



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

Descriptive Document 'Pressure standard for absolute gas pressure'

European Public Procurement Guide	
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1 THE CONTRACT

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

Pressure standard for absolute gas pressure

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 an online tendering platform. Further information about the use of TenderNed is available at [TenderNed voor ondernemingen](#)

1.1 Description and scope of the Contract

1.1.1 The Contract

The Contract will be a (single-product) Supply Agreement, that involves the delivery of a Pressure standard for absolute gas pressure (between 900 hPa and 1100 hPa) 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 center, 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 scope of this tender is an accurate pressure standard for absolute atmospheric pressure for KNMI's calibration laboratory in De Bilt.

The calibration laboratory calibrates the electronic barometers used at the Automatic Weather Stations (AWS), on ships (the VOS fleet) and on platforms in the North Sea. The current reference barometers (pressure standards) in the calibration laboratory no longer meet current requirements and need to be replaced by a pressure standard with a better specification. The measurement uncertainty of the current reference barometers is no longer satisfactory and a better and more accurate pressure standard is sought. The principle of an accurate pressure standard is based on a deadweight tester using a piston/cylinder unit, a piston/cylinder unit with a load cell (dynamometer) or an electronic/digital pressure standards, whose properties are known to be very accurate. The operation of a deadweight tester is based on the equation force divided by area ($p=F/A$) and must operate fully automatically. In addition to the deadweight tester itself, peripheral equipment needs to be purchased. These include a vacuum pump for low vacuum pressures ($<1\cdot10^{-4}$ hPa absolute) and a pressure regulator to generate the correct pressures. The offered price includes all equipment needed to generate barometric pressures from 900 hPa to 1100 hPa absolute pressure with a measurement uncertainty of no more than 0.0035 % (35 ppm) of the measured pressure. The pressure standard will mainly be used by staff from the calibration. The pressure standard for absolute atmospheric pressure between 900 hPa and 1100 hPa' must be delivered in working order, you must be able to prove after installation that it achieves the desired parameters (Programme of Requirements A. Technical Specifications).

Finally, it is important that the pressure stand is delivered in solid/rugged transport case (e.g. a Pelicases) that we can reuse for shipping/transporting the equipment, to and from calibration laboratories.

The price is requested as a total price for the entire configuration:

- Pressure standard;
- Vacuum pump;
- Pressure regulator;
- Required connecting materials;
- Software for directly communication and controlling the PMS;
- Initial calibration of the pressure standard;
- Solid/rugged transport case;
- At least two years warranty;
- Shipment, Incoterms DDP;
- A One-Day User training and detailed Instruction Manual;

Prices for warranty must be included in the total price/solution (they are not listed separately in the pricing sheet, Attachment 7).

The maximum available budget for this assignment is € 265,000.00 excl. VAT. We will discard any offer with a higher price as invalid.

Note: From this point, the simplified term 'Pressure standard' is used instead of 'Pressure standard for absolute atmospheric pressure between 900 hPa and 1100 hPa' or 'The Solution' offered'.

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 pressure standard to ensure continuous and accurate operation of the pressure standard. These actions may include cleaning the parts of the pressure standard, resolving minor technical malfunctions and deviations, resetting the pressure standard after power failure. The 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 pressure standard while the purpose of corrective measures is to solve current problems with the pressure standard.
- By 2nd line maintenance we typically mean maintenance in the workshop of the KNMI in de Bilt, for example replacing easily replaceable parts, checking the performance and intermediate checks of the Pressure Standard.
- By 3rd line maintenance we mean solving all problems with the 'Pressure Standard' that cannot be done by the Calibration Laboratory or the Workshop of KNMI itself and is part of the warranty period. For example, repair of larger damage, calibration of Pressure Standard 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 includes a One-day User training of the KNMI personnel, preferably in De Bilt in The Netherlands. Furthermore, the User Training consists of enough information and instruction so the laboratory staff can perform first- and second-line maintenance. The 3rd line maintenance is therefore part of the Contract during the warranty period.

