

BESTEK NR. APM 2015-017

OPEN OFFERTEAANVRAAG
VOOR:

Beeldverwerking van het Belgisch en Afrikaans herbarium beheerd door
het Agentschap Plantentuin Meise

TENDER NO. APM 2015-017

OPEN INVITATION TO TENDER
FOR:

Image processing of the Belgian and African Herbarium managed by
Agentschap Plantentuin Meise (Botanic Garden Meise)

ENGLISH TRANSLATION (LEGALLY NON-BINDING)

A. GENERAL DEFINITIONS

1. Object and nature of the contract

This contract consists of creating and delivering a minimum of 900,000 images of herbarium sheets from the Belgian and African herbaria, managed by Agentschap Plantentuin Meise, for the ongoing research.

2. Duration of the contract

The contract starts on the first calendar day following the day on which the contractor received acknowledgement that the contract has been assigned, and it will terminate on 31 January, 2018. An extension of the termination date has not been foreseen. The execution of the specifications must therefore be completed within the specified time period, namely by 31 January, 2018.

3. Contracting authority – Additional information

The contracting authority is Agentschap Plantentuin Meise, represented by Mr. Steven Desein, Administrator-General, Nieuwelaan 38, 1860 Meise. Mr. Steven Desein's authority of representation has been approved by the Board of Directors on 13 July 2015.

Additional explanations regarding the procedure may be requested from Mr. Tom Thielemans (phone no.: +32(0)2.260.09.23, email: budget@br.fgov.be).

Additional information regarding the contents of the contract may be requested from the project manager, Sofie De Smedt, (phone no. +32(0)2.260.09.20, email: doe@br.fgov.be).

4. Lead Service – senior official

The lead service is the contracting authority. Only the contracting authority is authorized to monitor and supervise the execution of the contract.

The leading official (an employee of the contracting authority) will be designated with the awarding of the contract. The limits of his authority will then be stipulated by the contracting authority.

5. Tendering right and opening of the tenders

Each tenderer may only submit one tender. Any participant in a consortium without legal personality is considered to be a tenderer.

In accordance with Article 52, § 2 of the Royal Decree of 15 July 2011, the contracting authority does not accept electronic submissions of tenders.

The tender may only be submitted on paper, by letter (registered post is recommended), sent to or personally delivered to the contracting authority at the following address:

Agentschap Plantentuin Meise
Attention: Mr. Tom Thielemans
Nieuwelaan 38
1860 Meise
Belgium

Article 90 KB, §1 Insertion: “When sending by post, the definitive version must be placed in a sealed envelope which in turn must be inserted into a second envelope on which the word “Tender” is clearly stated. The outer envelope must then be addressed to the address in the contract documents and sealed. The following information must be provided on the inner envelope:

- The number of the specifications: APM 2015-017;
- The date and time of the latest submission deadline for the tenders;
- The word “Tender” in the left upper corner.

The contracting authority must be in the possession of the tenders by the latest **29 September 2015 at 9:00 a.m.**

5.1. Planning

	Data
Latest submission deadline for questions preceding	14 August 2015 at 10:00 a.m.

the information session	
Information session	20 August 2015 at 10:00 a.m.
Latest submission deadline for tenders	29 September 2015 at 9:00 a.m.
Opening of tenders	29 September 2015 at 9:00 a.m.
Evaluation period of tenders	29 September to 29 October 2015
Awarding of the contract	30 October 2015
Start of project	At the latest 31 January 2016
Completion of project	At the latest 31 January 2018

6. Description of the services to be provided

The supplier of the service for the 'Image Processing of the Belgian and African Herbarium' project at the Agentschap Plantentuin Meise, must be able to (in the following order):

- Take herbarium specimens from the herbarium to the image scanning station;
- In exceptional cases, apply a linear, 1-dimensional barcode to the herbarium specimens;
- Create a high resolution digital image (≥ 420 ppi) of the herbarium specimens in TIFF format;
- Return the herbarium specimens to the correct place in the herbarium;
- Read barcodes on the herbarium specimens to ensure that the image files have a file name that corresponds to its unique barcode;
- Produce derived image files in JPEG2000 and JPEG format with the same file name as the master file;
- Deliver a file (CSV or TAB) containing basic metadata information for each image.

