meet the requirements.

Maintenance of the offered Solution

We distinguish 1st, 2nd and 3rd line maintenance:

- 1st line maintenance is defined as relatively quick actions performed on the gauge to ensure continuous and accurate operation of the gauge. These actions may include unclogging the funnel (if applicable), emptying the collection vessel (if applicable), resetting the gauge, replacing easily replaceable parts, and cleaning. Further, 1st line maintenance is designed to solve relatively simple problems with the gauge at the site location (i.e., solving fatal status code errors, investigating power failures, or troubleshooting out of range measurements, etc.) 1st line maintenance can either be in the form of a preventative measure or a corrective measure. The purpose of preventative measures is to avert potential future problems with the gauge while the purpose of corrective measures is to solve current problems with the gauge. Preventative measures are non-invasive by nature (i.e., the gauge does not need to be opened) and can be completed by a site manager (or by KNMI technical staff), while corrective measures are

invasive (i.e., the gauge needs to be opened) and can only be performed by KNMI technical staff. Communication between site managers and KNMI is crucial to diagnose a 1st line maintenance problem as preventative or corrective in nature. KNMI expects more frequent preventative measures than corrective measures.

- By 2nd line maintenance we typically mean maintenance in the workshop of the KNMI in de Bilt, for example standard replacement of broken parts, calibration, thorough cleaning and balancing.
- By 3rd line maintenance we mean solving all problems with a gauge that cannot be done by the 'Service & Beheer' department of the KNMI itself. For example, repair of larger damage, calibration of gauges that can no longer be calibrated using the agreed (according to manual) method, error in correction algorithm that's being used, etc.

The KNMI itself will take care of the 1st and 2nd line maintenance of the offered Solution. Part of the scope is training KNMI personnel to be able to provide First and Second line maintenance.

Regarding the Third line maintenance, the KNMI strives to do as much as possible itself. In this way, KNMI gains as much experience and knowledge of the Precipitation gauges within the KNMI. How much of the 3rd line maintenance the KNMI can perform itself depends partly on The Solution to be chosen. Part of the 3rd line maintenance is therefore part of the Contract.

The estimated value of 3rd line maintenance (based on a market consultation) over the total technical life of the Solution is estimated to be about 20% of the purchase value: 20% from € 135.000 to € 300.000,- = € 27.000,- to € 60.000,-. The exact value depends on what the Tenderer offers.

Costs for training are estimated at € 15.000,-.

In addition to the cost of procurement, training and Third-line maintenance, costs for calibration- and maintenance sets and tools, spares and costs for additional products such as stand poles and windscreens will also be requested.

When receiving multiple offers Contracting Authority will have to purchase two Solutions from the runner with regards to the the Waiting Room Agreement.

Thus, the total value of the Agreement may be higher than just the sum of previously mentioned amounts depending on what appears necessary for installation of the offered Solution.

Duration of the Contract

All gauges in the KNMI monitoring network are expected to be replaced quickly after awarding the Contracts and the required test period, because of the importance of uniform instrumentation.

The technical life expectancy of a gauge is 10 years (economic depreciation in 7 years). The availability of the offered Solution and, if applicable, parts of the offered Solution shall be at least 12 years.

The initial duration of the Contract **including a successful completion of the Verification phase** will be seven (7) years, whereupon the Contracting Authority may unilaterally renew the Contract two times, firstly for a maximum term of three (3) years and secondly for a term of two (2) years. The total (foreseen) maximum regular duration of the Contract will therefore be 12 years including the time required for the Verification phase. Such duration is proportionate with the relatively high transaction costs and technical complexity of a change of measurement system, such in particular due to the need of so-called "parallel testing" for a period of minimally one year when a new measurement system is taken into use. During the initial term of the Agreement and

the first renewal, the Agreement may not be terminated by the Supplier. The second renewal option may be refused by Supplier and also has the possibility to be terminated by Supplier on behalf of a 12 months' notice.

1.1.4 Out of scope

Installation of the gauges and preventive and corrective maintenance of the gauges (1st and 2nd line maintenance) are out of scope.

Rollout and maintenance on the BES islands are also out of scope.

The climatological conditions of the BES contribute to problems with the performance of KNMI's current gauge in those locations.

Because of the distance and logistical complexity of the islands it makes replacements to the gauges more difficult given calibration and major maintenance still takes place/is coordinated from KNMI in the Netherlands.

Given the uncertainty that exists determining the Requirements for these locations, the offered gauge will be tested in the BES locations during the verification period. If the offered gauge performs well in these locations, then additional gauges for these locations will be added to the procurement. Otherwise, a different gauge will be tested in those locations.

Because the size and total value of the gauges that might work well enough on the BES islands is of very limited value, the order for this will probably be issued separately by the Contracting Authority. This also includes the technical support required for the gauges on the BES islands. The total costs are expected to be around €30,000.00.

