



Tender Document

Invitation to tender in accordance with the European open procedure for the procurement and processing of satellite data for the Netherlands Satellite Data Portal.

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Definition of terms

Tendering authority	The Netherlands Space Office, established by covenant between the Ministry of Economic Affairs, the Ministry of Education, Culture and Science, the Ministry of Infrastructure and the Environment (now the Ministry of Infrastructure and Water Management) and the Netherlands Organisation for Scientific Research (NWO) (government gazette 2008, no. 500).
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZ	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs (EZ) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs, who concludes the Contract with the Contractor on behalf of the Tendering Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.

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.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Data processing Agreement	An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract.

Added specific terminology

Term	Explanation
Acquisition	A set of multiple single satellite images acquired within one Acquisition period covering an entire AOI.
Acquisition period	The period in which the total Area of Interest must be recorded through the acquisition of multiple single satellite images covering the entire AOI.
Actueel Hoogtebestand Nederland (AHN)	A digital file with detailed elevation data for the entire Netherlands. See also: https://www.ahn.nl/ .
Area of Interest (AOI)	The target area(s). There are two target areas defined: AOI-1 includes the European part of the Netherlands, its inland waters, a buffer of 4 kilometres around the coastline, including the 2nd Maasvlakte, as well as the entire estuary of the Eems-Dollard, including German territory. AOI-2 includes the BES-islands (Bonaire, Sint-Eustatius and Saba), its inland waters, and a buffer of (minimum) 300 meters around the coast line. The target areas are shown in Annex 6a and 6b by means of a map and shapefiles.
Authorised end user	Refers to all Dutch legal entities, Dutch institutions and Dutch residents who are entitled to use the Raw data and Processed data and granted limited functionality in the Netherlands Satellite Data Portal's viewer.
BES	Refers to the three special municipalities of the Netherlands in the Caribbean:

Bottom of Atmosphere (BOA)	Bonaire, Sint Eustatius (Statia), and Saba. Refers to the radiance or reflectance measured at the Earth's surface, after atmospheric effects (such as scattering and absorption by gases, aerosols, and water vapor) have been removed from satellite imagery.
Cooling period	This refers to a defined interval during which no data is collected over the same area within the entire Area of Interest, following a completed single satellite image acquisition and preceding the next scheduled single image acquisition.
Co-registration	In this step, multiple bands of a satellite image are laid out relatively well, so that objects are represented as well as possible by the same (local) pixels.
Derivative Image Product (DIP)	Any product that is derived from the source data using a method that irreversibly modifies the source data, representing an intellectual or artistic creation of the mind.
Digital Elevation Model (DEM)	A digital representation of the Earth's surface elevations.
False colour	In this composite image, 1 visual channel is replaced by the near-infrared (NIR) band.
Geometric correction	This refers to the correct placing of the images with respect to a coordinate system. This is also often called 'georeferencing'.
Ground Control Points (GCPs)	Points that are visible in the satellite image and whose geographic location (geometric coordinates) is known. These points are used as reference points for the geometric correction.
Ground Resolved Distance (GRD)	The diameter of the circle around the centre of a sampling point on the ground, within which the sensitivity to radiation does not decrease further than half of that in the centre. This circle is also called GRC, Ground Resolved Cell.
Ground Sampling Distance (GSD)	The average distance between the centres of adjacent GRD areas, or the sampling distance, the distance on the ground between two consecutive pixels. The GSD is therefore also the 'square pixel' translation (and uniform representation) of the circle described above (GRC). The pixel dimension is the grid size of the image in which the sensor detections are displayed.
Mosaic	A product in which the pansharpened VIS images have been merged into one image of the entire area of interest.

MR/HR/VHR	The qualifications of the spatial resolution of satellite images. For this tender, these are defined as Medium Resolution (MR: 3 – 50 m), High Resolution (HR: 1-3 m) and Very High Resolution (VHR: 30 cm – 1 m).
Modular Transfer Function (MTF)	The degree of agreement in sharpness of the displayed image with reality is expressed with the Modular Transfer Function (MTF) at the Nyquist frequency, where an MTF@Nyquist of 0.5 is ideal and 0 is minimal. It essentially quantifies how well the system can transfer contrast from an object to its image, with a higher MTF value indicating better image quality and resolution.
Nationwide	A large Area of Interest of the size of an entire country such as The Netherlands.
Near infrared (NIR) Nederlandse Samenwerking Geodetische Infrastructuur (NSGI)	Spectral band in near infrared. The Cadastre, Rijkswaterstaat, and the Hydrographic Service of the Royal Netherlands Navy collaborate in the NSGI.
Orthorectification	They are responsible for establishing, maintaining, and publishing elements of the geodetic infrastructure. Correcting for 'distortion', which occurs in the horizontal plane due to relief, using a digital elevation model. The pixels are thus projected perpendicular to the reference plane.
PAN / panchromatic	This is the spectral band, which uses a large spectral area, and has a higher spatial resolution than the VNIR bands.
Pansharpening	A processing step in which satellite bands are combined with a higher resolution (panchromatic) band. For this, co-registration between the bands must take place.
Processed data	Raw data that have data undergone several processing (or pre-processing) steps defined in this Tender Document to correct and enhance the data and referred to as datasets 2 to 5. Processed data (datasets 2 to 5) fall under the category Value-Added Products.
Raw data	The satellite data, usually referred to as product level 1 data, that have not yet undergone the processing steps, such as geometric correction and orthorectification, pansharpening, production of composite images and mosaics. In general, it can be stated that all Raw data have been radiometrically corrected (value of the pixel). The Raw data are requested in this tender as dataset 1.

Registered end user	Refers to all Authorized end users registered by the Contracting authority with an account on the Netherlands Satellite Data Portal, with full functionality granted, including downloading functionality.
Root Mean Square Error (RMSE)	The aggregated measure of deviation between observations and predictions/expectations/models, this is defined as the square root of the average of the squares of all errors.
Satellite tasking	The process of requesting a satellite operator to direct their satellite to capture fresh imagery of your specified Area of Interest.
Signal-to-Noise Ratio (SNR) / Noise Level	A measure that represents the ratio of the desired measurement signal to the background noise. It can be expressed for an image as the average of the pixel values divided by the standard deviation of the pixel values.
Source data	All datasets requested in this tender. (unprocessed or Raw data and processed)
Top Of Atmosphere (TOA)	The radiance or reflectance measured by a satellite sensor at the top of the Earth's atmosphere. It includes the effects of the atmosphere, such as scattering and absorption.
Value-Added Product (VAP)	Any product that is derived from the source data that (a) still contains original pixel information from the Raw data, or (b) in which the original Raw imagery remains recoverable.
VIS	The 3 spectral bands in the visual part of the spectrum, namely blue, green and red.
VNIR	The 4 spectral bands, which is a collection of the VIS bands and the NIR band.
Web Map Tile Services (WMTS)	A standard protocol for serving pre-rendered or run-time computed georeferenced map tiles over the Internet, enabling efficient delivery of tiled geospatial maps for enhanced user experiences.

1 Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the purchase and processing of satellite data for the Netherlands Satellite Data Portal for the period from February 1, 2026 to February 1, 2029 with the option to extend three times by one year until February 1, 2032 at the latest.

You are hereby invited to submit a Tender based on this Tender Document.

1.1 Tendering Authority and IUC-EZ

This tendering process is being conducted on the instructions of the Netherlands Space Office. IUC-EZ will act as process manager during this tendering process.

The Netherlands Space Office (NSO) is the governmental Space Agency of the Netherlands. NSO's task is to advise upon and realise the national space policy. NSO reports, both financially and substantively, directly to a steering committee consisting of representatives of the Ministry of Economic Affairs, the Ministry of Education, Culture and Science, the Ministry of Infrastructure and Water Management and the Netherlands Organisation for Scientific Research (NWO).

1.2 Reason for this invitation to tender

In 2012, the Netherlands Space Office (NSO) has initiated a project to provide any Dutch entity with selected satellite data of The Netherlands, free of charge. This Netherlands Satellite Data Portal (SatDP) has successfully filled the gap of free data until the launch of the first Sentinel satellites. With the launch of the Sentinel-1A mission in 2014 and Sentinel-2A in 2015, the SatDP project entered a new phase. Higher resolution data, both radar data and optical data, were centrally purchased by the Dutch government and distributed complementary to the Sentinel data via the Netherlands Satellite Data Portal. This portal has developed into the platform in the Netherlands for access to high resolution satellite data in support of space applications. Data continuity is an important aspect in providing a reliable data source.

This invitation to tender provides information on the needs of the SatDP to provide Dutch entities with the proposed high resolution optical data. The radar data is supplied under an ongoing contract and is not part of this tender.

Over the years, the optical datasets have improved in spatial resolution from 2 meters (HR) to 30 centimetres (VHR). Steps have been taken to make the optical datasets more readily accessible. In addition to the unprocessed datasets, Processed datasets (by means of geometric correction and orthorectification, pansharpening, production of VIS and false colour image composites and VIS mosaics) are also offered via the Netherlands Satellite Data Portal with viewing and download function (www.satellietdataportaal.nl), an FTP server access ([ftp.satellietdataportaal.nl](ftp://ftp.satellietdataportaal.nl)), an API access (api.satellietdataportaal.nl) and finally via an OGC standard (web map service). The current contract for the purchase and processing of the optical data runs until February 2026. NSO intends to continue making optical data available via the Netherlands Satellite Data Portal in the coming years. NSO does not possess satellite sensors and recording capacity to collect such data. Moreover, the (timely) collection and processing of the data and delivery of it to the operational manager of the portal requires specialist knowledge, computer capacity and a timely and fast operational process.

For these reasons, the NSO is outsourcing this assignment to collect and process the optical data by means of this tender. It is doing so for a period of three years (1 February 2026 to 1 February 2029) with the option of three times an extension with one year until 1 February 2032 at the latest.