The table below shows a summary of the minimum and maximum quantities within the service 'Image processing of Belgian and African herbarium'.

	Minimum	Maximum
Delivered Specimens	900,000	1,200,000
Attaching new barcodes (specimens)	1,000	5,000
Create visual material	900,000	1,200,000
Post-processing of images	900,000	1,200,000
Delivery of digital images	3 x	3 x
Storing specimens	900,000	1,200,000

A brief description of the African and Belgian herbarium is provided in Appendix 1. The way in which the herbarium sheets are organized within these collections is also explained.

7. Documents that apply to the contract

Legislation

- Wet van 15 juni 2006 – overheidsopdrachten en bepaalde opdrachten voor werken, leveringen en diensten (*Act of 15 June, 2006 – Government contracts and certain contracts for works, deliveries and services*);
- Wet van 17 juni 2013 – Wet betreffende de motivering, de informatie en de rechtsmiddelen inzake overheidsopdrachten en bepaalde opdrachten voor werken, leveringen en diensten (*Act of 17 June 2013 – Law regarding the motivation, information and legal remedies regarding government contracts and certain contracts for works, deliveries and services*);
- Koninklijk Besluit (KB) van 15 juli 2011 – Koninklijk Besluit plaatsing overheidsopdrachten klassieke sectoren (*Royal Decree of 15 July 2011 – Royal Decree regarding awarding of government contracts in classic sectors*);
- Het Koninklijk Besluit (KB) van 14 januari 2013 – Koninklijk Besluit tot bepaling van de algemene uitvoeringsregels van de overheidsopdrachten en van de concessies voor openbare werken (*The Royal Decree of 14 January 2013 – Royal Decree regarding the definition of the general rules of execution of government contracts and the concessions for public works*);
- Any and all amendments to the law and the aforementioned decrees that are applicable on the day the specifications were sent by the contracting authorities to the potential tenderers admitted to the procedure.

8. Tenders

8.1. Information required with the tender

The attention of the tenderers is drawn to Article 8 of the Act of 15 June, 2006 and Article 64 of the Royal Decree of 15 July, 2011, related to inconsistencies.

De Dutch version of the tender specifications is the only legally binding source of interpretation. The English translation is only informative and is not legally binding in any way. The tender and the appendices included with the tender form may be entered in Dutch or English.

The tenderer must clearly indicate in his tender which information is confidential and/or related to technical or commercial secrets and can therefore not be published by the contracting authority.

Tenders must be submitted in triplicate.

The following information must be included in the tender:

- Identity information of the tenderer.
- An implementation plan for setting up and putting into operation the service 'Image processing of Belgian and African herbarium'; under 11.4.
- Proof of representation authorization of the signatory of the tender.

- In case of a consortium: all relevant information about all members: including but not limited to the company number and legal personality.
- Proof that the applicant is not in a state of exclusion. You can find details regarding the documents in the applicable legislation, the main elements of which have been copied under 11.1.
- Proof with respect to the financial capacity and technical competence of the tenderer under 11.2.
- Tender Form (Appendix 2) with:
 - o the overall price in letters and numbers (excluding VAT);
 - o the unit price per herbarium specimen;
 - o a detailed price list;
 - o the complete registration number of the tenderer at the Crossroads Bank for Enterprises (for the Belgian tenderers, or the VAT number for European tenderers).
- A file that formulates an answer to the minimum requirements and award criteria (see 11.6.1 and 11.7).

8.2. Duration of obligation

The tenderers remain obligated by their tender for a period of 120 days, starting from the day after the last date provided in these specifications for submission of the tenders.

9. Rates

9.1. General

All rates mentioned in the tender form must be expressed in Euros. This is a contract at pricelist, which means that only the unit prices are fixed.

The contractor is expected to have included all possible costs related to the services in his unit price, excluding VAT. A detailed overview in the form of a pricelist must be included in the appendix

In application of Article 21, § 2, of the Royal Decree of 15 July, 2011, the contracting authority may carry out any verifications of the accounting documents and any inspections on the premises, in order to check the accuracy of the information provided in the context of the price study.