1.1.5 Options

The political field in which the Contracting Authority operates is complex and in a state of flux. Next to this the climate is changing. We have to take in account that more weather extremes: heat waves, periods of drought or flooding can happen. There is increasing attention to climate reports, and the results of these reports are the basis for political decisions. The extent of the need for Precipitation gauges and/or required maintenance are closely linked to this.

Because of the climatological-, 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 to a value of a maximum of € 180.000,-:

- Apply price indexations as included in the Agreement;
- Adjustment of the gauges by Supplier, according to KNMI specific wishes and requirements after a completed and successful Verification phase;
- Purchase of necessary parts for first- and second-line maintenance;
- Costs for damages made by KNMI outside of warranty and Third line maintenance;
- The opportunity to purchase 20 extra gauges of the same type (in a possible updated version) for the mainland in which Third-line maintenance will also be used, from the

selected Supplier, at the rates quoted by the Supplier in the pricing sheet (Annex 9). This situation could arise in case of extension needed due to reasons as mentioned above;

- If it turns out that the same type of Precipitation gauge that is offered on the mainland also works well on the BES islands, then the Buyer wants to have the option to purchase up to 10 gauges offered by the Supplier for the BES islands in which Third-line maintenance will also be used at the rates quoted by the Supplier in the pricing sheet (Annex 9). This situation could arise if the winning Supplier offers a gauge which during the Verification phase is shown to function well enough under conditions on the BES islands to guarantee measurement results.

The general nature of the Contract is not changed by the possible changes included in the revision clause. However the Contracting Authority wishes to be transparent with Tenderers in advance. If necessary, a quotation will be requested from the Contractor for the above points on the basis of a desired amount to be quoted multiplied by the rate quoted in parts A and E of the Pricing Sheet (Annex 9 to this Descriptive Document), or, in the event of necessary adjustments, an hourly rate to be quoted.

1.2 Lots

The 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). The aim is to use one type of Precipitation gauge as much as possible, and KNMI wants 3rd line maintenance to be carried out by the same Supplier. Therefore a division into lots is not desired.

1.3 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 the ARIV 2018 (for the delivery of the offered Solution, refer to Annex 2) and the ARVODI 2018 (for 3rd line maintenance, refer to Annex 3).

In addition, performance conditions regarding the environment and social conditions are applicable. This will be explained in paragraph. 1.5.

The applicability of any general terms and conditions (of delivery) of the Tenderer or third parties is expressly excluded.

A Waiting Room Agreement has been appended as Annex 1A. Next to the selected Tenderer that will be contracted, a waiting room Agreement with the duration of the Verification phase will be concluded with all other valid Tenderers (please see Annex 1B for more information on the Verification phase).

Other Tenderers will be designated as reserves in case the Agreement with the first Contractor is terminated early during the Verification phase.

The Waiting Room Agreement provision means that the Tenderers are eligible for a Waiting Room Agreement based on the ranking in which they finished after the price-quality comparison and are not (yet) granted access to the Agreement itself.

The runner-up Tenderer will be firstly designated as a reserve in the event that the Agreement with the first Contractor is dissolved prematurely. If this Tenderer also does not pass the Verification phase, the next ranked Tenderer will be approached, and so on.

The runner up Tenderer that is granted a Waiting Room Agreement will – at first - only be requested to deliver two offered Solutions for testing and will afterwards remain in the 'Waiting room' for the event that the Contract between the first (or following) ranked Tenderer and the Contracting Authority is dissolved within the Verification phase. If this situation occurs, Contracting Authority will award the Contract to the Tenderer in the Waiting Room who takes the place of the first (or following) ranked Tenderer. If the Contract with the first (or following) ranked Tenderer is not dissolved prematurely, then the Waiting Room Agreement will end after the Verification phase. No rights for orders or turnover can be derived from entering the Waiting Room Agreement. If the Contracting Authority only receives one suitable and valid Tenderer, then Contracting Authority will not enter a Waiting Room Agreement.

In case the situation arises where the Tenderer, who finished following, offers an identical Solution to the winner or Tenderer earlier in the ranking, Tenderer will **not** be asked to deliver two Solutions for testing at the start of the Verification phase. If The Solution offered by the winning Tenderer doesn't pass the Verification phase, following ranked Tenderer will be given the opportunity to demonstrate that the identical Solution offered does meet the Requirements and Desirables offered on which the identical Solution of the earlier finished Tenderer was rejected. If this situation occurs the Contracting Authority will contact the following ranked Tenderer to give the opportunity to provide verifiable evidence of the suitability of their offered identical Solution and consult the need of testing. In case the following ranked Tenderer cannot prove that the offered Solution meets the Requirements and offered Desirables the Contracting Authority reserves the right not to designate this following Tenderer as the reserve-party, but to award the reserve-position to the next Tenderer in the ranking that does not supply the same type of Solution.

Please note: See Annex 1B for a more detailed description of the Verification phase.