Duration of the Contract

This will be a single-product supply agreement without a SLA. The duration of the agreement depends mainly on the contractual duration of the warranty period.

The technical life expectancy of a Pressure standard for absolute gas pressure is 20 years (economic depreciation in 14 years). The availability of the offered Solution and, if applicable, parts of the offered Solution shall be at least 22 years.

1.1.4 Out of scope

- 1st and 2nd line maintenance.
- The re-calibration of the acquired pressure standard.
- Extensive training in the field of pressure metrology and, in particular, the measurement and generation of absolute pressures is not necessary; the knowledge in this field is amply available in the calibration laboratory.

- Adjustments to the calibration software is also beyond the scope of this assignment. We already have a collaboration with a party that adapts and possibly extends the calibration software (Labview from National Instruments).

1.1.5 Options (Consumables, Spares, Maintenance after warranty?)

The Contracting Authority wishes to be transparent with Tenderers in advance. If necessary, a quotation will be requested from the Contractor for the below mentioned points. The contracting authority is not obliged to purchase the desired optional components, products or services.

- Purchase of necessary parts for first- and second-line maintenance for example; Maintenance sets and tools, spares and costs for additional products.
- Costs for damages made by KNMI outside of warranty and for Third line maintenance.

1.2 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).

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

1.3 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 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.

1.3.1 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.

1.4 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 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.

1.5 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 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.

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:

The tenderer has sufficient financial and economic standing to perform all obligations arising from the Agreement throughout the contract term.

To the tenderer's knowledge, there are no claims that could affect the performance of the contract and no investments are required that could jeopardize the financial and economic standing or continuity of services and business operations during the contract period.

The tenderer must supply **within 10 working days** when so requested by the Contracting Authority, the most recently issued auditor's report regarding the financial statements (or, if applicable, a review or compilation report) does not contain a so-called continuity paragraph.

If the tenderer relies on the financial and economic standing of other natural or legal persons, both the tenderer and these natural or legal persons shall be jointly and severally liable for the performance of the contract.

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 must sign the Guarantee Model (Annex 8) or must submit a holding statement in accordance with article 2:403 member 1 sub f of the Dutch Civil Code.

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 that it has supplied at least ten (10) pressure standards with specifications as described in the 'Programme of Requirements, A. Technical Specifications' to national meteorology institutes and/or calibration laboratories.

b. Tenderer has proven/demonstrable experience in providing 3rd line maintenance of at least ten (10) pressure standards with specifications as described in the 'Programme of Requirements, A. Technical Specifications' to National Metrology Institutes and Calibration Laboratories;

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 and b.

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 6 (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 6 (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 6) 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 K2:

- 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 3, including its amendments and rectifications as published in the Information Memorandum. This must be demonstrated by submitting a fully completed copy of the Program of Requirements as explained in paragraph 1.3 of this Descriptive Document. By signing the Pricing Sheet, the Tenderer confirms explicitly that he accepts and fulfils all mandatory requirements from the PoR (and all other conditions of the Tender).

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 "price per point" methodology.
The winning tender has the lowest price per quality point.

The most important Sub-Award criterion are:

- (Economic)Service life of the printing standard (max. of 500 points);
- Warranty period (max. of 350 points);
- Location of the compact training (max. of 150 points).

The minimum number of points to be achieved per Sub-Award criteria is 0 (zero) points. The total number of points to be obtained for all sub-award criteria is: 1000 points.

Winning quote in case of equal total score

If, after evaluation of all quotes, it appears that two or more quotes have the same total score, the quote that attained the highest score on A1 will be regarded as the Tender with the best price-quality ratio. If the tenderers then still have the same score, the quote that attained the highest score on A2 will be regarded as the Tender with the best price-quality ratio. If the tenderers then still have the same score, the quote that attained the highest score on A3 will be regarded as the Tender with the best price-quality ratio. If the tenderers then still have the same score, the quote with the lowest quoted price will then be regarded as the Tender with the best price-quality ratio. If

the tenderers then still have the same score, a draw will take place. The tenderers concerned will be notified accordingly. The time, venue and organiser of the draw will also be communicated.