9.2. Price revision

For this contract, a price revision is only applicable for the fluctuations of the wages and social contributions of the employees of the supplier and of the raw materials incorporated into the delivered goods. This price revision is applicable both for less and more and may be implemented at the initiative of the contracting authority or the supplier. If there is a request for price revision, it will only be declared admissible if the supporting documents from the authorized *paritair comité* of the supplier (a joint committee formed by representatives of employers and employees in a certain sector, responsible for making collective labour

contracts), or from a similar organisation for foreign tenderers, have been added to the application for price revision. With respect to the raw materials, the official reference indexes, or in case of absence, a copy of the invoices from the manufacturer of the raw materials must be added to the tender. Only one price revision may be applied per year (at every anniversary of the closing of the contract).

The following formula is applied for the calculation of the price revision:

$$P = P_0 * \left[0.5 * \frac{s}{S} + 0.3 * \frac{m}{M} + 0.20 (= F) \right]$$

The lowercase letters relate to the information on the application date of the price revision. The uppercase letters relate to information valid 10 days before opening of the tenders.

P = revised price;

P₀ = tender price;

s and S = salary costs (including social contributions);

m and M = price of raw materials;

F = non-revisable portion which includes the fixed costs and profits.

The price revision may only be applied if implementation of the increase or decrease of the price, as a result of the application or request for a price revision, is at least 3% of the price stated in the tender (for the first price revision) or of the last accepted or imposed revised price (as from the second price revision).

10. Services: Liability of the service provider

The service provider shall bear the full liability for any errors and/or problems due to negligence that may arise in provisions of the services.

In addition, the service provider indemnifies the contracting authority from any damages owed to third parties based on a delay in provision of the services or based on continuing default on the part of the service provider.

11. Access right, qualitative selection criteria, award criteria & procedure

11.1. Access right

By submitting a tender, the tenderer declares that he does not fall within the exclusions described in Article 20 §1/1 of the Act of 15 June, 2006 and Articles 61 §§ 1, 2, 5° and 6°, 3 and 4, as well as Articles 62 and 63 of the Royal Decree of 15 July 2011. The contracting authority will check the correctness of the declaration of “word of honour” by the tenderer who is eligible for appointment of the contract.

Information or documents that the contracting authority can request free of charge through electronic means from the relevant authorities, will be requested by the contracting authority.

The following documents must be enclosed with the tender:

- For the Belgian tenderer: an extract from the judicial record;
- The Belgian tenderer that hires personnel that is subject to the social security legislation of another member state of the European Union: a certificate issued by the competent authority that confirms that he has complied with the regulations regarding payment of contributions to social security in accordance with the legal definitions of the country where he resides, according to the invoice drawn up at the latest deadline for receipt of the tender, on that date;
- For the foreign tenderer: all the certificates and extracts or equivalent documents mentioned in the articles above, issued by the country involved: RSZ certificate (social security), certificate regarding fiscal debts, extract from the judicial record, certificate of non-bankruptcy, etc. If a document or certificate is not issued in the country of provenance or is not conclusive for all grounds for exclusion, a declaration under oath may be enclosed as a replacement, or if this is not provided, an official statement by the interested party before a judicial or administrative authority, notary or authorised professional organization in the country of origin or provenance.
- The Belgian tenderer who has a contribution debt to the RSZ of more than 3,000 Euros in the sense of Article 62, § 1 of the Royal Decree of 15 July 2011, or an overdue fiscal debt of more than 3,000 Euros in the sense of Article 63 of the same Royal Decree: any information that shows that the tenderer has one or more debt claims from a contracting authority or government agency, in the sense of these articles;

Non-discrimination:

In accordance with the Belgian government contract regulations, the contracting authority has, in every phase of the award procedure, the option to exclude the tenderer, who, by final court decision, has been convicted of a criminal offense that has adversely affected his professional integrity.

Non-compliance with criminally punishable environmental and social legislation may be considered to be a crime that adversely affects the professional integrity. This may be used as grounds for exclusion as soon as this is established by the court or upon arrest, regardless of the position of the procedure. The following is included as social legislation:

- Decreet van 10 juli 2008 houdende een kader voor het Vlaamse gelijkekansen- en gelijkebehandelingsbeleid (*Decree of 10 July, 2008 establishing a framework for the Flemish equal opportunities and diversity policy*); Wet van 10 mei 2007 ter bestrijding van bepaalde vormen van discriminatie (*Act of 10 May, 2007, to combat certain forms of discrimination*), Wet van 10 mei 2007 tot wijziging van de wet van 30 juli 1981 tot bestraffing van bepaalde, door racisme of xenofobie ingegeven daden (*the Act of 10 May, 2007 to change the Act of 30 July, 1981, for the punishment of certain acts by racism or xenophobia*) & Wet van 10 mei 2007 ter bestrijding van

discriminatie tussen vrouwen en mannen (*Act of 10 May, 2007 to combat discrimination between women and men*);

- Wet van 4 augustus 1996 betreffende het welzijn van de werknemers bij de uitvoering van hun werk (*Act of 4 August, 1996 regarding the well-being of employees in the execution of their work*), specifically Chapter Va, regarding violence, harassment and sexual harassment at work.

11.2. Selection criteria

a) Selection criteria regarding the financial and economic capacity of the tenderer

The tenderer must have sufficient financial capacity. This financial capacity will be evaluated based on the approved annual reports of the last three fiscal years filed with the National Bank of Belgium. The tenderers that have filed the approved annual reports with the National Bank of Belgium do not have to enclose this with their tender, as these annual reports may be electronically consulted via the federal authority.

The tenderers who have not filed the approved annual reports of the past three fiscal years with the National Bank of Belgium must enclose them with their tender. This obligation also applies to the recently approved annual report that has not yet been filed with the National Bank of Belgium, because the legal period for filing it has not expired yet.

For foreign companies, the approved annual reports of the last three years or a statement of all assets and liabilities of the company must be enclosed with the tender.

If the company has not yet published an annual report, an interim balance certified by the accountant, company auditor or person/organism that practises a similar function in his country will suffice.

b) Selection criteria related to the technical competence of the tenderer

The tenderer must have at least two relevant references for work delivered during the past three years.

The tenderer must enclose with his tender a list of the most important works he has delivered during the past three years, including the cost price, the date and the public or private entities for they were delivered to. The deliveries must be shown by certificates issued or co-signed by the contracting authority or in the case of deliveries for a private client, by certificates from the client or in their absence simply by a declaration from the supplier.

11.3. Reliance on the capacities of other entities (Article 74 of the Royal Decree of 15 July 2011)

The tenderer may rely on the capacity of sub-contractors or other entities. In this case, the tenderer must enclose the required documents with his tender, which show these sub-

contractors' obligation to make resources available to the tenderer for the execution of the contract.

The service provider is obligated to use the sub-contractors he has listed in his tender. The hiring of other sub-contractors requires the consent of the contracting authority.

Sub-contractors or entities may not be subject to exclusion as defined in Article 61 of the Royal Decree of 15 July 2011.

The documents mentioned in 11.1 must also be enclosed with the tender for these sub-contractors or entities.

11.4. Implementation plan

An implementation and operation plan for the service 'Image Processing of Belgian and African Herbarium' must be provided, which must include at least the following:

Management:

- A description of the scope and everything that is excluded from the scope;
- A description of the critical success factors;
- A description of the proposed project organization structure, the roles and responsibilities of both you as the supplier and Agentschap Plantentuin Meise;
- A specification of the expected input of employees of Agentschap Plantentuin Meise;
- A description of the computer infrastructure (hardware, operating system, storage capacity and built-in redundancy of power supplies, disc infrastructure, etc.), as well as the power and cooling system that will be used.
- A description of how you will create and deliver the images;
- A description of the way in which you are flexible with respect to collaboration, and the way in which you treat extra/reduced work.

The uniqueness of the collections and the infrastructure of Agentschap Plantentuin Meise should be taken into account.

In terms of content:

- Equipment and software to be used for creating the images;
- Equipment and software to be used for processing the files;
- Calibration of the digitization equipment;
- Inspection control and maintenance of the equipment during the digitalization process;
- Risks and deviations;
- Scope / flow of data;
- Set-up process;
- Set-up of own quality control;

- Linking system between supplier & Agentschap Plantentuin Meise;
- Provision of temporary back-up system;
- Indication of how many people will be used per work station on average;
- Tracking system used to ensure that specimens are guaranteed to be returned to the correct place or, in the event of image quality issues, the easy retrieval of previously scanned specimens;
- In what previously defined structure the output will be relayed to the Agentschap Plantentuin Meise so that it can easily be processed by their own registration and management system.