Because the processing of the satellite data depends on the data that will be collected and supplied, it was decided to combine the collection, supply and processing of optical satellite data in this tendering process. This procedure is not about making this data available in the Netherlands

The procurement and processing of satellite data for the Netherlands Satellite Data Portal

Satellite Data Portal. A current contract has been concluded for this purpose with the current operational manager of the Netherlands Satellite Data Portal until June 2027. The Tenderer must assume in the Tender that this contract will continue unchanged until at least 1 February 2032. If the operational management of the satellite data portal changes during the term of the assignment, the Contracting Authority will communicate this to the Contractor as soon as possible and a solution will be sought together to continue carrying out the assignment as well as possible, in the case where the change would have consequences for this assignment.

1.3 Time schedule

The schedule below applies to this tendering process.

August 22, 2025	Issuing of publication, start of tendering period.
September 22, 2025 at 09:00 AM CEST	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
October 2, 2025	Issuing of Memorandum of Information
October 13, 2025 at 9:00 AM CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
October 13, 2025 up to and including November 24, 2025.	Assessment of Tenders.
November 24, 2025	Announcement of the award of the Contract.
December 15, 2025	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
December 9, 2025	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
After December 15, 2025	Starting date of Contract.

If – in the opinion of the Tendering Authority – circumstances provide cause to do so, the Tendering Authority is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

2 Description of assignment

2.1 Description and objective of the assignment

Since 2012, the Netherlands Space Office has been purchasing satellite data on behalf of the Dutch government and making this data available free of charge to Dutch entities via the Netherlands Satellite Data Portal (<http://www.satellietdataportaal.nl>, [ftp.satellietdataportaal.nl](ftp://www.satellietdataportaal.nl) and api.satellietdataportaal.nl). The current contracts for the purchase and processing of the optical satellite data will expire on 1 February 2026. NSO intends to continue this facility for the coming years, thereby providing continuity to its end users, by purchasing new data for upcoming years, for a period of at least three years starting on February 1, 2026 to February 1, 2029 with the option to extend three times by one year until February 1, 2032 at the latest.

The activities within this assignment include the collection and delivery of raw VHR optical satellite data and the processing of this satellite data into usable products, which are made available via the Netherlands Satellite Data Portal.

During this assignment, cooperation must be established with the operational manager of the Netherlands Satellite Data Portal (currently Geoserve BV). The contract with the current operational manager of the portal runs until June 2027. It is therefore possible that the operational manager will change during the assignment.

2.2 Data use, access, intellectual property and licensing

2.2.1 Right of use

The right of use applies to the Raw data (dataset 1, as defined in paragraph 2.3.3132.3) and to the Processed datasets (datasets 2 to 5, as defined in paragraph 2.3.3132.3) that still contain all or substantially all of the pixel structure and information of the original Raw data.

The Contractor grants the Contracting Authority a non-exclusive, irrevocable right for an indefinite period to

- 1) grant basic access and user rights (view, query, web map services, and interact with the data in the Netherlands Satellite Data Portal's viewer) to the results of the Services to Dutch entities, referred to as Authorized end users;
- 2) grant full access and user rights (basic user rights, including extended functionality at the Netherlands Satellite Data Portal's viewer and download options) to the results of the Services to Dutch entities, referred to as Registered end users after registration by the Contracting Authority (now and in the future); and
- 3) publish the results of the Services, or have them published, on the Netherlands Satellite Data Portal.

2.2.2 Data access and distribution

NSO, as Tendering Authority, provides access to Raw data and Processed datasets to both the Authorized and Registered end users via the most suitable interface, currently in the form of the Netherlands Satellite Data Portal (www.satellietdataportaal.nl, [ftp.satellietdataportaal.nl](ftp://www.satellietdataportaal.nl), and api.satellietdataportaal.nl). The data are stored on the file server and can be accessed from there via FTP, RESTful API and API access via OGC standards. The data can be downloaded and used by all Registered end users, registered by the Contracting Authority. Registered end users have registered via the Netherlands Satellite Data Portal and will continue to do so. The registration is managed by the Tendering Authority, or a subcontractor of the Tendering Authority. By visiting and using the Netherlands Satellite Data Portal, the end users implicitly declares to be a Dutch legal entity, Dutch institution or Dutch resident, hence being an Authorised end user, and the end user undertakes to comply with the license conditions of the data provider. Upon registration, hence becoming a Registered end user, the end user explicitly declares to be a Dutch legal entity, Dutch institution or Dutch resident and the end user undertakes to comply with the license conditions of the data provider. The Contractor is aware of the prescribed way of user authorisation and data access and distribution, and accepts this as such.

2.2.3 Intellectual property

Intellectual property of the Raw data: The intellectual property of the Raw data (dataset 1, as defined in paragraph 2.3.3132.3) lies with the Contractor. In addition, all data that contains original pixel structure and information of the Raw data or can be traced back to these values are and remain the intellectual property of the Contractor.

Intellectual property of Processed data: The intellectual property of Processed data (datasets 2 to 5, as defined in paragraph 2.3.3132.3) will not be transferred to the Contracting Authority, nor to the Registered end users, as far as the data contains all or nearly all of the pixel structure and information of the original Raw data.

Intellectual property of Derivative Image Products: any product developed by a Registered end user and derived from the Raw data by a method that irreversibly alters the Raw data, and from which the pixel information of the Raw data can no longer be derived are Derivative Image Products. An Registered end user is entitled to use the Raw data and Processed data to develop, create, reproduce, distribute and sell Derivative Image Products. The respective Registered end user owns the intellectual property rights to the method(s) to obtain the Derivative Image Products and to the Derivative Image Products themselves.

The Contracting Authority and Authorized end users may display the data in small format (up to a certain maximum size, but not smaller than 1024 x 1024 pixels) in printed form on the world wide web with a correct source reference to the Contractor.

2.2.4 End user licence

The end user license agreement submitted by the Tenderer with the Tender is applicable, including the terms and conditions for the use of the Raw data products and the rights regarding Value-Added Products and Derivative Image Products (this must be submitted with the Tender, see paragraph 7.3.15). The Contractor grants permission to all Authorized end users the right to use these data, both unedited and processed, in the manner described in the Contractor's end user license agreement. The conditions in the Contractor's end user license agreement should be as open as possible for Dutch entities and should contain at least the user rights and intellectual property rights as outlined above and cannot be more restrictive than the license terms of the data portfolio in the Netherlands Satellite Data Portal at the time of proposal submission for this tender by the Contractor, see for reference: <https://www.spaceoffice.nl/en/satellite-data-portal/user-licenses/>.

2.3 Data delivery and processing

2.3.1 Area of interest

Area of Interest-1 (AOI-1)

Area of Interest-1 includes the European part of the Netherlands, its inland waters, a buffer of 4 kilometres around the coastline, including the *Tweede Maasvlakte* (part of Harbor of Rotterdam), as well as the entire Eems-Dollard estuary, including German territory. Annex 6a includes both a map and a shapefile of this Area of Interest.

Area of Interest-2 (AOI-2)

Area of Interest-2 is not part of the main project, but part of the revision clause (Section 2.6) and includes the three special municipalities of the Netherlands in the Caribbean (Bonaire, Sint Eustatius, and Saba) and a (minimum) buffer of 300 metres around the coastlines.

Note that AOI-2 includes three Areas of Interest referring to the three separate islands. Annex 6b includes both three maps and three shapefiles of this Area of Interest.

In general, the requirements for the BES islands (AOI-2) are the same as those for the Netherlands (AOI-1). Any deviations from these requirements are specified in Chapter 3.

When the text below mentions the “entire Area of Interest”, it refers by default to AOI-1. In case of invoking the revision clause (Section 2.6) the entire Area of Interest refers to either AOI-1, AOI-2, or both AOI-1 and AOI-2.

2.3.2 Acquisition period

To ensure comprehensive temporal coverage, the entire Area of Interest must be recorded multiple times per year. The following section outlines the required Acquisition periods and the minimum number of Acquisitions per year.

In the previous contract period, the Netherlands was recorded six (6) times a year according to the standard recording schedule below. In the last year some flexibility was implemented to better cope with weather conditions.

Previous Acquisition periods (begin date – end date)

Period 1: 1 March – 15 April

Period 2: 16 April – 31 May

Period 3: 1 June – 15 July

Period 4: 16 July – 31 August

Period 5: 1 September – 31 October

Period 6: 1 November – 31 January

For this contract period, pre-defined fixed Acquisition periods have been abandoned. Instead, the Tenderer is required to propose a suitable and feasible acquisition plan that ensures multiple recordings of the entire Area of Interest.

The Tenderer is required to propose an acquisition plan with a total amount of six (6) consecutive Acquisition periods per year. The length of the different Acquisition periods may vary, but the length of a single Acquisition period may not exceed the duration of three (3) months. A cooling period of two (2) weeks in between two consecutive single satellite images of the same area within the AOI has to be taken into account.

In order to be able to deal with windfalls or setbacks (e.g. adverse weather conditions) during execution of the assignment, it is allowed to shift the offered deadlines of the individual Acquisition periods with two (2) weeks, either forward or backward in time. The original schedule, including the offered deadlines for consecutive Acquisitions, shall remain fixed and shall not be adjusted, regardless of whether any allowed flexibility has been used in the preceding Acquisition period. Within each Acquisition period either a primary acquisition or a supplementary acquisition is offered by the Tenderer. A supplementary acquisition may not be succeeded by another supplementary acquisition.

- **Primary acquisitions:**

A baseline dataset comprising four (4) Acquisitions of the entire Area of Interest, evenly distributed throughout the year.

- **Supplementary acquisitions:**

An additional dataset with two (2) Acquisitions of the entire Area of Interest to densify the temporal coverage and enhance usability.

Different minimum quality requirements apply to each of the acquisition types. Any deviations between the acquisition types concerning the requirements are specified in Chapter 3. It is worth noting -perhaps redundantly- that the images included in the supplementary acquisitions may have identical specifications to those in the primary acquisitions. Both types of acquisitions must be offered as separate components, clearly distinguished in the proposal. The proposal, including both the primary and supplementary acquisitions, must remain within the maximum budget allocated for this contract.

