



Descriptive Document

Pertaining to : **Lightning Detection Data Service (LDDS)**

According to a : **Public European Tender Procedure**

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Table of contents

Table of contents.....	2
Definitions.....	4
1. Introduction	8
1.1 Objective of the Tender.....	8
1.2 Duration of Contract and Terms and Conditions	8
1.3 Combining / Parcelling out	9
1.4 Estimated value of the assignment.....	9
1.5 Knock-out requirements.....	9
1.6 Award criterion.....	9
2. Description of the assignment.....	11
2.1 Subject.....	11
2.2 Reason for a European Tender Procedure; GPA	12
2.3 Aim.....	12
2.4 Acceptance.....	13
2.5 Policy principles	13
2.6 Variants.....	14
2.7 Changes in scope	14
2.8 Options	14
3. Tender procedure and Tenderer Requirements.....	15
3.1 Public tender procedure	15
3.2 Time Planning	15
3.3 Structure of Tender	16
3.4 One Tender for a Single Entity or Consortium.....	17
3.5 Formation of Consortium and Subcontracting	18
3.6 Mandatory Grounds for Exclusion	19
3.7 Facultative Grounds for Exclusion	20
3.8 General Eligibility Requirements	22
3.9 Specific Eligibility Requirements: Technical and Professional Ability.....	22
3.10 Exclusion or Rejection of a Tenderer	24
3.11 Russian parties.....	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
4.4	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	Legal Protection	29
5	Assessment Procedure	30
5.1	General	30
5.2	Sub award criteria	30
5.3	Assessment process	35
5.4	Intended winner	36
5.5	Objections to the award decision.....	37
5.6	Verification.....	37
	List of Annexes.....	39



Definitions

Supplementary to the definitions set down in the Dutch Tender Act of 2012 [*Aanbestedingswet 2012*] the following definitions apply:

Annex

Annex or Appendix to one of the Tender Documents. Annexes /Appendices constitute an integral part of the Tender Documents.

AW 2012 / Tender act 2012

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

Award Criterion

The Award Criterion of the Contracting Authority will be the Most Economically Advantageous Tender (MEAT). This means that the Contracting Authority will assess both price and quality.

Combination

Cooperative of entrepreneurs, formed for the purpose of providing the product/services requested in this Tender Procedure. A Combination submits a single, joint Tender.

Combination Member

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

Contract / Agreement

Written agreement entered into with the Contractor (Supplier) that wins this Tender Procedure, covering the provision of the Product requested by the Contracting Authority (Purchaser) and to which the Purchasing Conditions (ARBIT-2022) are declared applicable.

Contracting Authority

The State of the Netherlands, represented by the Minister of Infrastructure and Water Management, for this purpose represented by the Director-General of the Royal Netherlands Meteorological Institute (Koninklijk Nederlands Meteorologisch Instituut or KNMI). In the Draft Agreement (Annex 3) and ARBIT-2022, the Contracting Authority / KNMI is also indicated as "Purchaser". The Contracting Authority / KNMI is also indicated as "Principal".

Contractor

The winning Tenderer with which Contracting Authority enters into a Contract within the context of this Tender Procedure. In the Draft Agreement (Annex 5) and ARBIT-2022, Contractor is also indicated as "Supplier".

Dataset Verification

After the provisional award decision of the Contract, the Dataset Verification will take place and the submitted dataset will be evaluated.

Descriptive Document

The document at hand, outlining and explaining the assignment, the Tender Procedure to be followed, the Suitability Requirements and the Tender evaluation criteria.

**Desirable**

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

European Single Procurement Document

In the European Single Procurement Document (ESPD), the Tenderer declares that it meets the provisions pertaining to the Grounds for Exclusion, Suitability Requirements, technical specifications and the terms and conditions regarding performance.

Exclusion Ground

A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the Tendering Procedure.

GP / Guidelines regarding Proportionality

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

Grounds for Exclusion

The grounds for exclusion from participation as stated in Articles 2.86 and 2.87 of the 2012 Tender Act, also stated in the ESPD under Part III.

Information Memorandum

Document containing the answers to questions from Tenderers submitted via TenderNed and/or any additional explanations of the Tender Documents. The Information Memorandum will be given in anonymized form and constitute as an integral and binding part of this Tender Procedure.

Lot

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

Product

The item(s) and services to be delivered to the Contracting Authority (Purchaser) by the Contractor (Supplier) under the Contract (in Annex 3, Draft Agreement referred to as "The System" or "Systems").

Proposal

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

Requirements

Regulations and Requirements pertaining to the Product to be provided.

Sub-Award Criteria

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

**Suitability Requirements**

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

Tender The Proposal or bid/quotation submitted by Tenderer in response to this Tender Procedure by which the Tenderer wishes to be eligible for this Contract.

Tender Procedure

The procedure used to procure the defined Product.

Tender Documents

All documents published or made available to Tenderers by the Contracting Authority for the purpose of this Tender Procedure (including this document and Annexes).

Tenderer

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

Terms and Conditions

General Government Purchasing Conditions [*Algemene Rijksinkoopvoorwaarden*] (ARBIT-2022). Please see Annex 7, ARBIT-2022.