Planning:

- Planning of time schedule, phasing, turnaround times and milestones; delivery flow (divided into batches) of the images.

11.5. Requirements when implementation plan is not carried out (fines for delays due to late execution)

The delivery of the images and accompanying products takes place in more or less equal divisions (batches). In the event of late delivery of batches, for which the delivery dates are previously defined in the implementation plan, the Agentschap Plantentuin Meise demands an immediately payable financial compensation of 10% of the total amount of the contract for the relevant period as included in the implementation plan, based on Articles 46 and 154 of the Royal Decree of 14 January 2013 for determining the general execution rules of government contracts and the concession for public works. If this delay is caught up with the next batch, this financial compensation will be cancelled.

11.6. Overview of the procedure

For the entire contract, the tender will be evaluated using the minimum requirements and the award criteria. Weighting criteria (shown in brackets) will be assigned to the award criteria. The evaluation will be done by a jury of experts compiled by Agentschap Plantentuin Meise. The contracting authority may ask the tenderers for additional explanation of their tender during the evaluation process, without this leading to any changes in their tender.

All minimum requirements must be met.

11.6.1. Minimum requirements with respect to regular inspection of the tenders (see Appendix 3)

The tenderer must concur and where possible show:

ME1: that the herbarium specimens are insured for loss and/or damage and how this will be done.

ME2: that there is transparency of information in the tender concerning which part of the contract the tenderer intends to give to third party sub-contractors, including the identity and details of these sub-contractors.

ME3: that the main contractor solely guarantees the proper execution of the contract and guarantees that the sub-contracting will not create any additional hindrance to project management, logistics, quality or any other aspect of the general project approach.

ME4: that the primary contractor will always remain the responsible contact person in the communication with Agentschap Plantentuin Meise.

ME6: that the images of the herbarium specimens are entire, and clearly legible.

ME7: that the images are created on a black background.

ME8: that the entire process of the service 'Image processing of Belgian and African herbarium' can be carried out on the premises of Agentschap Plantentuin Meise with the possible exception of the post-processing part.

ME9: that he is able to carry out the offered service 'Image processing of Belgian and African herbarium' within the agreed contract duration.

ME10: that he is able, after being awarded the contract, to start the service 'Image processing of Belgian and African herbarium' within a period of twelve (12) weeks and that is able to be running at full capacity within fifteen (15) weeks.

ME11: that the same unit price per herbarium specimen will be charged for the surplus specimens (more than the minimum 900,000 images).

ME12: that the deadline of 31 January 2018 will be respected.

ME13: that he will comply with the interim deadlines for delivery of batches with Agentschap Plantentuin Meise, ensuring regular quality and quantity control by Agentschap Plantentuin Meise. The first interim deadline is, at the latest, 1 month after the start-up; the remaining interim deadlines will be maximally in 3 month intervals. These dates are binding and must be shown in your planning.

ME14: that he is prepared to set up a plan in consultation with Agentschap Plantentuin Meise, in which the daily inflow and outflow of specimens and delivery of images and metadata are agreed upon and contracted.

ME15: that he is able to process herbarium specimens with dimensions of 260 mm (width) x 430 mm (length), with possible deviations of +10 mm and -30 mm, taking into consideration the deadline and speed.

ME16: that he will personally take care of taking the herbarium specimens out of the herbarium cabinets and returning them, under the supervision of an Agentschap Plantentuin Meise staff member. This will be done in mutual consultation with the Agentschap

Plantentuin Meise. The herbarium specimens may stay a maximum of 3 business days out of the collection cabinets.

ME17: that, in exceptional cases, he has to affix the herbarium specimens with a barcode. This barcode will be provided by Agentschap Plantentuin Meise and must be attached onto the herbarium sheet by the tenderer. The place where this will be done shall be in consultation with Agentschap Plantentuin Meise.

ME18: that he will keep the risk of pest contamination (= damage by animals) to a minimum in the rooms where the materials are processed and stored.

ME19: that one of the work spaces on the enclosed plan (Appendix 4) or the collection rooms themselves are suitable for the equipment for creating the images. These work spaces are in the vicinity of the collection rooms, which will limit transport of the herbarium material.

ME20: that he will respect the safety regulations that apply to working in the collection rooms.