Through this tendering process, the market is asked to come up with feasible proposals and to provide insight into how the target area can be recorded as cloud-free as possible.

2.3.3 Data products

This task includes a set of multispectral satellite images (both primary and supplementary acquisitions) consisting of at least three bands in the visible spectrum, one band in the near-infrared, and a panchromatic band. These must be provided both as Raw data and as several Processed datasets. An overview of the required datasets is provided in the table below, which clarifies the expected processing levels.

Dataset		Processing step(s)	Spectral bands					Radiometric resolution
name	ID		R	G	B	NIR	PAN	
Raw data (usually level 1B)	1	Radiometric (TOA) and sensor corrected, band registration	X	X	X	X	X	Minimum 11-bit
Orthorectified data	2	geometric correction and orthorectification	X	X	X	X	X	Same as dataset 1
Pansharpened	3a	Pansharpening TOA	X	X	X	X		Same as dataset 1
	3b	Pansharpening BOA	X	X	X	X		Same as dataset 1
RGB colour composite	4a	Colour composite in 3b VIS spectral bands, colour optimisation	X	X	X			8-bit
False colour colour composite	4b	Colour composite in 3b spectral bands, colour optimisation		X	X	X		8-bit
Mosaic	5	Mosaics of individual images per Acquisition period of complete AOI	X	X	X			8-bit

All datasets are supplied as uncompressed GeoTIFF files.

Dataset 1 (Raw data) must include, at a minimum, the multispectral VNIR bands (blue, green, red, and near-infrared), as well as the panchromatic (PAN) band. Where available from the satellite sensor, additional spectral bands are also welcomed—particularly if they support relevant applications in the Netherlands. It is acceptable to provide imagery with different spectral band configurations across different Acquisition periods, depending on sensor availability or seasonal needs.

Dataset 2 (orthorectified) includes the orthorectified multispectral bands and panchromatic band in their original spatial resolution.

Dataset 2 has to be recorded in the National Coordinate System for the European part of the Netherlands (AOI-1) (Rijksdriehoekstelsel RD; EPSG 28992). Sufficient ground control points (GCPs) for the geometric correction and a detailed height model must ensure that the minimum required geometric accuracy is achieved.

The GCPs as used in the production of the aerial photographs for the BM5 project in 2021 and 2024 by Beeldmateriaal.nl¹ have been made available as open data under CC-BY-4.0 license. The Tenderer must realize that these GCPs may not all be usable for this assignment and/or are not sufficient to achieve the requested accuracy. Where these GCPs are not sufficient, the Contractor must apply its own alternative. The Contractor is responsible for obtaining additional GCPs and/or editing these GCPs.

A detailed DEM of the whole of the Netherlands in a regular grid of 0.5 meters and a regular grid of 5 meters are available as open data, provided as AHN4/AHN5 laser altimetry files through [Dataroom | AHN](#). The data format of these files is the Geotiff format. More information about these files can be found on the website www.ahn.nl. The Tenderer must realize that the digital elevation models will not be directly usable in all cases due to topicality, interpolation and filter errors and areas without data. The Tenderer must use the most up to date AHN dataset available. Where AHN is not sufficient, the Contractor must apply its own alternative. The Contractor is responsible for obtaining additional height data or processing AHN4/AHN5 data.

¹ [Data room | Beeldmateriaal Nederland](#)

In case of the BES-islands (AOI-2) an area specific coordinate system has to be used. An overview of the coordinate systems for the separate islands can be found on [Overzicht coördinatenstelsels - NSGI](#). The final choice will be made as soon as the revision clause (Section 2.6) is invoked for this Area of Interest. The aerial photographs and the laser altimetry files are available through <https://www.beeldmateriaal.nl/dataroom-caribisch-nederland>.

All coordinate transformations have to make use of the official coordinate transformations established and recommended by NSGI. These transformations are accurately documented at [Coördinatentransformaties - NSGI](#) (in Dutch).

Dataset 3 (pansharpened) uses the panchromatic band to pansharpen the multispectral data. The pixel resolution of this dataset is therefore equal to the resolution of the panchromatic band of the source data (dataset 1).

Dataset 3a is the pansharpened, orthorectified image without atmospheric correction, while dataset 3b is the pansharpened, orthorectified image with atmospheric correction.

Dataset 4 concerns colour composite images produced from dataset 3b.

Dataset 4a is composed in the colours red, green and blue (VIS). The quality of each image must be such that the colours are true to nature (true or natural colour) and the contrasts present in the image in the dark parts (shadow) and the light parts of the colour composite image can be distinguished in sufficient detail and objects are clearly visible.

Dataset 4b is composed of satellite images in red, green and near-infrared colours (false colour). The quality of each image must be such that the contrasts present in the image in the dark parts (shadow) and the light parts of the false colour composite image allow sufficient details to be distinguished and objects are clearly visible.

Dataset 5 is a mosaic of an entire Area of Interest (the European part of the Netherlands (AOI-1) and -in case of invoking the revision clause- a mosaic for each of the islands within AOI-2) produced from dataset 4a at the end of each Acquisition period. If multiple images are available for a specific area within the recording period, the image with the best cloud-free representation for this area must be used. The images are combined with a minimal colour transition between the single images, balanced true-to-life colours, and a minimal offset between the images by using natural cutlines along features and natural boundaries in the landscape.

2.3.4 Metadata

2.3.4.1 For both the Raw data and Processed datasets (datasets 1 to 5), metadata are supplied in an XML file, including per single satellite image: unique image number (product name/ID), product version, processing level, satellite name, satellite ID and orbit, sensor name/ID, acquisition date and time (UTC), spatial resolution, projection, geometric accuracy, xyz coordinates of the acquisition area (bounding box), sensor settings (incidence angles), spectral band information, radiometric quality information and current calibration coefficients with gain and offset, cloud percentage, any additional product layers with information per pixel, such as cloud mask or quality or origin of the data for the mosaic dataset 5, reference to contact information of the producer and documentation (user manual, system and algorithm description).

2.3.4.2 The metadata complies with the Dutch metadata standard for geography, which applies on 1 January of the year in which the assignment is carried out².

2.3.4.3 The metadata for the mosaics (dataset 5) contains a reference to the origin of the colour composite images used (lineage).

2.3.5 Communication and Reporting

The Contracting Authority requests all communication to be conducted via a permanent contact person/account manager. This contact person has such decision-making authority that he/she is

² See <https://docs.geostandaarden.nl/md/mdprofiel-iso19115/>

reasonably able to make the decisions and agreements necessary for the proper daily progress of the assignment execution. In the absence of the contact person, a substitute contact person must have the same decision-making authority as the original contact person. The Contractor is responsible for communication and coordination with the operational manager of the Netherlands Satellite Data Portal where the satellite images processed in this assignment are made available. Coordination with this operational manager of the portal will take place in Dutch or English. In addition, the Contractor will answer questions from users of the data regarding the components of this assignment, this will take place in Dutch or English. In some cases, this may have to take place in English.

The Contractor shall report per Acquisition period on the delivered datasets (including footprints and acquisition date of the single satellite images) and the achieved quality, namely geometric precision (maximum and standard deviation), incidence angle, delivery times per dataset, and cloud percentage (dataset 1). The Contractor shall also report annually on the temporal distribution of the recordings and the average cloud cover throughout the year. In addition, the Contractor shall provide insight into the challenges and risks within the execution of this assignment in a written report, including the intended steps to solve these problems and mitigate risks. This reporting shall take place within 15 working days after the effective (i.e. including the maximum two weeks flexibility, where applicable) end of each Acquisition period.

2.4 Lots

The invitation to tender has not been divided into lots, because of the following reasons:

- A subdivision based on end products is not desirable from a time and cost efficiency perspective, because the end products follow each other chronologically. More specifically, the processing of the data into the requested Processed products (datasets 2 to 5) depends on the delivery of the Raw data (dataset 1).
- A geographical subdivision is not desirable. We do not want to create artificial segmentations in the spatial domain that could interfere with the most optimal solution.
- A subdivision in time is also not desirable. We do not want to create artificial segmentations in the time domain that could interfere with the most optimal solution.

Our goal is to optimise the delivery and processing as much as possible, and limit the interaction between the different actors in the data chain.

We would like to emphasize that the main Contractor is allowed to make use of (one or more) sub-contractors.

2.5 Contract Period

Data continuity is essential for the reliable development and long-term success of satellite applications. Consistent and uninterrupted data streams enable users to detect trends, validate models, and build robust, sustainable tools that rely on long-term observations. To support this, the goal is to establish a longer contract period, ensuring the predictability and trust users need to invest in innovation, scale up operational use, and develop applications with lasting societal and environmental impact.

The Contracting Authority intends to conclude a Contract with one Contractor for a period of 3 years, running from 1 February 2026 to 1 February 2029, including a unilateral option for the Contracting Authority to extend the contract three times by one year until February 1, 2032 at the latest.

The Netherlands Satellite Data Portal is currently financed from the national space policy, which has a three-year funding cycle. The funding ministries have expressed commitment for the long-term continuity of the portal. However, the final space budget for the period 2029-2031 will not be

determined until 2028. This may mean that the current funding changes after 3 years, and may imply that none or not all extensions will be invoked.

2.6 Scope of the assignment

The Tendering Authority has a total contract value (including all three optional extension years) of EUR 7,000,000 excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees. The maximum total contract value for the initial three year contract period is EUR 3,500,000 excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees. Please note: the fixed total price for each optional extension contract year must be the same.