Technical Definitions / Abbreviations

KNMI	The Royal Netherlands Meteorological Institute KNMI is the national service for Weather, Climate and Seismology. The Institute is an agency of the Ministry of Infrastructure and Water Management.
KLDN	KNMI Lightning Detection Network, the ensemble of Lightning Sensors (LS) and one or more Lightning Product Processors (LPP) in combination with the Lightning Maintenance Terminals (LMT).
System Component	A System Component is an entity within the system that can operate autonomous, independently from other System Components. System Components include exclusively: LS Lightning Sensor, LPP Lightning Product Processor, LMT Lightning Maintenance Terminal
LDDS	Lightning Detection Data Service. The ensemble of activities and services undertaken to implement effectively the KLDN. Hardware related to the KLDN is not owned by KNMI.
LS	Lightning Sensor: Hardware and software, collectively forming the System Component that performs all tasks necessary for data acquisition, applying preprocessing on acquired data into data that is send to LPP. This includes control and housekeeping matters.
LPP	Lightning Product Processor: Hardware and software, collectively forming the System Component that performs computing tasks necessary for data acquisition, applying filtering, calculation of Lightning Locations and parameters, performing conversion into KNMI Lightning Data Model, and dispatch to Receptors. This includes control and housekeeping matters.
LMT	Lightning Maintenance Terminal Hardware and/or software, collectively forming the System Component that performs tasks necessary for maintenance. Such as data analysis, System Configuration, inspection of Data, Products, and Log messages.
CPE	Central Processing Environment, The computing platform (hardware configuration and operating system) the LPP shall run on. The CPE shall conform to the KNMI install base
KLiDIM	KNMI Lightning Data Information Model describing the information that shall be output by KLDN in a prescribed format
Receptor	Any system connected to the KNMI LAN, that may receive or request data from the KLDN or LS.
Product	A Product is a file containing lightning data, adhering to the KLiDIM messages that is produced by the KLDN.
ARBIT-2022	Algemene Rijksvoorwaarden bij IT Inkoop 2022 (General Government Terms and Conditions for IT-Contracts 2022).



1. Introduction

This is the Descriptive Document for the Public European Tender Procedure for the procurement of a Lightning Detection Data Service (LDDS) by the Contracting Authority. The tender procedure is managed by the Ministry of Infrastructure and Water Management, on behalf of the Royal Netherlands Meteorological Institute (KNMI).

The Ministry of Infrastructure and Water Management

The Ministry of Infrastructure and Water Management (the Ministry) is committed to quality of life and accessibility, with free traffic flow in a well laid out, clean and safe environment. The Ministry works on powerful connections by road, rail, water and air, provides protection against flooding, and promotes the quality of air and water and intends to make the Netherlands an accessible and safe country with a good quality of life. The Ministry promotes sustainability and the circular economy. The Ministry is supervising this Tender Procedure on behalf of the Royal Netherlands Meteorological Institute (KNMI), which is an administrative unit of the Ministry.

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

The Royal Netherlands Meteorological Institute (KNMI)

KNMI is the national institute for weather, climate and seismology. It is an agency of the Ministry of Infrastructure and Water Management. In its function as a national data and knowledge centre, KNMI acquires, processes and disseminates meteorological information to the general public, the government and the aviation and shipping domain. It does so in the interest of safety, the economy, and a sustainable environment.

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

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

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

1.1 Objective of the Tender

The Contracting Authority aims to enter into a Contract with one Contractor. See 2.1 for subject details of the description of the assignment.

1.2 Duration of Contract and Terms and Conditions

The initial duration of the Contract will be five (5) years, whereupon the Contracting Authority may unilaterally renew the Contract two times, firstly for a maximum term of three (3) years and secondly for a term of two (2) years. The total (foreseen)



maximum regular duration of the Contract will therefore be 10 years. Such duration is proportionate with the investments in measurement- and data-equipment that the successful Tenderer is expected to make, and with relatively high transaction costs of contracting a supplier.

The Contract shall be concluded in English language, according to the model in Annex 3. The Contract is subject to the Terms and Conditions, i.e. ARBIT-2022 (Annex 7). Tenderer's own (sales) terms and conditions will not be accepted. Should Tenderer declare its own (sales) terms and conditions applicable, then the Contracting Authority has the right to demand a rectification from Tenderer and to exclude him in case of its refusal.

1.3 Combining / Parcelling out

The data service shall be procured in one parcel.

1.4 Estimated value of the assignment

The maximum contract value is based on the supplier's tender price, considering KNMI's requirements and current market conditions. The estimated contract value for a contract period of 10 years is € 1.275.000 (excl. VAT).

The above amount is an obligatory estimate (indication) only; Candidates cannot derive any rights and/or obligations from the amount.

1.5 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 1, 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 3.3 of this Descriptive Document.

1.6 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 (BPQR).

The best price/quality ratio is determined using the "price per point" methodology. The winning tender has the lowest price per quality point.

Formula:

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

The winning tender has the lowest price per quality point.



1.6.1 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 above formula.

The Tenderer will state its prices by completing the Pricing Sheet (Annex 2) in full and without reservation. Options (see paragraph 2.8) are part of the pricing sheet, but not part of the assessment.

See paragraph 5.2.8, for details on pricing.

1.6.2 Subcriterion Quality

If you comply with all the mandatory requirements as described in the PoR Annex 01, you will receive 700 points. You can score an additional 300 point on the Sub-Award criterion. The total number of points to be obtained for all sub-award criteria (including the mandatory requirements) is: 1000 points (*total quality score*).

The minimum and maximum number of points to be achieved per Sub-Award criteria is explained in paragraph 5.2.

1.6.3 Variants

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



2. Description of the assignment

2.1 Subject

Alerting for hazardous weather to its contractual partners and the general public is a primary duty of KNMI. Lightning data can be one of the triggers for such an alert. This is one reason why lightning data are crucial for KNMI.

The climatology of lightning data and studies on the properties of lightning are also part of the research KNMI is performing. This means that KNMI strives to be granted full access to resources of the properties and data of the KLDN, insofar as they are preconditions to fulfill the duties of KNMI on the research of lightning.