A supply order is concluded with both the first Party and the second Party (unless the same type of Solution is offered) for the delivery of a certain amount of offered Solutions. These will be included in the Verification phase (Annex 1B).

1.4 Functional and/or Technical Specifications

The functional and/or technical Requirements for performance of the Contract are described in the Program of Requirements (Annex 4 to this Descriptive Document) and consists of mandatory Requirements and Desirables.

Please note that Tenders that do not unconditionally meet all the mandatory Requirements will be considered invalid. You must ensure that no misunderstanding can arise about the offer in relation to the price offered.

You must also ensure that you abide by the Program of Requirements during the performance of the Contract.

Together with your Tender, you must submit a fully answered copy of the Program of Requirements in which you confirm to satisfy the Requirements but also answer the questions stated as a Desirable. What Contracting Authority expects from the response on these Desirables and in which cases substantiation is required can be found in Annex 8 Sub-Award criteria.

1.4.1 Brand or Quality Marks

All brand or 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.

1.5 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. This tendering procedure includes requirements and criteria regarding the environment, and social conditions.

1.5.1 Environmental Criteria

The environmental criteria drafted by the Netherlands Government are included as an award criterion.

1.5.2 International Social Conditions

The Contracting Authority sees potential risks of violation of the International Social Conditions (ISC) during the performance of the Contract. The successful Tenderer has a best-efforts obligation to improve the social conditions in the production chain during the term of the Agreement. The successful Tenderer must conduct a due diligence investigation in its own international chain to identify risks of violation of international labour standards and human rights. In addition, it must submit a due diligence report once a year. For more information about the due diligence process, see Annex 6.

1.6 Council regulation (EU) 2022/576 on Russian companies

Russian parties are no longer allowed to participate in tenders according to the fifth sanctions package of the Council of the EU. This is introduced by Council Regulation (EU) 2022/576 of 8 April 2022 and is directly applicable in the EU Member States. This may also imply that Tenderer cannot rely on the financial capacity of a third party or make use of a third party from Russia.

By submitting a Tender, you declare not to act in violation of the Regulation.

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.

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 concern or 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.

2.1.1 Single entity

If you want to participate as a single entity in this Tender, you must state this in the Self-declaration (also referred to as ESPD, see Annex 5). You must complete sections A and B of Part II, Part III, Part IV and Part VI of this statement. At the request of the Contracting Authority you need to substantiate your ESPD with documentary evidence.

Note: If you as single entity want to rely on the capacity of a third party (see Par. 2.2.1), the ESPDs of both you and the third party on which you rely must be submitted.

2.1.2 Consortium

You may submit a Tender 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. 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, Part IV 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.

Note: It is not possible to adjust the composition of the consortium during the Tender procedure.

If the consortium wants to rely on the capacity of a third party (see Par. 2.2.1), both the ESPDs of all members and the ESPD of the third party on which the consortium relies must be submitted.

2.2 Subcontracting

2.2.1 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 an ESPD. This subcontractor must complete sections A and B of Part II, Part III and Part VI of the ESPD. **This substantiates that the third party can be used for the Contract** and that no ground for exclusion is applicable, as mentioned in Part III 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 10), 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.

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

2.2.2 Other forms of 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. On these subcontractors **you do not rely to meet the Eligibility Requirements**.

It is not required but 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 Part IID of 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 do not apply to you and – if applicable – your subcontractor.

For Dutch economic operators, these documents are:

Ground for Exclusion	Documentary evidence
A Declaration of the receiving authority for taxes (Art. 2.89(3) AW2012)	This certificate may not be older than six months calculated from the date of submission of your Tender
A 'Certificate of Conduct for Procurement' issued by the Central Agency Good Conduct Certificates (Art. 2.89(2) AW2012)	The certificate of conduct may not be older than two years calculated from the date of submission of your Tender

Note: the processing of these documents may take some time. Therefore **request these documents timely.**

Documentary evidence may differ from one country to another. The European Commission provides a database with information about the most common evidence asked for in procurement procedures in Europe ([eCertis](#)).

If a document of equal 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.

2.4 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 Part III C of the ESPD (Article 2.87 AW2012), do not apply to your company.

Note: In Part III C of the ESPD you must declare first whether or not the facultative Grounds for Exclusion are applicable with "yes" or "no". Depending on the answer, additional questions arise and must be answered.

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 paragraph do not apply to you and – if applicable – your subcontractor.