The maximum value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

It is possible that the services specified in the contract and/or the number of Participating Party/Parties may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Tendering Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

Penalty clause:

If, other than through force majeure, any of the Primary acquisitions and/or any of the Supplementary acquisitions have not been performed in full in accordance with the Contract within the agreed or extended term, the Contractor will immediately pay a penalty of 0.1% of the total maximum price specified for the initial three year Contract period, for each day that it fails to perform the Primary acquisition(s) and/or Supplementary acquisition(s) in question as agreed, up to a maximum of 10% of the total maximum price specified for the initial three year Contract period. If, other than through force majeure, during each optional extension period of one year the Contractor will immediately pay a penalty of 0.3% of the total maximum price specified for each of the optional one year extension Contract, for each day that it fails to perform the Primary acquisition(s) and/or Supplementary acquisition(s) in question as agreed, up to a maximum of 10% of the total maximum price specified for each of the optional one year extension Contract. If, other than through force majeure, the Contractor is permanently unable to perform the Services as agreed, the penalty will be immediately payable in full.

The penalty will be payable to the Contracting Authority, without prejudice to all other rights and claims, including:

- a. the right to demand that the Services be performed as agreed;
- b. the right to damages.

The penalty will be set off against amounts payable by the Contracting Authority regardless of whether the claim for payment of such amounts has been transferred to a third party.

In addition to article 22 of the ARVODI 2018, concerning force majeure, the events of force majeure also include unusually prolonged cloudy weather conditions, different from what can be expected climatologically - taking into account changing weather patterns as a result of climate change - for the Area of Interest.

Revision clause:

Possible changes that fall within the scope of this assignment are described below. These possible changes are not covered by the budget for this assignment.

The contracting authority reserves the right to modify the contract (non-substantial modifications), regardless of its monetary value, without initiating a new tendering process, in the following cases:

- extra Acquisition covering AOI-1 with respect to (w.r.t.) requirements of the primary acquisitions and including all datasets (paragraph 2.3.3): price per additional Acquisition.
- extra Acquisition covering AOI-1 w.r.t. the requirements of the supplementary acquisitions and including all datasets (paragraph 2.3.3): price per additional Acquisition.

- Acquisitions covering AOI-2 w.r.t. the requirements of the primary acquisitions and including all datasets (paragraph 2.3.3): price per Acquisition.
- Acquisitions covering AOI-2 w.r.t. the requirements of the supplementary acquisitions and including all datasets (paragraph 2.3.3): price per Acquisition.

For each of these cases the price per (additional) Acquisition has to be included in the price sheet. These are the prices that apply if the revision clause option will be invoked. Please note that these prices, which are part of the revision clause, will not be subject to evaluation, and the Contracting Authority is under no obligation to invoke the revision clause.

The Contracting Authority may consult the market before extending the contract or before invoking the revision clause. No exclusivity rights are granted; the Contracting Authority reserves the right to tender the contract extensions and the parts covered by the revision clause separately.

2.7 Test data

As part of their submission, Tenderers are required to provide test data samples. The provision of these sample datasets is a mandatory condition for participation. Failure to submit the required data will result in exclusion from the tender procedure (paragraph 4.3.2).

Tenderers must clearly demonstrate the expected quality of their products, both theoretically (e.g. through specifications and documented methodologies) and practically, based on the supplied test samples.

The Tendering Authority will use these test samples to independently assess the quality parameters of the offered products, verify their consistency with the theoretical values provided, and determine the extent to which they meet or exceed the defined minimum requirements.

Tenderers must provide two images of each type of sensor that is part of their Tender (i.e. with unique recording properties compared to any other sensors to be used), of which both a Raw (unprocessed) data product (dataset 1) and an orthorectified, pansharpened image (dataset 3a, ortho-pansharpened), that meet the period and location prescribed in the table below:

	Period	Location	Bounding box coordinates (minimum size)
Image 1	1 September 2025 – 12 October 2025	Eelde Airport area (see appendix 7 for a shapefile of the location)	X 234400 – 237400 en Y 573000 – 570000 in RDN (EPSG 28992)
Image 2*	1 December 2024 – 31 January 2025	Same location as Image 1	Same as Image 1

* If you do not have an image available of the prescribed location in the prescribed period for Image 2 (i.e. December 1, 2024 – January 31, 2025), please provide an image that comes closest in terms of recording period in a previous year and - where necessary - comparable location with similar landscape features in the Netherlands or outside the Netherlands (e.g. Germany, England, Denmark) with similar sunlight conditions and latitude.

Requirements with respect to the delivery of the test data are described in Section 3.5.

Part of the assessment by the Tendering Authority will be a comparison to a set of reference images, generated from the latest aerial photographs and downsampled to the spatial resolutions described below. A set of 4 reference images will be generated per period.

For panchromatic imagery, the reference images are 30 cm, 40 cm and 50 cm spatial resolution with an MTF @ Nyquist of 0.12 and for multispectral imagery, the reference levels are 1.2 m, 1.6 m and 2.0 m spatial resolution with an MTF @ Nyquist of 0.25.

3 Requirements to this assignment

This section includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates.

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period and that you agree to the statement in Annex 9, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

Please note: the Contracting Authority must be able to objectively determine whether the requirements have been met in the Tenderer's Tender.

3.1 Requirements relating to the Raw data (dataset 1)

3.1.1 AOI

An Acquisition of the entire Area of Interest (AOI-1 by default), as defined in paragraph 2.3.1, is required each Acquisition period, i.e. without any local data gaps.

3.1.2 Spatial resolution

Primary acquisitions

The spatial resolution (Ground Sampling Distance at nadir) shall be at least 35 cm or better in the panchromatic band, and maximum 1,4 meters for multispectral bands.

Supplementary acquisitions

The spatial resolution (Ground Sampling Distance at nadir) shall be at least 50 cm or better in the panchromatic band, and maximum 2 meters for multispectral bands.

3.1.3 Temporal resolution (Acquisition frequency)

A total of six (6) consecutive Acquisitions of which four (4) primary + two (2) supplementary acquisitions) per year covering the entire Area of Interest (AOI-1, by default) must be offered. A supplementary acquisition may not be succeeded by another supplementary acquisition. The requirements for the Acquisition periods are defined in paragraph 2.3.2.

Acquisitions that meet the requirements of the primary and/or supplementary acquisitions must be available for separate ordering through the revision clause (see Section 2.62.6). If applicable—i.e. if the revision clause is invoked—the final number of Acquisitions will be determined accordingly. The Tenderer must specify how potential separate orders will be fit into the original Acquisition plan.

3.1.4 Spectral resolution

The data must contain at least four (4) multispectral bands in the visual and near infrared spectrum (R, G, B and NIR) and one (1) panchromatic band (PAN). More details according to the spectral bands for the different datasets are listed in paragraph 2.3.3.

3.1.5 Satellite constellation

All Acquisitions should be acquired by operational satellite constellations at the moment of tendering. Offers based on future missions will be excluded from the tendering process. During the contract period future missions may only be deployed after written approval of the Tendering Authority, whereby the new mission should have equal or better quality than the original offer.

3.1.6 Cloud cover

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Each image must be accompanied by a cloud mask (in shapefile format with at least a distinction between cloudless and densely clouded), so that a cloud filter can be applied to search and filter the images by cloud percentage and cloud location. Each Acquisition covering AOI-1 must not exceed a maximum cloud cover of 20% per Acquisition period.

The same threshold of maximum 20% cloud cover applies for each Acquisition period of each separate island of AOI-2, under the condition that an equal amount of Acquisitions would be purchased as in the current tendering for AOI-1. In case only one yearly Acquisition will be purchased, a threshold of maximum 10% cloud cover will apply.

3.1.7 Incidence angle

Primary acquisitions

The sensor incidence angle has a maximum of 30 degrees.

Supplementary acquisitions

The sensor incidence angle has a maximum of 25 degrees. Only in the case where the sensor applied for the supplementary acquisitions has a spatial resolution of at least 35 cm or better in the panchromatic band, and maximum 1,4 meters for multispectral bands, the maximum allowable incidence angle is 30 degrees.

3.1.8 Time of acquisition

95% of the images should be recorded between:

- [AOI-1] 11:30 and 15:30 (Dutch Summer Time (CEST), i.e. between 9:30 and 13:30 UTC),
- [AOI-2] 09:00 and 15:30 (Atlantic Standard Time (AST) time zone, i.e. between 12:00 and 19:30 UTC)

so that the sun's elevation angle is as large as possible (where/when possible preferably larger than 45°) and its variation is limited for the Acquisitions in a given period.

3.1.9 Acquisition period

The maximum duration of each Acquisition period is three (3) months. During the execution of the assignment the Acquisition period may start a maximum of two (2) weeks earlier and end a maximum two (2) weeks later, to provide some flexibility with weather conditions. The original planning with offered deadlines of the consecutive acquisitions will not shift in time, in case some of the allowable flexibility was applied in the previous Acquisition period.

3.1.10 Cooling period

The minimum time between two consecutive single satellite images of the same area within the Area of Interest is 14 calendar days. This implies that two images of the same area from two consecutive Acquisition periods must be spaced at least 14 days apart, regardless of the Acquisition type applied (i.e. primary-primary, primary-supplementary, supplementary-primary).

3.1.11 Timeliness

At least 95% of the individual Raw data (dataset 1) must be delivered within 72 hours (i.e., 3 calendar days including weekends and holidays) from the time of data acquisition until they are made available to the portal's operational manager.

3.1.12 Geolocation accuracy

The absolute horizontal deviation, expressed in CE90 (at nadir, no GCP's) is maximum 10 meters.

3.1.13 Metadata

Each delivered data product must be accompanied by all relevant metadata information, in XML format, as stated in metadata in the description of assignment in paragraph 2.3.4.

3.1.14 Data quality

The data quality is expressed by the following key image quality parameters:

- Signal-to-Noise Ratio: The absolute measured values shall have a maximum deviation of 5% and the maximum noise level shall have an SNR of at least 100:1.

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- Radiometric correction: The most up-to-date absolute radiometric correction coefficients of each sensor shall be available and updated in the metadata.
- Radiometric resolution: a minimum of 11 bits is required.

