

Capital Programme

Now the drawing board Then all aboard

ORIGINAL

Date
12 April 2017
Version
1.0

C5200 – Engineering Advisor
Request for Proposal

Perform today. Create tomorrow.

Schiphol

PREFACE

This Request for Proposal outlines the tender procedure for an Engineering Advisor for Schiphol's Capital Programme. This is referred to as the "Project".

This Request for Proposal provides information to interested parties regarding the nature and scope of the Project and the rules applicable to the tender procedure. The ultimate goal of the tender procedure is to nominate a party to whom the Appointment to supply the Project will be awarded. All interested parties that wish to participate in this tender procedure are advised to read this Request for Proposal carefully.

Amsterdam Airport Schiphol

Amsterdam Airport Schiphol is one of the world's major airports and we aim to retain that position in the future. Every day we work in collaboration with our partners to exceed our passengers' expectations. The airport is therefore currently undergoing a major renewal and renovation programme, called the Capital Programme. Our airport's founders were pioneers who showed courage and vision. They thought outside the box at a time when that expression did not even exist. Following their pioneering spirit, today we are building tomorrow's Schiphol – always seeking the best ideas and creative solutions.

Capital Programme

Schiphol's Capital Programme affects the entire airport infrastructure. Encompassing constructions and infrastructural adjustments both on landside and on airside, it touches the core of Schiphol as an operational Mainport. The infographic below (included in this Request for Proposal as annex A) visualizes the main projects included in the Capital Programme, for example:

- The construction of a new pier (56.000 m²);
- The construction of a new terminal (100.000 m²);
- The development of landside infrastructure including roads, utilities and various multi story car parks;
- The development of Schiphol Plaza.