ME21: that he is prepared to have all of his personnel that is involved in the image processing take a 1 work day training course on the way the herbarium specimens should be handled, with the guarantee that his employees will follow this method and if necessary will be corrected. This training is very specific and will be provided by Agentschap Plantentuin Meise personnel.

ME22: that he will not change the order of the herbarium specimens, either within one cover or the covers themselves.

ME23: that he will not digitalize the covers, the specimens in pink covers and the specimens in white covers with a red dot, and that all other herbarium specimens will be processed.

ME24: that he will ensure that any loose herbarium material will not be thrown away, but will remain in the covers.

ME25: that he should not open herbarium material placed in paper bags prior to image processing.

ME26: that the lighting, work method or recording equipment will not cause any damage to the herbarium sheets and covers in any way.

ME27: that the recording equipment is quiet (not disturbing to colleagues using the same work space).

ME28: that the image quality meets the guidelines for image quality of Metamorfoze (Guidelines for Preservation Imaging Metamorfoze, version 1.0 March 2012). Within these guidelines the "Level 3 - Extra Light" variant has been chosen. (see Appendix 5)

ME29: that the master image files of the herbarium specimens meet the specifications below:

- Resolution : ≥ 420 ppi
- Position: portrait mode
- Storage format: TIFF
- Compression: TIFF uncompressed, lossless TIFF-LZW (Appendix 6)
- Colour depth: 24 bits (8 bits per channel)
- Storage location: see Appendix 3, ME37, file structure/data structure
- Metadata: TIFF tag 269: document description = barcodes, separated by comma
- File name: barcode

ME30: that the derived image files can be delivered in the following formats:

- JPEG2000 – lossless compression, suitable for publication on a portal and for visualization via browser, with big zoom options (tiling, quality levels, etc.)
- JPEG

ME31: that no software-based stitching of several images (risking distortion) be applied to create a master file.

ME32: that the minimal optical resolution of the camera be at least 420 x 420 ppi for the requested dimensions.

ME33: that all parts of the plant on the herbarium specimen are clearly in focus on the image to a depth of 15 mm.

ME34: that it is possible to include in the scan a colour reference card (TE263 Scan Reference Chart, <http://image-engineering-shop> part of Metamorfoze test targets), scale bar and the Agentschap Plantentuin Meise's logo.

ME35: that the image file shows the entire herbarium specimen, including scale bar, logo and TE263 colour reference chart, without extra background, edges or other artefacts being visible.

ME36: that he will carry out random sample checks (ISO 2859) to establish whether the data files and images delivered meet the required standard. Agentschap Plantentuin Meise will also use random sample checks (ISO 2859) to ensure that the data files and images meet these criteria.

ME37: that a log be sent on agreed intervals to Agentschap Plantentuin Meise with the following data for each image:

- Date created;
- File name;
- Quality (metamorfoze ok, not ok);
- Operator(s) and supervisor;

- Camera metadata, including model and settings.

ME38: that deviation or alteration from this document be reported immediately to the project manager at Agentschap Plantentuin Meise.

ME39: that Agentschap Plantentuin Meise, at all times, has the right to check whether specimens are being handled correctly and that all operations in the collections rooms happen according to agreed protocols.

ME40: that no material belonging to or managed by the Agentschap Plantentuin Meise ever leaves the building.

ME41: that the computer infrastructure of the digitization station does not require specialized power or cooling facilities.

ME42: that the digitization station contains the necessary computer infrastructure for the temporary storage of images (through 'storage buffering').

ME43: that the image files are sent to Agentschap Plantentuin Meise servers via the 1Gb/s Ethernet network at agreed upon intervals.

11.7. Award criteria

The award criteria below are only applicable to tenders that meet the minimum requirements. In addition, tenders must amply meet the conditions and objectives as set out in the contract document. Tenders that significantly deviate from these objectives will, in principle, be rejected.

Agentschap Plantentuin Meise reserves the right to not designate the contract. The tenders will be evaluated using the award criteria below in accordance with the assigned weighting percentages. The evaluation will be done by a jury of experts, compiled by Agentschap Plantentuin Meise.

The contracting authority may, in the context of evaluating the tenders, demand additional explanation from the tenderers, without such inquiries leading to changes in the submitted tender.