3.2 Requirements relating to Processed datasets (2 t/m 5)

3.2.1 Geometric accuracy

- 3.2.1.1 The geometric precision of datasets 2 and 3 (after geometric correction and orthorectification) compared to
- [AOI-1] the RD coordinate system (EPSG 28992), or
 - [AOI-2] Bonaire UTM Zone 19, and Saba and Sint Eustatius UTM Zone 20 (EPSG: 32620) (Note that the final choice of coordinate system for AOI-2 will be defined as soon as the revision clause is invoked)
- shall have a maximum RMSE smaller than 1 panchromatic pixel for more than 68% of the corrected images. Furthermore, 95% of the corrected images shall have a maximum RMSE smaller than 2 panchromatic pixels and 99% of the corrected images shall have a maximum RMSE smaller than 3 panchromatic pixels.
- 3.2.1.2 The allowable relative geometric shift between the different multispectral bands shall be maximum 0.2 pixels (in any direction) for 95% of the data. The allowable shift between the panchromatic and multispectral bands shall be maximum 0.2 multispectral pixels (or 0.8 panchromatic pixels) in any direction.
- 3.2.1.3 The seams in the resulting mosaics (dataset 5) shall have a geometric precision that is not bigger than the geometric precision of the images of dataset 4 that comprise the mosaic.

3.2.2 Timeliness

- 3.2.2.1 For more than 95% of the individual images processed (datasets 2, 3 and 4), the delivery time shall be within 5 calendar days (including weekends and holidays), calculated from the recording of the Raw data (dataset 1) until the datasets are made available to the contractor of the portal. The delivery of the remaining 5% of the Processed images must take place within 7 calendar days (including weekends and holidays), calculated from the recording of the Raw data (dataset 1) until the datasets are made available to the contractor of the portal.
- 3.2.2.2 The delivery of the mosaics (dataset 5) shall be within 15 calendar days (including weekends and holidays) from the end of the Acquisition period until the mosaic is made available to the contractor of the portal.

3.2.3 Cloud mask

Each Processed image must be accompanied by a cloud mask (in shapefile format with at least a distinction between cloudless and densely clouded), so that a cloud filter can be applied to search and filter the images by cloud percentage and cloud location.

3.2.4 Metadata

Each delivered data product must be accompanied by all relevant metadata information, in XML format, as stated in metadata in the description of assignment (paragraph 2.3.4).

3.3 Requirements relating to data transmission

3.3.1 Data transmission

For the transmission of data between the Contractor and the operational manager of the Netherlands Satellite Data Portal, an internet bandwidth of at least 1000 Mbps must be available (upload and download). This connection is at least encrypted according to TLS 1.3.

3.4 Requirements relating to data accessibility and permitted use

3.4.1 Data accessibility and permitted use

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The data may be used by all Dutch legal entities, Dutch institutions and Dutch residents, whereby at least the use as described under *Data use, access, intellectual property and licensing* in the Description of Assignment (Section 2.2) is permitted. The end user license agreements must therefore at least comply with these general license conditions.

3.5 Requirements relating to the test data

3.5.1

The test data should be delivered in Geotiff and must be provided by the Tenderer as one to a maximum of five compressed .zip or .7z files via a download facility. These files must be downloadable by the Contracting Authority at the time and date of receipt of Tenders, and may not be removed or modified afterwards. The URL to the download facility must be included in the price sheet (see Annex 2), together with any (optional) login details or passwords. The hash of each file must be provided in the Tender. This concerns the SHA256 hash. Instructions with a recommended route for creating such a hash can be found in Annex 8.

After opening the safe, the Contracting Authority will download the files containing test data via the provided download link and verify, using the provided hash per file, that the downloaded file is authentic and has not been modified after the deadline for receipt of Tenders. If the file has been created or published after the deadline for receipt of Tenders, or if the file has been modified after the deadline for receipt of Tenders, this will constitute grounds for exclusion from this tender procedure.

It is the sole responsibility of the Tenderer to ensure that the test data is made available before the deadline for receipt of Tenders. Please take this into account when recording, processing and/or delivering the images. The Tenderer is also responsible for ensuring that the test data can be downloaded using the download link provided, and that test data files can be opened properly and do not contain corrupt data.

3.5.2

If the file was created or published after the deadline for receipt of Tenders, or if the file was modified after the deadline for receipt of Tenders, this will constitute grounds for exclusion from this tender procedure.

3.6 Requirements relating to quality control and reporting

3.6.1

The report, as stated in the description of Assignment (paragraph 2.3.5), shall be sent to the Tendering Authority within 15 working days.

3.6.2

After each report, a progress meeting will take place between the Tendering Authority and the Contractor.

3.7 Requirements relating to communication

3.7.1 User questions

User questions submitted via e-mail shall be answered within one business day in the Netherlands.

3.7.2 Communication

Communication with all type of end users shall be offered in Dutch or English.

3.8 Requirements relating to the prices/rates

3.8.1

The maximum fixed budget available for this assignment is for the total contract value (including all three optional extension years) EUR 7,000,000 excluding Netherlands VAT and (if applicable) The procurement and processing of satellite data for the Netherlands Satellite Data Portal

including local foreign VAT and all other costs and/or fees. The maximum fixed budget for the total contract value for the initial three year contract period is EUR 3,500,000 excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees. Please note: the fixed total price for each optional extension contract year must be the same.

3.8.2

The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in Annex 2 entitled 'Prices'.

3.8.3

The prices/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.

3.8.4

The agreed (maximum) rates are fixed and invariable for the duration of this Contract.

3.8.5

The Tenderer will not submit any zero or negative prices/rates.

3.8.6

The Tenderer gives a fixed total price in the Tender using Annex 2 for the following elements:

- Fixed total price for the total contract period of six (6) years, i.e. including all three optional extension years.
- Fixed total price for the first three (3) years of the contract.
- Fixed total price for each optional extension option of one year. The fixed total price for each optional extension contract year must be the same.
- Fixed price for each of the revision clause cases as described in Section 2.6.

The total amount of your quotation is final.

3.9 Requirements relating to the assessment

3.9.1

A maximum of 80 points can be achieved for your response to the (qualitative) award criteria as described in paragraphs 5.3.1 to 5.3.55.3.5. The Tenderer must score at least 45 of the 80 points that can be achieved for these award criteria. If these (qualitative) award criteria are assessed with a score lower than 45 points out of 80 points, the Tender will be excluded from further participation in the tender procedure.

3.10 Tax-related requirements

3.10.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.

3.10.2 The Tenderer will quote the prices according to the following structure:

- the amount excluding Netherlands VAT and any VAT due outside the EU;
- the amount of Netherlands VAT due (if applicable) and the amount of any VAT due outside the EU, and;
- the amount including Netherlands VAT (if applicable) and any VAT due outside the EU.

3.10.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.

3.10.4 You are liable for any extra costs for Netherlands and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have

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been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

- 3.10.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.10.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.11 Invoicing requirements

3.11.1 Payment schedule

There is a fixed total price and the following payment schedule applies:

For a term of 3 years:

May 1, 2026:	10% ³ (acceptance of first delivery and reporting)
August 1, 2026:	8% ³
November 1, 2026:	8% ³
February 1, 2027:	8% ³
May 1, 2027:	8% ³
August 1, 2027:	8% ³
November 1, 2027:	8% ³
February 1, 2028:	8% ³
May 1, 2028:	8% ³
August 1, 2028:	8% ³
November 1, 2028:	8% ³
February 1, 2029:	10% ³ (upon acceptance of the results of the services within the Contract with a term of 3 years)

For the first option to extend for one year:

May 1, 2029:	25% ⁴
August 1, 2029:	25% ⁴
November 1, 2029:	25% ⁴
February 1, 2030:	25% ⁴ (upon acceptance of the results of the services of the first option to extend for one year)

For the second option to extend for one year:

May 1, 2030:	25% ⁵
August 1, 2030:	25% ⁵
November 1, 2030:	25% ⁵
February 1, 2031:	25% ⁵ (upon acceptance of the results of the services of the second option to extend for one year)

For the third and last option to extend for one year:

May 1, 2031:	25% ⁶
August 1, 2031:	25% ⁶
November 1, 2031:	25% ⁶
February 1, 2032:	25% ⁶ (upon acceptance of the results of the services of the third and last option to extend for one year)

³ From price for term of 3 years

⁴ From price for the first optional extension of one year

⁵ From price for the second optional extension of one year

⁶ From price for the third and last optional extension of one year

3.11.2 Invoicing

For companies established in the Netherlands only

E-invoicing

The general terms and conditions that apply to this Contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways:

- The invoicing portal of the Dutch government
- E-invoicing with your own (accounting) software package through Peppol
- E-invoicing through a service provider.

For companies not established in the Netherlands

The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.

4 Requirements concerning the Tenderer

4.1 Introduction

In this section you can find the requirements set by the Tendering Authority to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document':

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C of the 'European Single Procurement Document' that have been selected by the Tendering Authority by means of the tick boxes.

See Section 7 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering Authority requests it.

Please note: The process of applying for a GVA (certificate of conduct) can take several weeks.

For information on types of evidence, see Section 2.89 of the Public Procurement Act.

<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

1. Extract of Trade Register (no older than 6 months, see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

Please refer to [eCertis](#)

eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering Authority.

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

By signing the 'European Single Procurement Document', the Tenderer declares:

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- c. That the most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.

Evidence (do not submit together with the Tender – only submit it when requested to do so):

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

- a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
- c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

4.3.2 Reference data (technical qualifications)

The Tendering Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment:

- Demonstrable experience in satellite tasking, and making such dynamic geographic data available quickly on an operational basis.

The procurement and processing of satellite data for the Netherlands Satellite Data Portal

- Demonstrable experience in processing the images in a geometric system (geometric correction) by means of independent measurements (ground control points).
- Demonstrable experience in processing the images by minimizing the height effect (orthorectification) by means of a height model.
- Demonstrable experience in processing the images into nationwide image mosaics.
- Demonstrable experience in performing an operational service, including helpdesk.
- Demonstrable experience in converting Top of Atmosphere (TOA) reflectance data to Bottom of Atmosphere (BOA) surface reflectance (atmospheric correction of satellite imagery) making use of recognised correction methods, tools, or models.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question.