For Dutch economic operators, these documents include:

Ground for Exclusion	Documentary evidence	Remarks
Facultative ground for exclusion: Bankruptcy or liquidation (Article 2.87(1)(b) of the AW2012)	An Extract from the trade register of the Chamber of Commerce	This may not be older than 6 months calculated from the date of submission of your Tender
Facultative ground for exclusion: Grave professional misconduct and distortion of competition (Article 2.87(1)(c) and (d) AW2012)	A 'Certificate of Conduct for Procurement' issued by the Central Agency Good Conduct Certificates (also see Par. 2.3)	The certificate of conduct may not be older than two years calculated from the date of submission of your Tender
Facultative ground for exclusion: Tax obligations (Article 2.87(1)(j) of the AW2012)	A Declaration of the receiving authority for taxes as referred to in Article 2.89(3) of the AW2012 (also see Par. 2.3)	This statement may not be older than 6 months calculated from the date of submission of your Tender
Other facultative grounds for exclusion: violation of applicable obligations in the field of environmental, social and labour law ¹ , conflict of interest, inside information, false statements, and/or influencing of decision-making process (Article 2.87(1)(e) and/or (f) and/or (g) and/or (h) and/or (i) AW2012 2012)	If applicable, no specific formality required	

Documentary evidence may differ from one country to another, see [eCertis](#).

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 or a competent professional organisation of that country may also be submitted.

¹ More information about the applicable obligations in the fields of environmental, social and labour law in the Netherlands: see www.government.nl

2.5 Eligibility Requirements

In Part IV of the ESPD, you indicate whether or not you meet the Eligibility Requirements.

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

- professional competence
- financial and economic capacity
- technical and professional competence (references)

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 signed by an accountant will suffice.

If you are considered for award of the Contract, you will be required to submit the relevant assurance certificate and or bank statement **within 10 working days** of a request to that effect from the Contracting Authority.

If you are relying on the financial and economic capacity of a third party, e.g. by relying on an insurance of the Concern of which you are a member, the third party or Concern must also sign the ESPD and sign the Guarantee Model (Annex 10), confirming that the third party will act as guarantor.

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. Tenderer has proven/demonstrable experience in providing 3rd line maintenance of at least ten (10) Precipitation gauges at organizations active on the Meteorological Market;
- b. Tenderer has proven to have carried out one 4 year assignment as a reference project in a professional and correct manner in accordance with its client's requirements, demonstrating its expertise and experience in providing and maintaining Precipitation gauges.

Compliance with the (core) competencies set out in subsections **a.** through **b.** must be demonstrated with the submission of reference contracts. You can have **one or more** reference contract(s) for (core)competency a, but can **only use one** (1) reference contract to proof core competency b. You may use the reference contract(s) to show several (core) competencies.

Conditions for the reference(s):

- a. 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.
- b. The reference Contract may **not be older than three years** calculated from the closing date for submission of the Tender. The finish date of the Agreement described in reference requirement b should fall within these defined three years or the Agreement is still ongoing and has been in force for at least four years at the time of submission of the tender.
- c. If you are relying on a third party, this must be completed in Part 4a of Annex 7 (the Reference Contracts Model). This third party **must also be engaged for the present contract** (see Par. 2.2.1).
- d. If the reference Contract has been performed as a consortium, you must clearly state which part of the contract is performed by whom. This must be completed in Part 4b of Annex 7 (the Reference Contracts Model). This reference contract must show that you are able to meet the requested (core) competencies either by yourself or with the help of a third 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 7) for each reference. By providing a reference, the Tenderer grants the Contracting Authority permission to verify the reference(s).

If the Contracting Authority is unable to verify the reference (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.

2.5.4 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.

However, you will first be given the opportunity to prove that you have taken sufficient measures and adjusted your business operations in accordance with this ground for exclusion. 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, for example if exclusion would be manifestly unreasonable.

The possibility to demonstrate your reliability (also known as the legal principle of proportionality) does not apply to the ground for exclusion "False declaration". In that case, your Tender will be set aside immediately and will not be evaluated any further.

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, section 3.5 contains a table that lists the documentary evidence needed and when it must be submitted.

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 mandatory Requirements and Desirables. Failure to meet a mandatory Requirement leads to the direct knock-out of a Tender. Desirables (a.k.a., sub-award criteria) 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 K3:

- K1: By submitting your Tender you unconditionally agree with the Draft Agreement, including its amendments and rectifications as published in the Information Memorandum.
- K2: Your Tender must satisfy the Program of Requirements referred to in Annex 4, including its amendments and rectifications as published in the Information Memorandum.
This must be demonstrated by submitting a fully completed and signed copy of the Program of Requirements as explained in paragraph 1.4 of this Descriptive Document.
- K3: The total TCO over 10 years (which is used for comparison) based on the price offered by Tenderer may not be lower than the lowest possible Tender price and may not be higher than the financial threshold described as the highest possible Tender price in paragraph 3.2 of this Descriptive Document.

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 best price/quality ratio is determined using the "Weighted Factor Method" methodology. This means the following: In the weighted factor method, a certain number of points are allocated for each sub criteria assigned and each criterion has a certain weight.

The award criteria consist of **Quality** and **Price** with a 70%/30% ratio.

The minimum number of points to be achieved per Sub-Award criterion is 0 (zero) points. The maximum is 100 points. The weighted scores on quality and on price will be added together. The winning Tenderer has the highest total weighted score.