11.7.1. List of award criteria

1. Total cost price for the contract "Image Processing of the Belgian and African Herbarium", including unit price per herbarium specimen. (40% of the total score)

Score for tenderer i = (price of lowest tender/ price of tenderer i) x 40%

2. The degree to which the proposed implementation plan is set up in a well-organized, understandable, complete and completely clear manner, as well as the feasibility of the proposed timing and workflow. (25% of the total score)

3. Evaluation of the image quality by a jury of experts compiled by Agentschap Plantentuin Meise. (15% of the total score).

The tenderers will be required to create images for 10 herbarium specimens supplied by Agentschap Plantentuin Meise during a visit to the tenderer during the evaluation period.

4. The degree of experience in similar image processing processes by the team that will carry out this contract (see chapter 15). (15% of the total score)

5. Quality of the tender. (5% of the total score)

For the evaluation of this qualitative award criterion, scoring parameters with accompanying weighting percentages will be used, as follows:

- **0% of the maximum for the criterion:** very low quality tender. The tender offers no or very few answers of basic quality to the questions.
- **25% of the maximum for the criterion:** low quality tender. The tender offers a few answers of basic quality, but not for the majority of the questions.
- **50% of the maximum for the criterion:** the tender is of mediocre quality. It provides a qualitative answer to many of the questions, but not to all.
- **60% of the maximum for the criterion:** the tender is of good quality. Most of the answers are of basic quality and a number of answers are of a more than basic quality.
- **70% of the maximum for the criterion:** the tender is of very good quality. The answers are of basic quality for nearly all questions and in many cases offer an answer of more than basic quality.
- **80% of the maximum for the criterion:** high quality tender. Basic quality of answers for all questions is met and in most cases exceeded. Several items of the tender offer extra value.
- **90% of the maximum for the criterion:** very high quality tender. Basic quality of answers met for all questions and exceeded nearly every time. The tender offers extra value on many items.
- **100% of the maximum for the criterion:** excellent quality. The basic quality of the answers is exceeded for all questions. The tender clearly offers extra value all around.

12. Surety

The surety is 5% of the total amount of the contract, excluding VAT. This amount is rounded up to the next ten Euros.

In accordance with the legal and regulation definitions applicable to this, the surety may be provided in cash, public funds or in the form of joint surety.

Surety may also be provided through a guarantee from a financial institution that meets legal regulations on the statute and supervision of credit institutions, or via an insurance company that complies with legal regulations regarding the inspection of insurance companies and admitted to "Tak 15" (surety).

The service provider must, within thirty calendar days following the closing date of the contract, provide proof that they or a third party have provided the surety in one of the following ways.

1. if the guarantee is made in cash, by depositing the amount to the postal cheque account of the Deposit and Consignation Office [bpostbank account number BE58 6792 0040 9979 (IBAN) PCHQBEBB (BIC)] or a public institution that performs a similar function to the aforementioned Office, hereafter referred to as a public institution with the same function;
2. if the guarantee consists of public funds, by depositing them on behalf of the Deposit and Consignment Office in the hands of the State Cashier at the headquarters of the National Bank in Brussels or at one of its provincial agencies or a public institution offering a similar function;
3. if the guarantee is covered by a joint bonding company, by depositing through an institution that legally carries out this activity, or a deed of inclusive surety with the Deposit and Consignation Office or with a public institution bearing similar function;
4. If the guarantee is secured by way of a guarantee through a commitment certificate of a credit institution or insurance company.

This proof must be provided, as case may be, through submission to the contracting authority of either:

1. the receipt from the Deposit and Consignation Office or a public institution with a similar function;
2. the debit note from the credit institution or the insurance company;
3. the proof of deposit from the State Cashier or a public institution with a similar function;
4. the original deed of inclusive surety approved by the Deposit and Consignation Office or a public institution with a similar function;
5. the original of the deed of commitment drawn up by the credit institution or the insurance company that has permitted a surety.

These documents, signed by the depositor, state the reason for the deposit and the precise destination, comprising a summary of the task and with reference to the contract documents, surnames, first names and address of the contractor and possibly those of the third party who took responsibility for the contractor, including the statement "lender" or "authorized representative" where appropriate.

The thirty days calendar period mentioned above will be suspended during the closing period of the service provider's company for paid annual leave and compensation days according to regulations or as defined in a collective labour agreement.

The certificate of surety must be sent to the address specified in the notification of the closing of the contract.