The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Evidence (do not submit together with the Tender – only submit it when requested to do so) :

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

If required, the Tendering Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

4.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**max. six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

5 Award criteria and assessment

5.1 Introduction

This section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3.

5.2 Award criteria

A maximum of 100 points can be obtained for your response to the award criteria.

1. A maximum of 80 points can be obtained for your response to the “written” award criteria as described in paragraphs 5.3.1 up to and including 5.3.5. The Tenderer must score a minimum of 45 points out of the total of 80 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 45 points out of 80 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
2. Assessment of the prices/rates with a maximum of 20 points. If the maximum total price is higher than the maximum amount mentioned in paragraph 3.8.1, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + prices/rates) will be determined. The maximum total points that can be obtained is 100 points.

Overview of the points per award criteria:

Quality criteria	Maximum points
5.3.1 Acquisition plan	(23)
- Acquisition plan feasibility	12
- Vulnerability and risk mitigation of the acquisition plan	8
- Cloud masking	3
5.3.2 Sensor (data) quality primary acquisitions	(22)
- Spatial quality	10
- Radiometric quality	8
- Spectral quality	4
5.3.3 Sensor (data) quality supplementary acquisitions	(10)
- Image sharpness and radiometric quality	10
5.3.45.3.2 Data processing	(15)
- Orthorectification	5
- Pansharpener, atmospheric correction & colour composites	7
- Mosaics	3
5.3.50 Project management (Project plan, Operational quality and Risk mitigation)	10

5.4 Prices/rates	20
Total	100

5.3 Quality criteria

5.3.1 Acquisition plan (max. 23 points)

Max. no. of points available	Assessment aspects
12	<p>Acquisition plan feasibility</p> <p>The Tenderer has to justify the offered satellite acquisition plan with a sound feasibility study taking into account all relevant factors that will influence the success of the Acquisitions, including sensor capacity, weather statistics and extremes, priority level, programming flexibility, backup capacity.</p> <p>The proposed acquisition plan will also be evaluated based on the feasibility and its alignment with the following requirements.</p> <ul style="list-style-type: none"> - Number of Acquisitions (paragraph 3.1.3): Compliance with the number of required Acquisitions. - Cloud cover percentage (paragraph 3.1.6): Anticipated cloud coverage thresholds per Acquisition, and proposed strategies for ensuring usable imagery with respect to (w.r.t.) not only regular cloud cover but also changing weather patterns. The rationale should include practical experience with cloud statistics, seasonal cloud trends, and the trade-off between Acquisition success rate and image usability. - Maximum incidence angle (paragraph 3.1.7): Adherence to specified limits to ensure consistent image quality and geometric accuracy. Explain how the proposed angles support geometric accuracy and radiometric consistency across the different (type of) Acquisitions. - Acquisition timing and distribution (paragraphs 2.3.2, 3.1.3, 3.1.8, and 3.1.9): Temporal distribution of both primary and supplementary acquisitions across the year, including the month of February and coordination with relevant seasonal periods. An even spread of Acquisitions throughout the year is explicitly desired to capture seasonal variability effectively; however, a slight emphasis on the growing season is permitted, provided the overall annual distribution remains balanced. - Cooling period (paragraph 3.1.10): The minimum time interval between consecutive single satellite image acquisitions of the same area within the Area of Interest (irrespective of the Acquisition being primary or supplementary data), ensuring sufficient temporal spacing. <p>The Tenderer has to demonstrate how these elements are addressed in the planning and execution of the acquisition strategy, including the use of multiple sensors. The Tenderer is expected to discuss the interdependencies between cloud cover, incidence angle, and constellation capacity. For instance, how lower incidence angles may</p>

	<p>affect acquisition capacity and success rate to record the target area as cloud-free as possible.</p> <p>Potential differences in the approaches between the primary and supplementary acquisitions or between Acquisitions periods, e.g. w.r.t. cloud cover and incidence angle, have to be clearly distinguished and explained.</p> <p>The degree of clarity, feasibility, and balance of the proposed plan—particularly in terms of year-round coverage—as well as the quality of the rationale for the proposed plan will be assessed during the evaluation.</p>
8	<p>Vulnerability and risk assessment of the acquisition plan</p> <p>The Tenderer has to provide a structured and well-reasoned assessment of potential vulnerabilities that may affect the execution of the proposed acquisition plan. This assessment should clearly identify and evaluate risks that could limit the availability of acquisition capacity, coverage certainty, and data supply security throughout the project period.</p> <p>The following risk factors must be considered:</p> <ul style="list-style-type: none"> - Conflicting customer demands or overbooking of satellite capacity, especially during high-demand periods; - (Internal) prioritization policies that may result in lower priority being assigned to the acquisitions for this project; - Satellite malfunctions, data quality issues, or complete system failure; - Expected end-of-life or reduced functionality of satellites during the project timeline; - Dependence on a single platform or limited constellation, with no effective fallback options; - Unexpected weather conditions, including unusually high or persistent cloud cover or atmospheric instability that could affect image quality or delay acquisitions; - Orbital constraints or satellite maintenance windows that may reduce available acquisition opportunities; and - Regulatory, geopolitical, or access limitations, such as restrictions on tasking due to international conflicts, embargoes, or licensing changes. <p>The Tenderer has to describe any mitigation measures in place to address these risks. These may include use of redundant or complementary satellite platforms, alternative acquisition windows, priority guarantees, or contractual safeguards.</p> <p>Potential differences w.r.t. the vulnerability and risk assessment between the primary and supplementary acquisitions have to be clearly distinguished and explained.</p> <p>The Tenderer has to provide a fallback option when it becomes unlikely that the primary and/or supplementary sensor constellations dedicated to this assignment will achieve the offered acquisition plan in time.</p>

	The degree of clarity, realism, and completeness of the risk assessment, along with the feasibility and extent of proposed mitigation strategies including fallback options, will be assessed during evaluation.
3	<p>Cloud Masking</p> <p>The Tenderer has to provide a detailed justification of the parameters and methods used to control and assess image quality with respect to cloud masking.</p> <p>Specifically, the Tenderer has to describe the cloud masking methodology, including:</p> <ul style="list-style-type: none"> - The approach or algorithm used (e.g., native sensor-based, post-processing tools, machine learning); - The typical accuracy and reliability of the resulting cloud mask; - How cloud shadows and thin clouds are detected and handled; - Whether quality metadata or confidence layers are provided. <p>Furthermore, the Tenderer is expected to provide insight into how certain types of cloud cover (e.g., thin cirrus) are more difficult to identify depending on sensor characteristics or acquisition geometry.</p> <p>Potential differences in the cloud masking methodology between the primary and supplementary acquisitions have to be clearly distinguished and explained.</p> <p>The degree of depth, clarity, and empirical support provided in this section will be assessed in the evaluation.</p>

5.3.2 Award criteria relating to (sensor) data quality of the primary acquisitions (max. 22 points)

5.3.2.1 Spatial quality (max. 10 points)

Max. no. of points available	Assessment aspects
10	<p>Key image quality characteristics with respect to (w.r.t.) image sharpness for all offered image products within the primary acquisitions have to be clearly described and demonstrated on the supplied test samples (Section 2.7). These characteristics include:</p> <ul style="list-style-type: none"> - The ratio between the Ground Resolved Distance (GRD) and the Ground Sampling Distance (a.o. oversampling factor and resampling method); and - The Modulation Transfer Function (MTF) @ Nyquist (both theoretical and actual values, both for the multispectral bands and for the panchromatic band). <p>The evaluation is done on the degree of depth, clarity and empirical support of the justification for the image sharpness, including the described methodology for the resampling applied and the computation and evaluation of the MTF. Motivation should preferably</p>

	include e.g. official documentation or peer-reviewed studies. The spatial quality will also be assessed through (visual) comparison of the provided test data samples against reference images (see Section 2.7) at the predefined quality levels. Preference is given to offers providing crisp images providing good to excellent delineation of small objects, suitable for urban and agri-analysis.
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5.3.2.2 Radiometric quality (max. 8 points)

Max. no. of points available	Assessment aspects
8	<p>The Tenderer has to provide a comprehensive description of the radiometric quality of all offered image products within the primary acquisitions. Tenderers must clearly demonstrate the expected quality of their products, both theoretically (e.g. through specifications and documented methodologies) and practically, based on the supplied test data samples (Section 2.7) for each of the following aspects.</p> <p>Signal-to-Noise Ratio (SNR)</p> <p>The Tenderer has to specify the theoretical and empirical SNR values for each spectral band (e.g., VNIR, PAN) (if applicable, for each sensor with different properties), describe how these values are determined, and explain how the SNR supports the intended applications, particularly in a Dutch context (e.g., land cover classification, vegetation monitoring, water detection). Take into account the minimum requirements as defined in paragraph 3.1.14.</p> <p>Dynamic Range and Radiometric Resolution</p> <p>The Tenderer has to indicate the radiometric resolution (e.g., 8-bit, 11-bit, 12-bit) of all offered image products within the primary acquisitions and explain how the dynamic range is handled in both acquisition and processing. This should include discussion of how data saturation and low-signal areas are managed, and whether any radiometric compression or enhancement is applied. Take into account the minimum requirements as defined in paragraph 3.1.143.1.14.</p> <p>Calibration and Radiometric Consistency:</p> <p>The Tenderer has to describe the radiometric calibration approach for all offered image products within the primary acquisitions, including:</p> <ul style="list-style-type: none"> - Whether absolute or relative calibration is performed; - Frequency and method of calibration (e.g., vicarious, on-board sensors, reference targets); - Whether calibration metadata is included in the delivered products; - Expected consistency across sensors and over time (e.g., cross-sensor harmonization). <p>The Tenderer has to explain how these elements contribute to data comparability and usability over time and between Acquisitions. If multiple sensors are used, the Tenderer has to describe how radiometric consistency across time and platforms can be ensured as much as possible, including -if applicable- any inter-calibration or harmonization methods.</p>