If there is a tie between two or more Tenders, then the Tenderer whose Tender scored highest on the nine highest-weighting Sub-Award criteria (the subset is as follows: 23, 80, 103, 109, 98, 11, 19, 15 and 84) will be awarded the Contract. If there is also a tie on the total score on this subset, Contracting Authority will award the Contract to the Tenderer who scores highest on the Sub-

Award criteria in numeric order based on the priority of the beforementioned subset. If there is still a tie after this lots will be drawn.

3.2.1. Subcriterion Price

To assess the Sub-Award criterium 'Price', we use an absolute scoring methodology. In this method, your score on the Price component is calculated according to the formula:

Score = $((P_{\max} - \text{Tender Price}) / \text{bandwidth}) * \text{maximum number of points price}$, where $P_{\max}$ is the maximum price.

The maximum number of points to be achieved with the Price component is **30 points**.

The Tender Price used in the formula for comparison is based on the Total Costs of Ownership (TCO) in 10 years. Filling in the requested amounts and prices will automatically lead to the TCO used for comparison.

Data for the formula:	
Lowest possible tender price: $P_{\min}$ (minimum price)	€ 420.000,- excluding VAT
Highest possible tender price: $P_{\max}$ (maximum price)	€ 1.200.000,- excluding VAT
Bandwidth ($P_{\max} - P_{\min}$)	€ 780.000,- excluding VAT

The total Tender Price used for comparison must fall within the range. This means that you:

- at a price of € 420.000,- excluding VAT (or lower) you will receive **30** points.
- at a price of € 1.200.000,- excluding VAT you will receive 0 points.

Note: Tenders with a Tender Price below the minimum and/or above the maximum price will be excluded from evaluation and set aside as invalid.

The Tenderer will state its prices by completing the Pricing Sheet (Annex 9) in full and without reservation.

The submitted prices cannot be changed after the closing date of the Tender unless price adjustments are permitted either by the Agreement or the Tender documents.

The Tenderer must submit prices in Euros and these prices must comprise all costs of performing the Agreement, the profit, the duties and taxes (with the exception of turnover tax, VAT).

Further information about this subject can be found in Annex 9. The instruction 'tab 1' of the pricing sheet contains the requirements for making a price offer. Please read these carefully.

Tenders that are considered to be manipulative or abnormally low will be set aside, although the Tenderer will be given an opportunity to first explain its proposed prices.

3.2.2 Subcriterion Quality

The assessment of the 'quality' is based on the response and/or elaboration provided by Tenderer of the Sub-Award criteria. The table below lists the quality Sub-Award criteria and also indicates

the maximum number of points for each quality Sub-Award criterion. Further, the weight given to each Sub-Award criteria quality is shown. The numbering refers to the Desirables from the Program of Requirements. Maximum fulfillment will lead to a maximal score.

Sub-Award criteria quality		Maximum points	Weight	maximum weighted points
Quality – General Technical requirements				
7	Raw data	100	1%	1
8	Reprocess archived raw data offline	100	1%	1
Quality - Precipitation Accumulation, Intensity and Duration requirements				
11	Accumulation measurements	100	5%	5
15	Duration output with a time resolution of less than 60 seconds	100	5%	5
19	intensity values with a resolution of 0.001 mm/h.	100	5%	5
21	Real-time output of solid and liquid precipitation	100	3%	3
23	measurement uncertainty for liquid precipitation intensity under constant flow	100	8%	8
Quality – Communication requirements				
29	Communications transmission bauds in excess of 9600 bits per second are Desirable.	100	1%	1
Quality – Sensor Output requirements				
36	output average time less than 1 minute	100	3%	3
38	create a user-defined output telegram	100	1%	1
Quality – Status requirements				
43	Raw diagnostic information being available for predictive maintenance purposes	100	1%	1
Quality – Installation requirements				
67	Suitable standpoles	100	1%	1
Quality – Sensor connections requirements				
71	Connection gauge	100	1%	1
Quality – Operating Environment requirements				
80	Optimization for errors	100	8%	8
84	target temperature and heating time of the heater(s) of the offered Solution should be optimized and configurable	100	5%	5
Quality – Software requirements				
89	Remotely updating Firmware	100	1%	1
Quality – Maintenance requirements				
98	frequency of preventative measures in the field	100	5%	5
Quality – Maintainability/Calibration				
101	Calibration device	100	1%	1
103	Calibration interval	100	6%	6
Quality - Reliability				
109	The Mean Time To Repair (MTTR)	100	6%	6
Sustainability				
118	Sustainability	100	1%	2
Total achievable points				70

Quantitative sub-award criteria

In some cases, quantitative Sub-Award criteria are used. In this case, the response options are predefined by Contracting Authority and/or a value is asked to be specified. How points can be achieved is described per quantitative Sub-Award criteria in the Program of Requirements and Annex 8.

Qualitative sub-award criteria

In other cases, an elaboration on the Sub-Award criterion is requested (see Annex 8 Sub-Award criteria). For the Sub-Award criteria that ask for an elaboration a score is assigned based on the levels given in the table below.