Maintaining Continuity in Lightning Detection Data: Key Uses

The continuity of lightning detection data is crucial for the diverse range of applications currently facilitated by KNMI. In general, these include:

- **General and Short-term Forecast** KNMI uses lightning data overlay on radar imagery for accurate short-term forecasts, indicating severe weather due to well-developed convection.
- **Weather Warnings** Timely alerts for thunderstorms and severe electrical storms are generated to ensure public safety, relying heavily on lightning data.
- **Aviation and Maritime Safety** Lightning data is critical for operations in aviation and maritime sectors, enhancing safety by updating systems like AUTO METAR and providing pilot briefings.
- **Airport Operations** Lightning data alerts ground staff at civil and military airports, particularly during and fueling operations.
- **Commercial Forecasting** Businesses receive accurate weather forecasts that incorporate lightning data, supporting operational planning and decision-making.
- **Event Safety Planning** Lightning data assists in planning and executing large outdoor events by assessing and mitigating the risk of lightning.
- **Infrastructure Protection** KNMI advises on developing building codes and infrastructure projects to withstand electrical storms, ensuring structural stability and longevity.
- **Climate Research.** Analyses of the frequency and intensity of lightning and storm events contribute to climate pattern and trend studies and future climate scenarios.
- **Weather System Analysis** Lightning data aids in the synoptic analysis of storm development and movement, enhancing predictions and preparations for weather changes.
- **Nowcasting** KNMI issues immediate forecast of storm formation, intensity, and movement, crucial for real-time weather updates, thereby utilizing real-time lightning data.
- **Cb/TCu Detection** Automated detection and prediction of Cumulonimbus and Towering Cumulus development are supported by lightning data inputs.
- **Severe Weather Impact Alert** Lightning data contributes to the accuracy of alerts for thunderstorms issued by KNMI.
- **Climatological Services** Provides reports on lightning occurrences to the public, supporting climatological awareness and education.



- **Climatological Archive** Archives both lightning detection and raw data for future climatological research and reprocessing.

Each of these applications relies on the uninterrupted and reliable flow of data underscoring the importance of maintaining robust, timely and uninterrupted data collection and analysis capabilities.

Since 2014, KNMI is using lightning data from Meteorage. The current agreement will expire by August 2025. In order to sustain its duties, such as delivery of lightning detection data to its contractual partners and other interested parties KNMI has initiated a new procurement procedure to purchase lightning data from a supplier which is able to fulfill the conditions laid down in this Tender and especially in the Programme of Requirements.

KNMI is legally responsible for delivering data to other (semi-)governmental bodies. Tenderer shall be aware that delivery of lightning data by KNMI to (semi-) governmental bodies shall be included in the bid. See also (PoR. Annex 1), 2.1 Provider specific requirements, no. 36 'Delivery of Data to (Semi-) Governmental Parties' .

2.2 Reason for a European Tender Procedure; GPA

The probable size of the contract exceeds the threshold for European Tendering. KNMI therefore sets out the purchase request as a European Tender Procedure.

Due to national safety reasons the rules of the Government Procurement Agreement (GPA 2012) apply for this European tender. This means that the Contracting Authority reserves the rights to exclude Tenderers that registered or located in countries that are not a registered party of the GPA. A complete list of the GPA parties is available on the website of the [World Trade Organization](https://www.wto.org/).

2.3 Aim

The purpose of the tender process is to conclude one contract between KNMI and one capable supplier, who will deliver the lightning data, and related services, concurring with the requirements on quality and timeliness.

The tender encompasses the procurement of advanced lightning detection data services specifically tailored for the Netherlands and the Dutch Caribbean municipalities of Bonaire, Sint Eustatius, and Saba (collectively known as the 'BES Islands'). See Annex 04 for more details on the coverage area.

It is important that the selected supplier shall provide after-sales services during the total duration of the contract. These services shall in particular consist of

- i. Providing adequate technical support for the use of the data as to secure proper functioning of the Products as specified in the Programme of Requirements, e.g. ICT support.
- ii. Scientific support for clarifying the content of the data. After acceptance, technical and scientific support may be provided on-line by staff involved in the production of the Products, on the internet, by phone and email, in the English language.



After installation and acceptance, technical and scientific support may be provided on-line by staff involved in the production of the Products, on the internet, by phone and email, in English language.

A detailed list of requirements and desirables for the lightning detection data services is provided in Annex 01: Program of Requirements and Desirables.

2.4 Acceptance

After supplying the Product and after installation of the software, a SAT will be performed. If the Product works well during the SAT, its delivery will be accepted. That does not affect the obligation for the Product to fulfil all requirements during the entire contract period, nor the right of the Contracting Authority to demand repair, to return or reclaim the Product, or to ask compensatory damages in case of malfunctioning during the entire contract period.

2.5 Policy principles

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

2.5.1 Sustainability

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

The Contracting Authority is of the opinion, that the environmental impact of measurement equipment and use of electricity for data-processing/storage is a main sustainability issue of this tender. The Contracting Authority seeks to contract a supplier that is aware of these issues and addresses them in the wider context of human rights and his supply chain.

Therefore, the Contracting Authority has developed a method to score the approach of Tenderer to those issues, see paragraph 5.2.7 sub award criteria no. 8.

2.5.2 Social terms and conditions

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

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



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

Therefore, the Contracting Authority has developed a method to score the approach of Tenderer to those issues, see paragraph 5.2.7 sub award criteria no. 8.

2.6 Variants

Submitting variants of these assignments is not permitted.

2.7 Changes in scope

The political field in which the Contracting Authority operates is complex and in a state of flux. Because of the economic situation and tasks imposed by politics, a change in the organisation and consequently a change in its needs cannot be ruled out during the term of the Contract. Contracting Authority reserves the right to change the assignment accordingly, in consultation with Contractor.

2.8 Options

The Contracting Authority takes into account that the following optional services may, in the future, be included in the Contract as supplemental services, the options are described in the PoR Annex 01, no. 16 and no. 39:

Option no. 16	(Future) Enhanced Detection Efficiency in BES(S) Airport Areas
Option no. 39	Delivery of Historical Display to the general public with Time Resolution

The contracting authority is not obliged to purchase the desired optional components, products or services.