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 = the quoted price (excluding VAT) / total quality score.

The winning tender has the lowest price per quality point.

Note: The maximum available budget for this assignment is € 265,000.00 excl. VAT. We will discard any offer with a higher price as invalid.

The Tenderer will state its prices by completing the Pricing Sheet (Annex 7) 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 7. 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. Maximum fulfillment will lead to a maximal score.

Sub-Award criteria (quality)	
Consisting of:	Points
*A1 Economic lifetime The (economic) life of the product can be demonstrated by technical/scientific publications using the same type of Pressure standard. Demonstrated years of calibration history or testimonials from users. There is sufficient knowledge and experience within KNMI to assess the above evidence. KNMI reserves the right, to lower the score in case of insufficient motivation or evidence.	500 points
*A2 Warranty (factory)	350 points

In addition to the warranty on the Pressure standard and operating equipment, it should also be supplied on the vacuum pump and pressure regulator (the solution offered).	
*A3 Location of compact training	150 point
Total number of points to be obtained	Maximum 1000 points

Quantitative sub-award criteria

In this case quantitative Sub-Award criteria are used, the response options are predefined by Contracting Authority and/or a value is asked to be specified.

The following scores can be obtained in accordance with the scoring table below:

Valuation A1 Economic lifetime	Maximum points to be obtained
The economic lifetime from 20 years	500
Economic lifetime is between 15 - 19 years	350
Economic lifetime is between 11 - 14 years	200
The economic lifetime is up to 10 years	0

Valuation A2 Warranty (factory)	Maximum points to be obtained
Warranty up to 5 year	350
Warranty up to 4 year	200
Warranty up to 3 year	50
Warranty up to 2 year	0

Valuation A3 Location of compact training	Maximum points to be obtained
Training on site at KNMI	150
Training on site in NL	100
Training abroad	0

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 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 Annex 3 (explained in § 1.3 of the Descriptive Doc).	Tender	x	x	
ESPD Annex 4 (ESPD) Completed and signed. Authorization to sign must be evidenced and appended	Tender	X	X	X
ESPD Annex 4 (ESPD) Completed and signed by the Third Party (para 2.2.2)	Tender			X
Reference Contracts Model Annex 6	Tender	X	X	
Pricing sheet	Tender	X	X	

Annex 7 (signed by an authorized representative)				
Guarantee Model (when applicable) Annex 8	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 3:	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 TenderNed.

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 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 180 days after the closing date.

TenderNed 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 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 TenderNeds 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: Mr. H. Kahraman E: Han.kahraman@minienw.nl
Second contact: Mr. M. Boneschanscher E: 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 TenderNeds 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 organize **one (1)** round for questioning. The closing date for submission of the first round of questions is shown in the schedule on TenderNed. 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 5**); your question will then be answered in the Information Memorandum.

Questions and text suggestions must be submitted timely, by submitting a filled in Questioning form (**Annex 5**) 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 Dutch or English language. Documents to be submitted by you must be in the Dutch or English language. If the requested information constitutes an official document that is not available in Dutch or English, a Dutch or 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 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;
- 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, 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 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 within 21 days 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.

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 han.kahraman@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 ("vervaltermijn"). 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)

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 *1.1.3 Scope and duration of the Contract 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.

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 *1.1.3 Scope and duration of the Contract 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 TenderNed;

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 *1.1.3 Scope and duration of the Contract p.6*. This is maintenance performed by Tenderer.

WMO requirements

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

ANNEX 1 DRAFT AGREEMENT

Is included as a separate PDF file.

ANNEX 2 GENERAL TERMS AND CONDITIONS ARIV-2018

Is included as a separate PDF file.

ANNEX 3 PROGRAM OF REQUIREMENTS

Is included as 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 QUESTIONING FORM

Is included as a separate EXCEL file.

ANNEX 6 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 7 PRICING SHEET

Is provided as a separate Excel file.

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	