Level	Description	Maximum points
Excellent	The elaboration of the topics fits excellently with the objective and/or the desired delivery/implementation of the requested. The elements of the assessment framework are completed excellently with the elaboration. The answers are unambiguous, substantiated and not dependent on assumptions or interpretations by the reader. Tenderer additionally adds new insights and/or additional unexpected value that the assessment team did not expect.	100
Good	The elaboration of the topics fits well with the objective and/or desired delivery/implementation of the request. The elements of the assessment framework are well covered by the elaboration. The answers are unambiguous, substantiated and not dependent on assumptions or interpretations by the reader.	75
More than sufficient	The elaboration of the topics more than adequately matches the objective and/or the desired delivery/implementation of the request. The elements of the assessment framework are more than adequately met by the elaboration. The answers are clear and well-founded.	50
Sufficient	The elaboration of the topics sufficiently matches the objective and/or the desired delivery/implementation of the request. The elements of the assessment framework are sufficiently met by the elaboration. In parts, the points could have been more elaborated or better substantiated.	25
Insufficient	Tenderer did not elaborate the question or did not elaborate it sufficiently.	0

In both cases the number of points scored per quality Sub-Award criteria will be multiplied by the weight given in the list of criteria. This will lead to an amount of weighted points scored per quality Sub-Award criterium.

Fictitious example:

Sub-Award Criteria	Weight	Supplier A		Supplier B	
		Points	Weighted points	Points	Weighted points
Criteria 1	7%	100	7	25	1.75
Criteria 2	10%	25	2.5	100	10
Criteria 3	3%	75	2.25	50	1.5
Total		200	11.75	150	13.25

The fictitious example shows that Supplier A has earned more points than Supplier B based on the assessment, but due to the weighting assigned beforehand (see list of criteria) Supplier B still wins on quality with fewer points.

3.3 Variants

Submission of variants is *not* permitted. As such, you may not deviate from the technical specifications on your own initiative.

3.4 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 purchasing department will assess the Price.

The assessment of the elaboration on the qualitative 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 qualitative Sub-Award criteria, with which each assessor agrees. This is the so-called consensus model. These scores lead to a scored amount of points per quality Sub-Award criteria. Using the weight percentage (see table in paragraph 3.2 of this Descriptive Document) of the number of points scored per Sub-Award criteria, we arrive at a weighted number of points.

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.

3.5 Documents to be Provided

If you qualify for award of the Contract, the Contracting Authority will ask you to provide certain documentary evidence. The table below lists these documents and indicates their submission times.

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.

What	When	Who		
		Single- entity Tenderer	Consortium	Third parties (para. 2.2) (The consortium/ single entity Tenderer submits the requested documents on behalf of the third party)
a fully answered copy of the Program of Requirements (§ 1.4 of the Descriptive Doc.) Annex 4.	Tender	x	x	
ESPD Annex 5 (ESPD) Completed and signed. Authorization to sign must be evidenced and appended	Tender	X	X	X
ESPD Annex 5 (ESPD) Completed and signed by the Third Party (para 2.2.2)	Tender			X
Reference Contracts Model Annex 7	Tender	X	X	
Elaboration of Sub-Award criteria regarding quality. Annex 8	Tender	X	X	
Pricing sheet Annex 9 (signed by an authorized representative)	Tender	X	X	
Guarantee Model (when applicable) Annex 10	Tender	X	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
Documentary evidence regarding other facultative Grounds for Exclusion (§ 2.4 of the Descriptive Doc.)	Upon request and if applicable	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	
Documentary evidence belonging to Requirements in the Program of Requirements, Annex 4: - Tab 'after provisional award upon request'.	Upon request	X	X	

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

3.6 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 Tendered.

At first a preliminary award- or rejection decision will be sent. 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 paragraph 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 Tendered online tendering platform. Further information about the use of Tendered is available [here](#).

4.1 Notice, Tender and Tender Submission date

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

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.

Tendered contains a schedule for the course of this tendering procedure. It also shows you until when you can 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 Tendered.

The closing date and deadline for receipt of your Tender by the Contracting Authority is the date included in the schedule in Tendered (end of offer stage). The digital Tenders are opened via Tendered'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 Tendered. The contact for this tendering procedure is also included in Tendered. Only in the event of technical difficulties with Tendered 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: Machiel Boneschanscher machiel.boneschanscher@minienw.nl

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. You can be excluded for this.

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)** rounds 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 the first Information Memorandum. In the schedule on TenderNed you will only find the date on which 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 11 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 11** 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.

If there are any contradictions, ambiguities or imperfections in the Tender Documents, the Tenderer should report this as soon as possible - in any case before the closing date of the last round of questions. The Contracting Authority expects a proactive attitude from Tenderers so that the Contracting Authority can effectively rectify the Tender Documents. If the Contractor does not report inconsistencies, ambiguities or imperfections or does not do so in time, the right to complain about them and/or raise objections at a later stage will lapse.