3. Tender procedure and Tenderer Requirements

This tender procedure is carried out in accordance with European Directive 2004/18/EC, which has been implemented in the Dutch 2012 Tender Act.

This tender procedure has commenced with the announcement of the contract on TenderNed and Tender European Daily.

3.1 Public tender procedure

The scope of the assignment exceeds the European threshold amounts. In view of the nature of the assignment, the nature of the market and the number of potential Tenderers, we have opted for the European Public Procedure.

This public tendering procedure, pursuant to the Dutch Public Procurement Act 2012 (AW2012), will be conducted entirely online through the TenderNed platform. Detailed instructions on using TenderNed are available at TenderNed voor [ondernemingen](#) | TenderNed.

3.2 Time Planning

The table below reflects the time planning of the tender procedure. The planning is indicative and Tenderers cannot derive any rights from it. The Contracting Authority reserves the right to adjust the planning as it sees fit.

Activity	Date
Contract notice (publication) through TenderNed	Friday, February 21, 2025
Submission of questions latest by	Friday, March 7, 2025
Publication of Information Memorandum	Monday, March 24, 2025
Deadline for submission of Tenders	Friday, April 4, 2025
Announcement of "Intention to award"	Tuesday, May 27, 2025
Suspensive period (20 calendar days) until	Tuesday, June 17, 2025
Final award	Tuesday, July 15, 2025
Contracting	Tuesday, July 29, 2025
Presumable commencement date of Contract	Tuesday, July 29, 2025



3.3 Structure of Tender

Tenders must be structured as follows:

Contents		Format (Annex)
1.	Cover letter	None (Cover letter is Free format) Signed
2.	Extract from the Chamber of Commerce	An extract from the Chamber of Commerce must be attached to the cover letter.
3.	Tenderer's Statement	Tenderer's Statement (ESPD). Completed and Signed Please note; if Tenderer consists of a consortium of multiple parties, possibly multiple ESPD's are mandatory, see paragraph 3.4 & 3.5.
4.	Programme of Requirements	Annex 1 – Programme of Requirements (PoR) A fully completed and Accepted copy of the Program of Requirements By signing the Pricing Sheet, the Tenderer confirms explicitly that he accepts and fulfills all mandatory requirements from the PoR (and all other conditions of the Tender).
4a.	Substantiation of all M I requirements	Free format. Tenderer has to submit a credible explanation/information or evidence as described in the PoR (with clear reference to the involved requirement). Include with the substantiations.
4b.	Detailed Coverage Maps for M C #3, #4 & #5	Free format. Tenderer has to submit a credible explanation/information or evidence as described in the PoR (with clear reference to the involved requirement). #3 Coverage NL25, Benelux, #4 Coverage NL23, Western Europe (WEU), #5 Coverage BES Islands, Caribbean Netherlands (BES). Include with the substantiations.
4c.	Documents for (Sub) Award Criteria 2 - 8	None (Free format). Expected content as stated in paragraph 5.2 Submit separately in a pdf. All Substantiations (preferably combined in one PDF-document) must be submitted with a clear reference to the requirement involved.
5.	Pricing Sheet	Annex 2 - Pricing Sheet Completed and signed. Submit separately in a pdf.



Contents		Format (Annex)
6.	Reference Contracts form(s)	Annex 11 - Reference Contracts Model
7.	Guarantee Model	Annex 12 - Guarantee Model (when applicable)

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

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

Please do not attach documents that are not explicitly requested.

Please note! It is not permitted to change the fixed, already completed texts of the standard forms.

Please note! The documents must be signed by the person **authorized** to sign the documents on behalf of your organization. The documents that have to be signed in this Tender must be signed by a **legally valid representative of the company**, as evidenced by the extract of the Chamber of Commerce (that has to be added to the Cover letter). This means that the person who signs the Tender must be registered in the commercial register as authorized person of representation of the company and that the power of representation of that person must extend to at least the amount of the value of the Contract. If there is an authorization to a different person, a **power of attorney, clearly declared applicable to this procurement procedure, from a person who is authorized to represent (see above) must be filled in**. If several extracts of the Chamber of Commerce are necessary to prove the authorization to sign (for example if there is a holding structure), **these additional extracts must also be enclosed**.

3.4 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 just 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 the satisfaction of the Contracting Authority, all Tenders from members of this group of companies will be excluded from the tendering procedure.

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)**, provided by the tender platform). 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. 3.5), the ESPDs of both you and the third party on which you rely must be submitted.

3.5 Formation of Consortium and Subcontracting

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 the 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. 2.4.2), both the ESPDs of all members and the ESPD of third party on which the consortium relies must be submitted.

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 12), confirming that the third party will act as guarantor, or must submit a holding statement in accordance with article 2:403 member 1 sub f of the Dutch Civil Code.

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.

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. The term subcontractor, as used here, means that the capacities of the subcontractor must not be used to meet the eligibility requirements.

It is not strictly required but if 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 giving details of the subcontractors.

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

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.

3.6 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 statutory documents are:

Documentary Evidence	Document Validity Period
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: Obtaining these documents may take some time. Therefore, request these documents timely.

Tenderers/subcontractors from countries other than the Netherlands may also submit data and documents substantiating that one or more Grounds for Exclusion do not apply to them.

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).

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

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

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

Please note: the wording in the ESPD has changed compared to the ESPD used before April 2024. For example, you now need to enter "yes" to indicate that the exclusion grounds do not apply to you. We advise you to carefully review and complete the modified ESPD. If you have any questions about this notification, the (use of the) ESPD, or other procurement law issues, please contact us so we can help where needed!