The request of the contractor to Agentschap Plantentuin Meise to certify the practical completion of the services constitutes a request for release of the entire surety.

13. Executing the services

The 900,000 herbarium specimens must all be digitized and the files delivered by the latest 31 January 2018. The herbarium specimens to be digitized shall be delivered in partial batches, as determined in the implementation plan. Each partial batch will be evaluated via random sample tests upon completion. If the sample test fails, the digitization must be redone, completely or partially.

14. Variations

Variations are not permitted.

15. Assigned team

The tenderers are to include an overview of all the persons who will be utilized for delivering the services, along with their CV and references.

Every replacement of a team member requires the prior approval of the contracting authority. The proposed replacement must possess approximately the same competencies and experience as the original team member. In case the contracting authority rejects the proposed replacement, the tenderer is obliged to propose another person. The timely execution of the services must be taken into account (see 11.5).

16. Information session

Considering the complexity of the contract, Agentschap Plantentuin Meise has decided to hold an information session for the potential tenderers between the call for tenders and the submission deadline. They will be able to attend the information session and pose questions.

This information session will be held on **20 August, 2015 at 10:00 a.m.** at the following address: Nieuwelaan 38, 1860 Meise, Belgium.

During this information session, a short overview will be given of the required services.

In order to ensure that the information session runs smoothly, the potential tenderers who wish to attend the information session are requested to send their questions to the contracting authority via email in advance. The email address is: doe@br.fgov.be. Only those questions that have been received by the contracting authority by **10:00 a.m. 14 August 2015** will be answered during the information session.

On entering the meeting room, the attendees will be asked to disclose the identity of the company they represent together with their full address.

Following the information session, the attendees will be given a tour of the collections.

The Agentschap Plantentuin Meise will send the minutes of the information session to all the attendees.

The minutes of this information session will be published via e-notification.

17. Invoicing and payment

The contractor must send the invoices for the partial batches (as a single document) and the request for delivery of the contract (original copy) to the following address:

Agentschap Plantentuin Meise
Attention: Dienst boekhouding
Nieuwelaan 38
1860 Meise
Belgium

Only properly executed services may be invoiced.

Agentschap Plantentuin Meise has a verification period of 30 days to check the invoiced services, counted from the day of receipt of the invoice. Payment should take place within a payment period of 30 days from the end of the aforementioned verification.

If the contract documents do not provide a separate claim, the invoice will count as the claim.

The invoice must be drawn up in Euros.

These specifications explicitly deviate from the definitions of Article 1254 of the Belgian Civil Code, with respect to the payments. Each payment will first be applied to the main sum and only then to the interests.

18. Delivery

From the date of the completion of a batch (as indicated in the implementation plan), the contracting authority has a period of 30 days to complete the formalities with respect to delivery (per batch), and provide the necessary feedback to the contractor. This period will commence when the contracting authority is given possession of the list of services provided.

If the services are completed before or after the set date, the contractor must inform the leading officer by registered post requesting he certifies the completion. In this case, the period of thirty days will be effective from the date of receipt of the request from the contractor.

19. Official measures

If there are serious shortcomings on the part of the contractor, Agentschap Plantentuin Meise has the right to take official measures in accordance with the modalities provided in Article 47 of the Royal Decree of 14 January 2013.

Serious or repeated minor shortcomings of the contractor that are not remedied (sufficiently) within the declared time periods in the implementation plan may lead to termination of the contract.

If the contract is terminated in application of the preceding articles, the contractor undertakes to ensure that all materials, data, documents and the like related to or resulting from the implementation of the agreement and the tasks are immediately delivered to the Agentschap Plantentuin Meise. In this circumstance, the Agentschap Plantentuin Meise maintains all rights.

20. Disputes

Any disputes related to the execution of this contract shall be settled exclusively by the authorized courts of the judicial district of Brussels. The language used will be Dutch.

The contracting authority is in no way liable for damage or injury to persons or goods, resulting from the direct or indirect activities required for the execution of this contract. The contractor indemnifies the contracting authority from any damage claims by third parties in this respect.

B. APPENDICES

1. Introduction to the collection
2. Tender Form
3. Additional information about the minimum requirements (11.6.1)
4. Herbarium building floor plan
5. Metamorfoze light instructions
6. TIFF