If, after perusal of the Information Memorandum, the Tenderer still believes that there are contradictions, ambiguities or inadequacies, he/she should submit a complaint to the Contracting Authority (paragraph 5.1 of this Descriptive Document).

If the Tenderer feels that the complaint has not been dealt with satisfactorily, he/she shall, under penalty of forfeiture of rights, institute summary proceedings at the Court of The Hague by serving

a summons on the Contracting Authority at least five calendar days before the closing date for submission of the Tender.

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 Language

All Tender Documents are in the English language. Documents to be submitted by you must be in the English language. If the requested information constitutes an official document that is not available in English, an English translation must be submitted in addition to the original document.

4.5 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 funding is withdrawn. You will receive a notification from the Contracting Authority about any suspension or termination of the tendering procedure. In exceptional cases, a tender cost compensation may apply. In that case, the Contracting Authority will contact you.

4.6 Compensation for high costs of a Tender

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

4.7 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 paragraph 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.

4.8 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. First, 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 Tenders 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;
- The Tender has not been submitted with the correct documents or the Tenderer has altered the documents provided;
- The Tender (the ESPD) 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, 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 authorized to sign.

2. At the second stage, the Contracting Authority evaluates the Grounds for Exclusion and Eligibility Requirements as mentioned in Chapter 2. 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 apply, which are set out in paragraph. 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, the content of your Tender will be assessed on the elaboration of the award criteria.

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. In case of non-agreement, waiving of the final award 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.

Netherlands Ministry of Infrastructure and Water Management

European Public Procurement: Precipitation gauges and 3rd line maintenance

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 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. We ask you to provide the Tendering Complaints Committee with the following information:

- Name and contact information of your company;
- Name and reference number of the disputed Tender;
- An elaboration of your complaint and your request (proposal for a possible solution);
- If applicable elaborating Annexes.

The complaint will be dealt with as soon as possible by an independent expert within the ministry organisation.

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 summary proceedings at the Court of The Hague ("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 summary proceedings has been rendered.

The 20-calendar-day period is strictly applied. If you do not institute summary proceedings during this period, your rights to challenge the award decision will lapse ("verval termijn"). If no Tenderer has instituted summary 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

ARIV-2018

General Government Purchasing Conditions 2018 (ARIV 2018)

ARVODI-2018

General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018)

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.

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.

AWS

Automatic Weather Station

Buyer/Purchaser

the State of the Netherlands or any other purchaser using these Purchasing Conditions.

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, 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 mandatory Requirements which in the event that mandatory 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 an Eligibility Requirement will be considered invalid.

ESPD

European Single Procurement Document (a Self-Declaration as referred to in Article 2.84(1) AW2012)

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.

First line maintenance

See Descriptive Document p.6. This is maintenance performed by KNMI or site managers the field.

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.

Precipitation gauges

The object 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);

Program of Requirements

Document attached as Annex 4 of the Descriptive Document containing Regulations and requirements pertaining to the supply/supplies and/or service/services to be provided. A Tender that does not meet a mandatory Requirement will be considered invalid.

Requirements

Requirements consist of 'mandatories' and 'Desirables'. Failure to meet a mandatory Requirement leads to direct knock out of a Tender.

Second line maintenance

See Descriptive Document, p.6. This is maintenance performed by KNMI personnel in De Bilt.

Self-declaration

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

Sub-Award Criteria

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

Supplier

the Purchaser's counterparty.

TCO

Total Cost of Ownership are all costs associated with the purchase of the product/service throughout its life cycle and use. The pricing sheet consists of a combination of prices quoted by Tenderer and costs to be borne by client for maintenance.

Tender

a tender submitted by an economic operator on the basis of the Tender Documents as published on Tendered;

Tender documents

all documents included in a tendering procedure by the Contracting Authority;

Tenderer

An economic operator that has submitted a Tender;

The Solution

A precipitation gauge with, if needed, an additional precipitation monitor/detector to accurately report duration which will operate in parallel with the gauge. the terms 'gauge' and 'the solution' are in some cases used interchangeably in Tender documents.

Third line maintenance

See Descriptive Document p.6. This is maintenance performed by Tenderer.

Verification phase/test

A test with the goal of verifying the basic functionality of the offered Solutions, in relation to the mandatory Requirements and the offered Desirables. The test is described in Annex 1B Verification phase and delivery.

Waiting Room Agreement

The Agreement pursuant to which the Supplier, in the event of termination of the ongoing Agreement becomes eligible for the requested Products and Services as described in the procurement procedure for the Purchase and 3rd Line maintenance of Precipitation gauges.