3.7 Facultative Grounds for Exclusion

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

Note. In Part III C of the ESPD you must declare first whether 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 section do not apply to you and – if applicable – your subcontractor.

For Dutch economic operators, these documents include:



Ground for Exclusion	Documentary Evidence	Document Validity Period
Bankruptcy or liquidation (Article 2.87(1)(b) of the AW2012)	An Extract from the trade register of the Chamber of Commerce	This extract may not be older than 6 months calculated from the date of submission of your Tender
Grave professional misconduct and distortion of competition (Article 2.87(1)(c) and (d) of the AW2012)	A 'Certificate of Conduct for Procurement' issued by the Central Agency Good Conduct Certificates	The certificate of conduct may not be older than two years calculated from the date of submission of your Tender
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	This statement may not be older than 6 months calculated from the date of submission of your Tender
Other facultative grounds for exclusion are: violation of applicable obligations in the field of environmental, social and labour law ¹ , conflict of interest, inside information, past performance and/or false statements, 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 format required	

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

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

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

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

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



3.8 General Eligibility Requirements

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

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

- professional competence
- financial and economic capacity.

3.8.1 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! An electronically submitted digitally certified extract counts as a legally valid piece of evidence. A printed or scanned version of a digitally certified extract is also accepted, provided that the original electronic version can be shown on request.

3.8.2 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 a currently valid document, such as an Approved Annual Report, Audit Certificate, assessment or compilation report within 10 working days of a request of the document. The document shall not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
- 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 for it 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, then the third party must also sign the ESPD and sign the Guarantee Model (Annex 12) confirming that the third party will act as guarantor or must submit a holding statement in accordance with article 2:403 member 1 sub f of the Dutch Civil Code.

3.9 Specific Eligibility Requirements: Technical and Professional Ability

3.9.1 References

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



Tenderer has proven/demonstrable experience in delivering and providing Lightning Detection Data for (a) national meteorological institute(s), with Coverage NL25 (Benelux) and Coverage BES (Caribbean Netherlands) for a value of at least 25.000 euro per year for Benelux and at least 10.000 euro per year for BES, during the last three years preceding the date for submission of the Tender.

Conditions for the reference(s):

- If a contract that has not yet been completed is used, only the actual result of the contract may be specified, not a forecast of the expected result.
- The reference contract may not be older than three years calculated from the closing date for submission of the Tender.
- If you are relying on a third party for the reference, this third party must also be engaged for the present contract and noted in Part 4a of Annex 11 (the Reference Contracts Model).
- If the reference contract has been performed by a consortium, you must clearly state which part of the contract is performed by whom and noted in Part 4a of Annex 11 (the Reference Contracts Model).

Reference contracts that do not satisfy the above competencies and conditions are invalid and will not be included in the assessment of the Tenderer.

The Tenderer must complete and submit the Reference Contracts Model (Annex 11) 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.

3.9.2 Quality Management

The Contracting Authority requires that quality management is embedded and applied in the Candidate's organization. The Candidate shall do so in accordance with a quality management system comparable to (or equal to) ISO 9001:2015. This means that the Candidate can submit at least the following with regard to its quality management system:

- a. A description of the quality management system, including its scope;
- b. A description of the objectives;
- c. A table of contents of the quality manual(s), including protocols and working methods;
- d. A description of how periodic improvement will be achieved;
- e. The appointment of the implementation date (at least 1 evaluation cycle should already have been carried out) and the contact person within the organization in charge of implementation;
- f. The way in which the system will be assessed internally and externally, including details of implemented and planned assessments and of the external assessor.

By signing the ESPD form, the Candidate confirms that it meets this requirement. If the Candidate is a Combination, this requirement must be met by all members of the Combination. The Contracting Authority reserves the right to request additional information/evidence regarding the quality management system during the verification.



Verification Document(s):

Description of its quality management system drawn up by the Candidate (free of form), with (at least) specification of parts a) through f), as described above. If the Candidate has an ISO-9001 certificate, this will suffice. If you are considered for award of the Contract/agreement, you will be required to submit the requested document(s), within 10 working days upon request.

3.9.3 Data Security Management

The Contracting Authority requires that data security management is firmly embedded and actively applied within the Candidate's organization, in alignment with ISO/IEC 27001:2022 or an equivalent information security management standard. The Candidate must demonstrate the following elements within their data security management system:

- a. A comprehensive description of the data security management system, including its scope;
- b. Clear objectives specifically focused on data security;
- c. A table of contents for the data security manual(s), covering protocols, working methods, and procedures;
- d. A description of the approach for continuous improvement in data security practices;
- e. Documentation of the implementation date (with at least one evaluation cycle completed) and the appointment of a contact person responsible for data security management;
- f. An outline of internal and external assessment processes, including details of completed and planned assessments, along with information about the external assessor.

By signing the ESPD form, the Candidate confirms compliance with this requirement. If the Candidate is part of a consortium, each member must meet this requirement. The Contracting Authority reserves the right to request additional information or evidence regarding the data security management system during the verification process.

Verification Document(s):

A description of the data security management system prepared by the Candidate (in free format), including items a) through f) as outlined above. An ISO/IEC 27001 certification will suffice if available. If you are considered for award of the Contract/agreement, you will be required to submit the requested document(s), within 10 working days upon request.

3.10 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, your Offer will be excluded.

If you believe that you have taken sufficient measures and have adjusted your business operations with regard to this ground for exclusion, you must indicate this in a substantiated manner on the ESPD. If the Contracting Authority considers that substantiation 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 (based on the legal principal 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 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. Section 3.4 contains a table listing who must provide what and when.

3.11 Russian parties

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



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. The Tenderer must know the Tender submitted holds a one-time and final offer. The European Public procedure does not offer room for conducting negotiations. This means that:

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

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

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

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

4.2 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:	Han Kahraman (han.kahraman@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.