	<p>Evaluation will be based on the degree of clarity, technical soundness, and relevance of the information provided. The evaluation will also take into account the assessment of the noise level at specified locations in the test data samples as well as the dynamic range (saturation, dynamic) in the test data samples.</p> <p>A higher score will be given to proposals offering:</p> <ul style="list-style-type: none"> - High SNR, with minor speckling or noise and well-preserved textures and features even at low-light conditions, and with a clear and transparent demonstration of the offered SNR based on the test data samples. - High dynamic range. - Demonstrating high and stable radiometric quality, high consistency across the different sensors employed, proper calibration, and transparency of radiometric metadata.
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5.3.2.3 Spectral quality (max. 4 points)

Max. no. of points available	Assessment aspects
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4	<p>Number of spectral bands / Spectral resolution</p> <p>The offered primary acquisitions must include at minimum four (4) spectral bands in the visible and near-infrared range (VNIR), sufficient for standard Earth observation applications such as vegetation monitoring, land cover classification, and water detection.</p> <p>The Tenderer is allowed to offer imagery with additional spectral bands. However, any additional bands must be clearly specified and accompanied by a well-substantiated justification of their added value for applications relevant to the Netherlands.</p> <p>The Tenderer has to describe the spectral configuration of all bands for all offered image products included in all (type of) Acquisitions.</p> <p>The Tenderer has to:</p> <ul style="list-style-type: none"> - Justify the necessity or benefit of any additional bands in terms of specific use cases, seasons, or geographic areas within the Netherlands; - Clarify whether different spectral configurations are used in different seasons or regions, and if so, why this is beneficial; - Explain how the inclusion of these bands enhances the interpretability, accuracy, or usability of the data for typical Dutch applications. <p>The evaluation will consider the technical offering, weighted by the proportional use of multiple sensors with different properties.</p> <p>The evaluation will consider the degree of clarity, relevance, and practicality of the justification. Proposals with additional bands that are well-targeted and meaningfully motivated will be viewed favorably.</p> <p>Points will be awarded based on the number of spectral bands, weighted by the proportional use of multiple sensors with different properties, and the accompanying justification. For four (4) multispectral bands, 0 points will be awarded. Six (6) multispectral bands for all sensors in the offer, and accompanied by a clear and well-substantiated explanation will result in a score of 2 points. Eight (8) or more multispectral bands for all sensors in the offer, accompanied by a clear and well-substantiated explanation, will receive the maximum score of 4 points.</p> <p>Please note: if the motivation is incomplete or unsatisfactory, one point will be deducted from the score achieved. When several sensors with different number of spectral bands are offered by the Tenderer, the score will be weighted by the proportional use of multiple sensors with different properties.</p>
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5.3.3 Award criteria relating to (sensor) data quality of the supplementary acquisitions (max. 10 points)

Max. no. of points available	Assessment aspects
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10	<p>Image sharpness</p> <p>Key image quality characteristics with respect to (w.r.t.) image sharpness for all offered image products within the supplementary acquisitions have to be clearly described and demonstrated on the supplied test samples. These characteristics include:</p> <ul style="list-style-type: none"> - The ratio between the Ground Resolved Distance (GRD) and the Ground Sampling Distance (a.o. oversampling factor and resampling method); and - The Modulation Transfer Function (MTF) @ Nyquist (both theoretical and actual values, both for the multispectral bands and for the panchromatic band) <p>Radiometric quality</p> <p>The Tenderer has to provide a concise description of the radiometric quality of all offered image products within the supplementary acquisitions. Tenderers must clearly demonstrate the expected quality of their products, both theoretically (e.g. through specifications and documented methodologies) and empirically, based on the supplied test data samples (Section 2.7) for:</p> <ul style="list-style-type: none"> - The Signal-to-Noise ratio (SNR): The Tenderer must specify the theoretical and empirical SNR values for each relevant spectral band (e.g., VNIR, PAN), describe how these values are determined. Take into account the minimum requirements as defined in Paragraph 3.1.14. - Dynamic range: The Tenderer must indicate the radiometric resolution (e.g., 8-bit, 11-bit, 12-bit) of all offered image products and explain how the dynamic range is handled in both acquisition and processing. Take into account the minimum requirements as defined in Paragraph 3.1.14. <p>The evaluation is done on the degree of depth, clarity and empirical support of the justification for the image sharpness and radiometric quality, including the described methodology. The evaluation will also take into account the assessment of the image sharpness and the noise level at specified locations in the test data samples as well as the dynamic range (saturation, dynamic) in the test data samples.</p> <p>A higher score is given to offers providing crisp images with high SNR and dynamic range providing good to excellent delineation and distinction between small objects, suitable for urban and agri-analysis.</p>
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5.3.4 Award criteria relating to data processing (max. 15 points)

Max. no. of points available	Assessment aspects
	The data processing applies to both the primary and supplementary acquisitions. In case the data processing is different for these two (types of) Acquisitions, please indicate this in the respective description of the requested processing steps.
5	Orthorectification

	<p>The Tenderer has to provide a clear and detailed explanation of the orthorectification workflow and how the proposed data products meet the required standards for geometric precision and relative alignment (paragraph 3.2.1). Tenderers have to clearly demonstrate the geometric accuracy of their orthorectified products, both theoretically (e.g. through specifications and documented methodologies) and practically, based on concrete examples, e.g. in the supplied test samples.</p> <p>Specifically, the Tenderer is required to:</p> <ul style="list-style-type: none"> • Describe the orthorectification workflow, including the use of ground control points, digital elevation models (DEMs), and any correction applied for terrain displacement and sensor geometry; • Specify the expected absolute geometric accuracy of the orthorectified products, and demonstrate that this meets the minimum accuracy requirements for integration with other spatial datasets used in the Netherlands; • Provide evidence or quality metrics showing that these aspects are monitored and meet the required quality standards. <p>The Tenderer should provide concrete examples, verification methods, or documentation that substantiate the claimed performance.</p> <p>Evaluation is done on the degree of the clarity, completeness and credibility of the explanations, as well as the degree of confidence that the proposed methods will consistently deliver geometrically accurate products suitable for national mapping and monitoring purposes.</p>
7	<p>Pansharpening</p> <p>The Tenderer has to describe the method used to create pansharpended products (i.e., pixel resolution matching the panchromatic band), including:</p> <ul style="list-style-type: none"> • The algorithm or technique applied; • How spectral integrity and spatial sharpness are balanced; • Measures taken to avoid artefacts such as colour distortion, edge noise, or halos; • Which quality checks are applied to assess the result. <p>Atmospheric correction</p> <p>The Tenderer has to describe the method used to apply atmospheric correction to generate high quality Bottom of Atmosphere products, including:</p> <ul style="list-style-type: none"> • The algorithm or technique applied; • The auxiliary data used; • Any validation performed or references to scientific publications; • Operational examples where the method is in use. <p>Colour Composite Quality</p> <p>The Tenderer has to explain how the natural and false colour composite images are generated and how they ensure that:</p> <ul style="list-style-type: none"> • Details are clearly visible in both shadowed (dark) and bright areas of the image; • Contrast levels are sufficient to distinguish land cover types, objects, and surface features;

	<ul style="list-style-type: none"> • The composite is visually consistent and suitable for interpretation and analysis. <p>The Tenderer has to also indicate whether any radiometric enhancement or stretching is applied, and how this is managed to avoid loss of information or visual distortion.</p> <p>Evaluation is done on the degree of clarity, completeness and technical soundness of the described approaches for pansharpener, atmospheric correction and colour composite generation, as well as the degree of confidence that the proposed methods will consistently deliver high quality products suitable for national mapping and monitoring purposes.</p> <p>The evaluation also depends on the sharpness and spectral quality of the included test data samples (dataset 3a, i.e. ortho-pansharpener). Specifically, the assessment will be based on the recognizability of objects such as cars, boats, houses, roads, railway lines, and forests, as well as the distinctiveness within urban areas (particularly dark-light transitions), the contrast in dark areas, and the transitions between land and water. Improved image sharpness and contrast, making objects and transitions more distinguishable, will yield a higher score.</p>
3	<p>Mosaics</p> <p>The Tenderer has to describe their mosaic production approach, with attention to both visual and geometric coherence.</p> <p>The Tenderer has to describe how they:</p> <ul style="list-style-type: none"> • Minimize colour transitions between adjacent images; • Achieve balanced, true-to-life colour tones throughout the mosaic; • Avoid visible geometric offsets between images; <p>The Tenderer has to outline their quality control procedures for mosaic creation, including visual inspection steps, automated tools, or validation methods to detect and correct visible seams, radiometric inconsistencies, or geometric misalignments.</p> <p>Preferably, the explanation is supported by examples or sample outputs, or descriptions of operational experience, to demonstrate the Tenderer's ability to produce seamless, visually coherent mosaics that are fit for interpretation.</p> <p>Evaluation will focus on the degree of robustness of the mosaic generation process, the expected visual and geometric consistency, and the Tenderer's ability to deliver high-quality composites across large areas.</p>

5.3.5 Award criteria relating to the project management (max. 10 points)

Max. no. of points available	Assessment aspects
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Project plan

The Tenderer has to submit a project plan that clearly outlines the proposed project management structure. This plan must address the following aspects at a minimum:

- **Roles and Responsibilities:** Identification of key personnel, their roles within the project, and their specific responsibilities;
- **Decision-Making Authority:** A clear description of who holds decision-making power within the team and under what circumstances;
- **Subcontractor Management:** An explanation of how subcontractors (if any) will be selected, managed, and integrated into the overall project structure, including communication protocols and quality assurance;
- **Continuity and Risk Mitigation:** Measures in place to ensure continuity in case of staff unavailability (e.g. illness, resignation, or reassignment), including backup staffing and knowledge transfer procedures;
- **Communication strategy:** A detailed description of how communication will be structured and maintained throughout the contract, taking into account the requirements as stated in Section 233.7, including:
 - Coordination and reporting to the Tendering authority;
 - Technical and operational communication with the operational manager of the Netherlands Satellite Data Portal;
 - Communication and feedback mechanisms for end users of the data, including issue resolution and user support if applicable;
- **Reporting to the Tendering Authority:** A description on how project reporting will be carried out, taking into account the requirements as listed in paragraph 3.6.1 and covering at least:
 - Format, frequency, and level of detail of reports;
 - Assurance of reports being clear, unambiguous, consistent, adequate in scope, and of high quality;
 - A proactive approach in reporting, including timely updates on project progress, potential risks or delays, and unforeseen issues;
 - Mechanisms to ensure traceability and follow-up of reported items.
- **Timeline and Milestones:** Overview of key project phases, deliverables, and decision points, including handling of adjustments or delays;

Operational quality and risk mitigation

The Tendering Authority attaches great importance to the operational quality during the execution of the project. The Tenderer is therefore requested to describe how the quality is guaranteed in your organisation so that the Tendering Authority is offered maximum certainty that the end products are delivered in accordance with the requirements and conditions described.