Netherlands Ministry of Infrastructure and Water Management

European Public Procurement: Precipitation gauges and 3rd line maintenance

WMO requirements

WMO-No.8, Guide to Instruments and Methods of Observation, 2018 Edition

ANNEX 1	DRAFT AGREEMENT
ANNEX 1A	WAITING ROOM AGREEMENT
ANNEX 1B	VERIFICATION PHASE AND DELIVERY
ANNEX 2	GENERAL TERMS AND CONDITIONS ARIV-2018
ANNEX 3	GENERAL TERMS AND CONDITIONS ARVODI-2018

These documents are included as separate PDF files.

ANNEX 4 PROGRAM OF REQUIREMENTS

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

ANNEX 5 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 6 INTERNATIONAL SOCIAL CONDITIONS

Due Diligence

A company implements compliance with the ISC by conducting a due diligence investigation. This is an ongoing process that helps businesses to identify the risks of labour and human rights violations within their own organisation and the associated production chain and to subsequently prevent, reduce and/or remedy them and/or compensate for them. Elements of this process are first of all the preparation of a risk analysis, second the drafting of an action plan, and third an annual reporting obligation. With this process, the central government aims to achieve a reduction of (the risks of) labour and human rights violations within the international supply chains.

Unlike the common term used in accountancy, due diligence in this case does not mean an audit of the books, but a process to diligently offer insight into the possible risks of labour and human rights violations that occur in the international supply chain.

When conducting the due diligence investigation with regard to the present Contract, the contractor must focus on the first link of the production process.

What does the due diligence investigation entail?

1. Production chain risk analysis – the contractor will submit no later than **3 months** after the final award of the Contract a risk analysis for the first link of the production process, which must include:

- a description of the **first link** of the production process;
- an analysis of the risks of labour and human rights violations in the **first link** of the production process.

The [CSR Risk Check for economic operators](#) is a useful tool for conducting and preparing a risk analysis.

2. Action plan for mitigating risks – the contractor will submit no later than **6 months** after the final award of the Contract an action plan for mitigating the risks identified in the risk analysis. The action plan must include:

- an overview and description of the efforts to be made by the contractor to mitigate the risks;
- a schedule for the efforts to be made by the contractor;
- (optionally) a clarification about the development of the action plan, for example information about the involvement of stakeholders.

If the contractor is affiliated with an [IRBC sector agreement](#), this can be regarded as an action to reduce the risks in its supply chain. The contractor can mention this in the action plan. The contractor's affiliation with a supply chain initiative can also be mentioned in the action plan. However, this does not mean that the contractor has thus fulfilled all its due diligence obligations. The contractor must check whether the supply chain initiative covers all risks. If this is not the case, the contractor must give details in its action plan as to what efforts it intends to make in order to mitigate the (remaining) risks.

3. Annual report – during the contract period, the contractor will submit an **annual** report on the anniversary of the effective date of the agreement (or in the case of a shorter-term agreement: upon completion thereof) about the actions it has taken with regard to ISC compliance.

The report must at least include:

- a risk analysis as described at 1;
- the measures taken in the reporting year to reduce risks and to remedy any ISC violations in the supply chain;
- the approach to and results of monitoring ISC compliance;
- information about how any signals received regarding ISC violations were addressed (internally and externally).

The report has no prescribed form, but must be written in Dutch or English for practical purposes.

See www.pianoo.nl for more information on due diligence in the context of ISC. Should you have any further questions about due diligence, please visit the [National Contact Point on OECD Guidelines](#).

ANNEX 7 REFERENCE CONTRACT MODEL

Reference for tendering procedure: (project title)

Details of the client		
1.	Name of the client	
	Address	
	Postal code and town	
	Country	
2.	Name of client's contact	
	Position	
	Telephone number	
	Email address	
3.	Additional information regarding the client and its organisation	
Contract information		
4a.	Name contractor or subcontractor <i>Provide us with either your own company name or the name of the subcontractor (third party) on which you rely on for this reference contract</i>	
4b.	If applicable: Names of the members of the consortium (Name of the consortium). <i>Specify which member of the consortium has performed which part of the contract.</i>	
5.	Contract description and reference number. <i>Describe the results achieved, such as duration, delivery times, etc.</i>	
6.	Specify the contract duration, including the start and end date.	
Competency		
7.	This reference satisfies the (core) <competency> <competencies> required <Core competency a: <Core competency b:	

8.	To demonstrate this core competency, I do/do not* use a subcontractor. <Core competency a: <yes/no> <name third party> <Core competency b: <yes/no> <name third party> (* delete as appropriate)	
Tenderer signature		
9.	Thus prepared truthfully,	
	Name of company	
	Name of authorised signatory	
	Signature	
	Place and date	

ANNEX 8 SUB-AWARD CRITERIA 'QUALITY'

The Sub-Award criteria 'quality' are provided in a separate PDF File.

ANNEX 9 PRICING SHEET

The Price Sheet is provided in an Excel file to be completed separately.

ANNEX 10 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 <...> to this Tender.

Thus prepared truthfully,

Name of representative of the Guarantor	
Signature	
Place and date	

ANNEX 11 QUESTION FORM

The question form to be used for the Information Memorandum is provided in a separate Excel file.