4.3 Information, 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, and latest with your questions, using the form in Annex 9 (we prefer that you make use of Annex 9, for the Information Memorandum).

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, which shall become an integral part of this Descriptive Document. The Contracting Authority will organise one round for questioning. The closing date for the submission of the questions is shown in the Time Planning. The Contracting Authority may adjust those dates and the Time Planning.

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

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

Contradictions, inadequacies and/or objections

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

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

Tenderers are expected to adopt a proactive attitude. This means that a Tenderer cannot make any lawful appeal to inadequacies or contradictions that it has not reported within the timeframe specified above, whereas such would in reasonableness



have been possible. In this situation, a Tenderer will have forfeited its rights with regard to such inadequacies or contradictions.

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

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

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 English. The language used in the Tender Documents, the tendering procedure itself and the performance of the agreement is in English. Documents to be submitted by the Tenderers must be in the Dutch language or English language. If the requested information constitutes an official document that is not available in Dutch or English, an English translation must be submitted in addition to the original document. Translations costs are the responsibility of the Tenderer.

4.5 Suspension / Termination of the Tendering Procedure

The Contracting Authority reserves the right to suspend or terminate the tendering procedure at any time, without liability for compensation. Reasons for termination may amongst others include the withdrawal of political support or financial budget. You will be notified by the Contracting Authority of any suspension or termination.

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

4.6 Compensation for High Costs of a Tender

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

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 section will also be maintained if the tendering procedure does not lead to the conclusion of an agreement.

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

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

4.8 Legal Protection

Tenderers can submit a complaint during the tendering procedure when they have objections to the award decision or the tendering procedure.

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, Tenderer should provide a clear and reasoned explanation of the aspect of the tendering procedure to which your complaint relates. The complaint will be dealt with as soon as possible by an independent expert within the organisation of the Ministry of Infrastructure and Water Management.

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

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

Preliminary Relief Proceedings

In case that Tenderer has objections to the award decision, he can institute summary proceedings ("kort geding procedure") within 20 calendar days of the notification of the award 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 Tenderer does not institute summary proceedings during this period, his rights to challenge the selection 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).



5 Assessment Procedure

5.1 General

For the purpose of this tender procedure, the Contracting Authority has composed an assessment committee responsible for the award process. The assessment committee is composed of experts that are knowledgeable in areas relevant to the Tender.

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

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.

In case of missing or uncompleted documents, the Contracting Authority may request Tenderer to supplement them in addition. This can however not be applied to material content of the offer, i.e. documentation needed for scoring on award criteria, including the price.

As regards obvious errors and omissions in the Tender, for example in the pricing sheet, the Contracting Authority may clarify them with Tenderer and apply the logical correction. This may however not lead to a material change of the offer (award criteria).

5.2 Sub award criteria

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

These sub award criteria are Desirables, i.e. Desired Requirements, that are also stated in the Programme of Requirements (Annex 1).

Each Desirable in Annex 1 is categorized as one of the following types:

- **D C for "Desirable Closed":** This type of Desirable can be answered by Tenderer with either Yes or No. A Yes answer will be awarded the maximum score, while a No answer will receive a score of 0.
- **D O for "Desirable Open":** This type of Desirable requires a more detailed response, where Tenderer must provide a substantiation explaining to what extent the Desirable is met. The KNMI assessment team will evaluate the substantiation and assign a score between 0 and the maximum, based on both the general assessment guidelines and the specific criteria outlined in column F of the respective Desirable. The substantiation must adhere to the maximum length specified in column F of Annex 1.

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



Valuation	% of maximum number of points that can be attained
Excellent: The consideration and implementation of the sub-award criterion: • fully addresses what was requested; • meets all required aspects; • provides IenW with additional added value that is specifically substantiated.	100
Good: The consideration and implementation of the sub-award criterion: • is well suited to what was requested; • meets all required aspects; • provides IenW with no additional added value beyond what was requested.	75
Satisfactory: The consideration and implementation of the sub-award criterion: • adequately meets what was requested; • only scarcely or largely meets the required aspects; • scantily accommodates the needs and wishes of IenW.	50
Insufficient: The consideration and implementation of the sub-award criterion: • does not sufficiently address what was requested; • does not consider all aspects; • has not been considered and implemented in sufficient detail and/or does not give a realistic impression.	25
Not submitted: The sub-award criterion was not adequately defined/submitted or the specification was not relevant or does not tie in with what was requested.	0

References to external documents are permissible within the substantiation, provided that the following conditions are met:

- It must be unambiguous what document is being referred to.
- The document being referred to must be attached to the Tender submission.
- All references must specify the location within the document with a precision of a page or more precisely.
- No more than five references are allowed per substantiation.

For detailed instructions, please refer to the "Instructions and Explanations" sheet in Annex 1. It is crucial to review this information carefully, as it contains essential guidance. In the event of any discrepancies between this section of the Descriptive Document and Annex 1, the information in Annex 1 will take precedence.

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



	Sub award criteria	PoR Desirable #	Type	Maximum points	Form ²
1	All Mandatory requirements	M C / M I	Closed and Information	700	As described in PoR
2	Extended Coverage BES Islands & Suriname	6	Closed	50	Test reports, reports of actual measurements by Tenderer, No fixed format
3	Enhanced Detection Efficiency in the North Sea Area - Amsterdam	9	Open	90	Test reports, reports of actual measurements by Tenderer, No fixed format
4	Cloud-to-Cloud Detection Capabilities for BES(S)	19	Closed	20	Test reports, reports of actual measurements by Tenderer, No fixed format
5	Streaming of Data	28	Open	90	Test reports, reports of actual measurements by Tenderer, No fixed format
6	Enhanced Recovery	31	Closed	20	Own confirmation by Tenderer, No fixed format
7	Access to Raw Data	41	Closed	15	Own confirmation by Tenderer, No fixed format
8	Human Rights Risk Planning	44	Open	15	Own description, No fixed format
	TOTAL			1000	

5.2.1 Sub award criterion 2, Extended Coverage BES Islands & Suriname

The tenderer's system should provide coverage for the BESS region, including the islands of Bonaire, Sint Eustatius, Saba, and Suriname. See Annex 4 for detailed coverage boundaries. Tenderer must provide detailed coverage maps to confirm compliance with this requirement.