The Tenderer will in any case address the following subjects:

- A description of how the quality is measured, checked and guaranteed;

	<ul style="list-style-type: none"> • A description of the activities that are necessary to achieve the desired quality; • The risks with regard to all aspects in the implementation of this Contract and the measures to be taken by the Tenderer against this. <p>The evaluation will assess the degree of completeness, clarity, feasibility, and credibility of the proposed project management structure, the robustness of the reporting and communication strategy, and the operational quality and risk mitigation.</p>
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5.4 Award criteria relating to prices (exclusive of VAT)

Max. no. of points available	Assessment aspects
20	<p>The assessment is based on the total price for the term of 6 years (including all three optional extension years).</p> <p>The lower the total price, the more points, see section 5.6.</p>

5.5 Assessment method for qualitative award criteria

The award criteria indicate which assessment aspects there are and what the associated weighting is.

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent: The response significantly exceeded expectations and offers a great deal of added value.	100%
Very Good: The response exceeded expectations and offered some added value in places.	80%
Good: The response sufficiently met our expectations.	60%
Fair: The response did not completely meet our expectations and displays shortcomings with regard to certain aspects.	40%
Poor: The response does not meet expectations and clearly displays many shortcomings.	20%
No response was provided to the question.	0%

5.6 Assessment of preferences in relation to prices/rates

The awarding of points for the total price criterion is based on the amount of the total price in euros excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees. The amount of points is determined by means of a scale in steps of 50,000 euros.

Higher than	Up to and including	Points
0 euro	6.000.000 euro	20
6.000.000 euro	6.050.000 euro	19

6.050.000 euro	6.100.000 euro	18
6.100.000 euro	6.150.000 euro	17
6.150.000 euro	6.200.000 euro	16
6.200.000 euro	6.250.000 euro	15
6.250.000 euro	6.300.000 euro	14
6.300.000 euro	6.350.000 euro	13
6.350.000 euro	6.400.000 euro	12
6.400.000 euro	6.450.000 euro	11
6.450.000 euro	6.500.000 euro	10
6.500.000 euro	6.550.000 euro	9
6.550.000 euro	6.600.000 euro	8
6.600.000 euro	6.650.000 euro	7
6.650.000 euro	6.700.000 euro	6
6.700.000 euro	6.750.000 euro	5
6.750.000 euro	6.800.000 euro	4
6.800.000 euro	6.850.000 euro	3
6.850.000 euro	6.900.000 euro	2
6.900.000 euro	6.950.000 euro	1
6.950.000 euro	7.000.000 euro	0
7.000.000 euro and more		Excluded from tender procedure

6 Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The Tendering Authority will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply); with the exception of the end user license agreement submitted by the Tenderer, provided this agreement complies with the requirements set out in paragraph 3.4.
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

The assessment of the award criteria consists of the following steps:

1. An assessment committee will assess the award criteria. The assessment committee consists of minimum 3 adequately equipped and expert assessors. First, the assessors will assess the written responses on the qualitative award criteria individually. Hereafter the assessment committee will determine a final score by consensus per award criterion, during a plenary meeting. A maximum of 80 points can be obtained for your responses to the award criteria. However, Tenderers who do not meet the minimum number of points of 45 points on these criteria are set aside and are excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
2. Assessment of the prices/rates with a maximum of 20 points. If the maximum total price is higher than the maximum amount mentioned in paragraph 3.8.1, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + price) will be determined. The maximum total points that can be obtained is **100 points**.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than one, then the Tendering Authority will award the Contract to the Tenderer with the highest final total score for the subcriterion 5.3.2, Primary acquisitions. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion 5.3.1, Acquisition Plan. In the event that the highest scoring

Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that, at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then again determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the Contract.

7 Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum(s) of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on www.tenderned.nl and on Tender European Daily (TED).

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Tendering Authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

7.3.1 Communication

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed. You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person: Ms. A. Ramadhin, Senior procurement advisor IUC EZ, email address: andjanie.ramadhin@rvo.nl.

Attempts to directly contact parties other than the contact person stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

This obligation does not apply to companies not registered in the Netherlands.

Visit [eHerkenning gebruiken voor TenderNed | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Tendering Authority can answer your questions via TenderNed in two ways:

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.3). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | TenderNed](#).

All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the Tendering Authority will decide whether or not to process your question individually.

Answers from the Tendering Authority

The Memoranda of Information are an integral part of this Tender document. The Tendering Authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

7.3.4 Validity period and submission of Tender

The Tender must be valid for at least four months after the deadline for submitting the Tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

7.3.5 Variants on Tender

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender.

7.3.6 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

Any costs or damage that (may) arise as a result of not awarding this Tender are for the account and risk of the Tenderer.

7.3.7 Termination of tendering process

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Tendering Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

7.3.8 Order of precedence of documents

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.

In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information take precedence in the event of inconsistencies between the different Memoranda.

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).

Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).

Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs (EZ). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.

[Suppliers guide Information Security and Privacy EZK](#)

7.3.11 Inconsistencies and objections

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

7.3.12 Complaints procedure

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

7.3.13 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.3.14 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3).

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.

- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering Authority will treat confidential information provided by the Tenderer with due care.

7.3.15 Structure and content of the Tender

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your quotation.

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	A separate response to each of the Tendering Authority's award criteria.	Add to TenderNed
Annex 2 'Prices' annex	Prices included in the quotation	Fill in, print it, have it duly signed and add to TenderNed
Test data	<p>The URL to the download facility must be included in the price Annex (see Annex 2), together with (optionally) any login details or passwords. The hash of each file must also be provided in the price list for the tender. This concerns the SHA256 hash.</p> <p>Instructions with a recommended route for creating such a hash can be found in Annex 8.</p> <p>For more information and requirements regarding to the test data, see paragraph 3.5.1.</p>	Fill this in in the prices Annex 2 and add to TenderNed
End user licence agreement	<p>The applicable end user license agreement must be submitted by the Tenderer with the Tender, including the terms and conditions for the use of the Raw data products and the rights regarding Value-Added Products and Derivative Image Products.</p> <p>See paragraph 2.2.4 for more information and requirements regarding to the end user licence.</p>	Add to TenderNed with the Tender
Annex 9	Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)	Fill in, print it, have it duly signed and add to TenderNed

* See Subsection 7.3.17 in the event your Tender is submitted in collaboration with other companies.

7.3.16 Legally binding signature

A legally binding signature means that a document has been signed by a duly authorized representative.

If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorization to represent the organization, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts either an original handwritten signature, or the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

Please note: it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

The lack of a legally binding signature in principle will lead to exclusion from the tendering process. In that case, however, you will be given one single opportunity to correct it within 48 hours.

7.3.17 Submission of a Tender in collaboration with other organisations

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

There are two ways in which you can submit a Tender in collaboration:

- 1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
- 2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract. If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

If a Tender is submitted by a principal contractor that does not rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

If the principal contractor does rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement

Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

The subcontractor on whose capacity the principal contractor *does* rely must provide the evidence requested for the Tender.

The principal contractor is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the contract (if awarded). In addition, the principal contractor is liable for the fulfilment of the obligations for which he has hired the subcontractor(s).

All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.

7.3.18 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering process. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering process nor has it restricted fair competition.

By submitting a Tender, the Tenderer in question agrees to this condition.

7.3.19 Violation of the fundamental principles of procurement law and restriction of fair competition

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering process. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering Authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

7.3.20 Communication and language

During the tendering process, communication with the Tendering Authority must be conducted in English.

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) can also be provided in Dutch or English.

During the fulfilment of the contract, communication must be conducted in Dutch or English.

7.3.21 General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded, with the exception of the end user license agreement submitted by the Tenderer, provided this agreement complies with the requirements set out in paragraph 3.4. The General Government Terms and Conditions apply to the Contract.

7.3.22 Contract conditions

The draft Contract, Data processing Agreement and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose substantiated textual amendments.

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract(s). Only the definitive Contract(s) will apply during the execution of the assignment.

7.3.23 Explanation and verification of the Tender

The Tendering Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

7.3.24 Request for supplementary information concerning the Tender

The Tendering Authority can ask Tenderers to provide supplementary information and/or clarification of their Tender.

7.3.25 Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

Standstill period

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. The summons must be served within 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Interest in relation to the judgement

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

Annexes

The following annexes constitute an integral part of this Tender document. These annexes were published together with the Tender document.

Annex 1: European Single Procurement Document

Annex 2: Prices

Annex 3a: Draft public service contract

Annex 3b: Draft data processing Agreement

Annex 4: ARVODI-2018

Annex 5: Complaints Procedure

Annex 6a: AOI-1

Annex 6b: AOI-2

Annex 7: Shapefile of AOI for Image 1 of the requested test data (paragraph 2.7)

Annex 8: Manual for generating a CRC SHA256-hash

Annex 9: Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)