This sub award criterion is a Closed Desirable: if the proof is accepted, 50 points shall be awarded. If the proof is not acceptable, zero points shall be awarded.

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



5.2.2 Sub award criterion 3, Enhanced Detection Efficiency in the North Sea Area – Amsterdam

Tenderer's system achieves a detection efficiency (DE) of at least 95% for lightning flashes with at least one stroke exceeding 5 kA in the North Sea area Amsterdam, containing the Amsterdam Flight Information Region (FIR) (EHAA) including North Sea Area V, with extended borders of 30km outside these areas. See Annex 4 for details. This is required for the production of AUTO METARs to support intense helicopter traffic.

This sub award criterion is an Open Desirable. Points will be awarded for the offered solution(s). The substantiation will be assessed, and a score is given between 0 to 90 points. The tenderer must provide sufficient information to evaluate this item, limited to 6 pages (A4 size, 11-point font, single-spaced lines, including figures); additional supporting documents (test reports etc.) may be submitted additionally.

The scale for awarding points is stated above and in Annex 1, first tab – Instructions and Explanations

5.2.3 Sub award criterion 4, Cloud-to-Cloud Detection Capabilities for BES(S)

Tenderer's system must detect cloud-to-cloud (CC) lightning discharges. Lightning events must be classified into cloud-to-ground (CG) and cloud-to-cloud (CC) groups, with a classification accuracy of more than 80% of recorded cases.

This sub award criterion is a Closed Desirable: if the proof is accepted, 20 points shall be awarded. If the proof is not acceptable, zero points shall be awarded.

The tenderer must provide sufficient information to evaluate this item, limited to 2 pages (A4 size, 11-point font, single-spaced lines, including figures); additional supporting documents (test reports etc.) may be submitted additionally. This applies to BESS if Sub award criterion 2 is answered with 'yes', otherwise it applies to BES.

5.2.4 Sub award criterion 5, Streaming of Data

Tenderer may offer a solution for streaming lightning data. For streaming data, lightning events should be delivered to KNMI within a maximum of 15 seconds after the event occurs. The proposed streaming method(s) must be clearly described. Points will be awarded based on the quality and effectiveness of the proposed solution(s). Evaluation criteria are described in detail in Annex 10: 'Streaming Data Evaluation Criteria'.

This sub award criterion is an Open Desirable. The proposed streaming method(s) must be clearly described. Points will be awarded based on the quality and effectiveness of the proposed solution(s). The substantiation will be assessed, and a score is given between 0 to 90 points. Tenderer must provide sufficient information to evaluate this item, limited to 3 pages (A4 size, 11-point font, single-spaced lines, including figures); additional supporting documents (test reports etc.) may be submitted additionally.

The scale for awarding points is stated above and in Annex 1, first tab – Instructions and Explanations.



5.2.5 Sub award criterion 6, Enhanced Recovery

In the event of a production or delivery failure, the recovery must be automatic. Additionally, the 24-hour accumulation must be stored on the tenderer's servers for 6 months to ensure availability for KNMI in case of disruptions in normal data delivery. This sub award criterion is a Closed Desirable: if the proof is accepted, 20 points shall be awarded. If the proof is not acceptable, zero points shall be awarded.

The tenderer must provide sufficient information to evaluate this item, limited to 2 pages (A4 size, 11-point font, single-spaced lines, including figures); additional supporting documents (test reports etc.) may be submitted additionally.

5.2.6 Sub award criterion 7, Access to Raw Data

For purposes of scientific research, KNMI shall have access to the raw unprocessed data, gathered by all the lightning sensors, delivering data for the described covered areas. KNMI shall be granted delivery/access to raw data, with less than 24-hour delay, in the format of the tenderer. The format of the raw data shall be disclosed to KNMI. KNMI will use these data only for scientific use within KNMI exclusively. Note: KNMI did not use this option in the last 10 years.

This sub award criterion is a Closed Desirable: 15 points shall be awarded if this option is available, else zero points shall be awarded.

5.2.7 Sub award criterion 8, Human Rights Risk Planning

The Contracting Authority seeks to stimulate tenderers in their effort to identify and assess human rights risks; to prevent or mitigate them; to remedy their effects, if they already occurred; to monitor the effectiveness of their measures, and to improve them; and to report to the public on their performance in this respect. For this purpose, the Contracting Authority requires tenderers to submit a Human Rights Risk Planning, of maximum 4 pages (font size 11, normal margins) in which they explain the current status and their approach in this field, with special regard to circumstances of labour and the environment in their supply chain and in their own operations. They should also explain their view on the supply chain and disposal of measurement equipment and on the use of electricity for their ICT, especially in relation to data processing/storage.

The Planning must comprise the following elements:

- Description of the system that tenderer has in place to monitor and manage risks related to human rights, including the environment (pollution, nature/biodiversity), in the supply chain and in own operations; especially regarding supply chain and disposal of measurement equipment and the use of electricity for their ICT, especially in relation to data processing/storage.
- Description of the current status – identified risks
- Description of executed and planned measures to prevent or mitigate the risks; to remedy their effects, if they already occurred; to monitor the effectiveness of the measures, and to improve them; and to report to the public on their performance in this respect.

This sub award criterion is an Open Desirable. The proposed streaming method(s) must be clearly described. Points will be awarded based on the quality and effectiveness of



the proposed solution(s). The substantiation will be assessed, and a score is given between 0 to 15 points.

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

5.2.8 Pricing

Tenderer is requested to quote prices according to the tables / structure as appended in Annex 2 – Pricing Sheet.

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

- Prices must be in Euros and excluding value added tax, but including customs duties other import/export charges, transport and installation costs to/at the specified site(s) of KNMI.
- The price per item is a fixed amount valid for the duration of the Contract and "all-in", i.e., inclusive of all additional costs such as (but not limited to), for example, travel expenses, accommodation expenses, administrative expenses and overheads. The price per item may be subject to indexation on the basis of statistics for annual inflation in industrial sectors of the National Bureau of Statistics- CBS, this is included in the Draft Agreement, Annex 3.
- The price should include all costs for providing the data according to the PoR during the possible total contract duration of 10 years.
- All prices must be 'in line with market conditions' and 'realistic'. This means that all prices and rates must be proportional to the effort and costs that the Tenderer must deliver in providing the Product (including all related services and products/supplies);
- Any discounts to be offered must be incorporated into the tender sum.

While the Contracting Authority reserves the right to end cooperation after 5 and 8 years respectively, the clear intention is to cooperate with the successful Tenderer for a period of 10 years. The price to be compared in the Tender therefore is the price for the supply of the Products for a period of 10 years. The price has to be stated in the Pricing Sheet (Annex 2).

5.3 Assessment process

Assessment of the Tenderer and the information/documents submitted by the Tenderer will take place in the following stages:

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

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



- The Tender and the accompanying forms have not been signed by the person authorised to do so;
- The requested information has not been submitted in the prescribed language.

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

2. At the second stage, the Contracting Authority evaluates the Grounds for Exclusion and eligibility requirements. This is where we look at your eligibility as a Tenderer. If one or more of the grounds specified in Chapter 3 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, (knock-out) Mandatory Requirements for award apply, which are set out in section 1.5. This includes an assessment of the information that is provided for the Mandatory Requirements for which information is requested (M I) and the detailed coverage maps of requirements MC #3, #4 and #5 described in Annex 1. If your Tender does not meet these or the other requirements specified in Chapter 1, it will be set aside.

4. At the fourth stage, your Tender will be assessed on the elaboration of the sub-award criteria described in paragraph 5.2.

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.

5.3.1 Individual assessment

Each member of the assessment committee first assesses the Tenders received on an individual basis and awards an individual score with regard to each sub award criterion in accordance with the assessment method set down in this Descriptive Document.

5.3.2 Discussion of assessment and total score

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

5.4 Intended winner

The Tenderer that emerges as the Most Economically Advantageous Tenderer from the Price Per Point assessment will be awarded the assignment. This is the intended winner.

If two parties end up with the same score, the total number of points obtained for sub award criterion 5 will be the deciding factor. If two parties still end up with the same



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

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.

5.5 Objections to the award decision

Simultaneously with the announcement of the provisional intention to award to the winning Tenderer, the rejected Tenderers will be informed of the decision. They will receive a letter of rejection containing the reasons for rejection and the notification of the intended award to the winning Tenderer.

In case that Tenderer has objections to the award decision, he can institute summary proceedings ("kort geding procedure") within 20 calendar days of the notification of the award 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 Tenderer does not institute summary proceedings during this period, his rights to challenge the selection 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).

5.6 Verification

Simultaneously with the announcement of the provisional intention to award, the Contracting Authority will ask the winning Tenderer to provide within 14 days the following information:

- The evidence regarding the statements made by the winning Tenderer in his self-declaration (see paragraphs 3.6 up to and including 3.9);
- The Tenderer will also provide to KNMI a Lightning dataset in HDF5 KLiDIM v3.8 format (see Annex 06) over the period November 1st, 2023, up to November 1st, 2024. This shall contain 24-hour data containing the areas NL23 and NL25. Tenderer shall deliver this dataset to KNMI within 2 weeks of reception of the invitation to the procedure of verification.

During this phase, the following verification activities will be performed:

1. The Contracting Authority will verify the documentary evidence regarding the statements made by the winning Tenderer in his self-declaration (see paragraphs 3.6 up to and including 3.9);
2. Contracting Authority wishes to conduct a verification meeting. In this verification meeting the Contracting Authority wishes to verify if both parties understood each other completely and if compliance by Tenderer is permanently possible. KNMI's understanding of the explanations given by the Tenderer in response to all the Requirements will be discussed in order to verify them.



The verification meeting will be held at the head office of KNMI in De Bilt, in The Netherlands, within 2 weeks after the announcement of the provisional intention to award.

3. The dataset will be examined by the KNMI Validation experts, verifying all requirements listed in Annex 01 that can be verified with the provided dataset. This verification of the dataset will take 31 calendar days in total. If it appears during the verification that the dataset does not meet the requirements, the Tenderer will be given the opportunity to send a corrected dataset within one week, after notification.

In case the winning Tenderer fails to pass the verification, the Contracting Authority has the right to change the award decision. In that case a new provisional award decision will be made towards the Tenderer that finished second, and so on.



List of Annexes

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

- Annex 1, Programme of Requirements (and Desirables)
- Annex 2, Pricing Sheet
- Annex 3, Draft Agreement
- Annex 4, Coverage Areas
- Annex 5, Airport(s) & Images
- Annex 6, HDF5 Data Format Specification
- Annex 7, ARBIT 2022 (EN)
- Annex 8, Desirables & Substantiations Form
- Annex 9, Questioning form
- Annex 10, Streaming Data Evaluation Criteria
- Annex 11, Reference contract model
- Annex 12, Guarantee model