SCHIPHOL IS GROWING | The Capital Programme

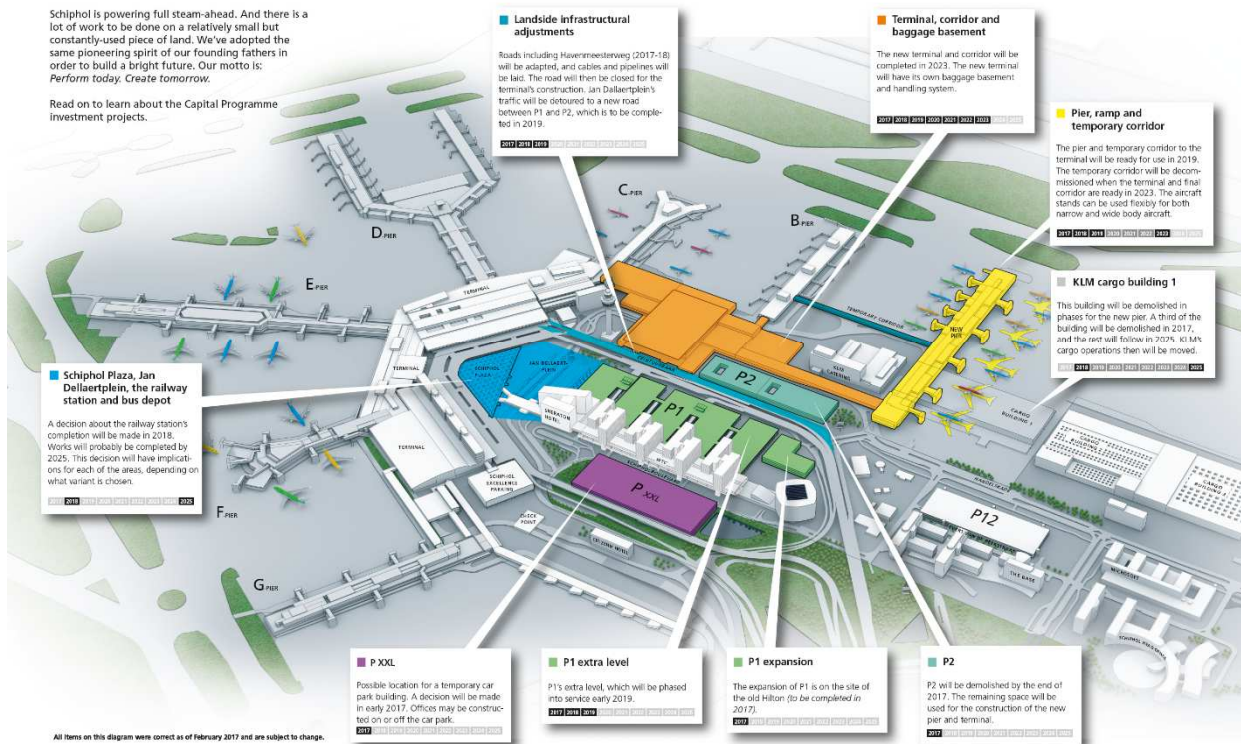


Image 1. Capital Programme Infographic

Capacity expansion and quality improvement

The implementation of the Capital Programme is essential as Schiphol wants to excel in comparison with its competitors, in terms of both capacity and quality, now and in the future. Therefore, capacity development combined with improving quality and passenger experience has been included as a central component in the strategy, whereby sufficient scope is offered for inspiring new concepts. Schiphol has set out in its strategy how it aims to maintain and further develop the position of Mainport Schiphol as a multi-modal hub and 'Europe's Preferred Airport'. The details of this strategy are broken down into five themes: 'Top Connectivity' (connecting), 'Excellent Visit Value' (competitive), 'Competitive Marketplace' (attractive place in which to work, do business and to visit), 'Development of the Group' (strengthening) and 'Sustainable and Safe Performance' (safe and future-proof). Integrating these themes in all of its projects, by 2025 the Capital Programme will enable Schiphol to welcome 25% more passengers and retain its Mainport position.

Engineering Advisor

To be able to successfully implement its Capital Programme, SNBV is looking to contract a Consultant, or Syndicate, that can provide engineering capability. The Scope of Services that the Appointment of the Engineering Advisor encompasses is trifold:

- Task 1.** The Engineering Advisor will conduct peer reviews of all design deliverables that will be submitted to the Capital Programme by the contracted Design Consultants – the masterplan design deliverables, preliminary design deliverables, definitive design deliverables and technical design deliverables.
- Task 2.** The Engineering Advisor will:
- a. deal with any architectural, engineering or technical queries that the parties who will be awarded the integrated design appointments for the Capital Programme might have;
 - b. deal with any architectural, engineering or technical queries during construction of all Capital Programme projects that neither the contracted Design Consultants nor the contracted PMCM can answer;
 - c. review O&M manuals and the content of BIM models once the construction of all buildings and infrastructure for the Capital Programme has been completed.
- Task 3.** The Engineering Advisor will second a number of professional experts with several years of architectural and engineering experience, including experience in aviation, to the Capital Programme team. The required expertise will at minimum encompass the following roles:
- a. Terminal/aviation architect/planner
 - b. Civil or structural engineer
 - c. Mechanical engineer
 - d. Electrical engineer

The Engineering Advisor Appointment will be brought to market by means of a European tender for which this is the Request for Proposal.

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DEFINITIONS AND ABBREVIATIONS

The following definitions are used in this Request for Proposal:

Agreement	means the Agreement, as defined in FIDIC General Provisions, to be signed between SNBV and the Consultant following the Award of the Appointment. The draft version of the Agreement is included in this Request for Proposal as annex C
Ambitions Document	means the document in which area A is broadly defined and in which SNBV's ambitions are expressed in written form and images. The Ambitions Document is included in this Request for Proposal as annex J
ARN ²⁰¹⁶	means the Dutch Tendering Regulations for the Utilities Sector 2016 (<i>Aanbestedingsreglement Nutssectoren 2016</i>) which is included in this Request for Proposal as annex B
Appointment	means the Services defined in Appendix 1 [<i>Scope of Services</i>]
AW 2012	means the Dutch Public Procurement Act (<i>Aanbestedingswet</i>) 2012 as applicable since July 1, 2016
Award	means the Award of the Appointment to the Tenderer that has submitted the Proposal with the MEAP
Award Criteria	means the criteria as referred to in paragraph 5.3.1 of this Request for Proposal
Clarification Phase	means the phase in which SNBV will verify whether no Grounds for Exclusion will be applied to the Tenderer that has submitted the Proposal with the MEAP and whether its Proposal meets all Suitability Requirements
Consultant	means the legal entity/Tenderer whom has been awarded the Agreement for the Project on the basis of the MEAP, and where applicable also referred to as "Engineering Advisor"

Engineering Advisor	means the legal entity/Tenderer whom has been awarded the Agreement for the Project on the basis of the MEAP, and where applicable also referred to as “Consultant”
ESPD	means the European Single Procurement Document. This is a uniform tender document in compliance with article 2.84 of AW 2012. The ESPD is a mandatory component of the Proposal
FIDIC	means the Federation Internationale des Ingenieurs-Conseils, the international federation of consulting engineers
First Selection	means the phase of the tender procedure in which SNBV will make a selection of the Proposals submitted based on the Grounds for Exclusion and Suitability Requirements defined in this Request for Proposal
Grounds for Exclusion	means the criteria that may result in exclusion as defined in this Request for Proposal
Information Notice	means the document used by SNBV to provide information and clarification to the Tenderers during the tender procedure
MEAP	means the Most Economically Advantageous Proposal pursuant to the Award Criteria as specified in the Request for Proposal
Plan of Approach	means the proposal of the Tenderer as described in paragraph 5.3 of this Request for Proposal
Project	means the project to supply the Services of Engineering Advisor to Schiphol Capital Programme as outlined in this Request for Proposal and Appendix 1
Proposal	means the Proposal of the Tenderer, drawn up in response to and accordance with this Request for Proposal
Reference Project	means a Reference Project as referred to in article 2.92a of the AW 2012
Request for Proposal	means this invitation issued by SNBV to participate in the tender procedure and submit a Proposal, including the annexes therein

Scope	means the nature and extent of the Project
Services	means the services as defined in Appendix 1 [<i>Scope of Services</i>]. In conformity with FIDIC, Services comprise Normal Services, Additional Services and Exceptional Services
SNBV	means Schiphol Nederland B.V., the contracting entity of the tender procedure and where applicable also referred to as “Client”
Suitability Requirements	means the requirements as referred to in paragraph 5.2.2 of this Request for Proposal
Syndicate Member	means a legal entity that participates in a Syndicate
Syndicate	means an association of legal entities as referred to in article 10 of the ARN ²⁰¹⁶
Tender Dossier	means the documents as referred to in annex D of this Request for Proposal, including any addenda and Information Notices
Tenderer	means a legal entity, or Syndicate, that expresses its interest by submitting a Proposal in accordance with the Request for Proposal
TenderNed	means an electronic platform used for conducting this European tender procedure (www.tenderned.nl)

Unless stated otherwise, other terms and abbreviations will have the meaning as described in the FIDIC contract, under General Conditions

1. GENERAL

This chapter provides a general introduction, information regarding the tender procedure, an overview of the Tender Dossier and a time schedule containing all the individual steps, activities and deadlines leading to the final Award of the Agreement.

1.1 Introduction

This is a Request for Proposal (RFP) for the Award of an Agreement for an Engineering Advisor for Schiphol's Capital Programme. This RFP clarifies the Scope of Services and activities to be performed by the Consultant, the intended Agreement to be concluded and a description of the procedure for the selection of the Most Economically Advantageous Proposal (MEAP). This Request for Proposal and all documents related to this tender procedure have been published on TenderNed (www.tenderned.nl, TenderNed number: 130378).

The AW 2012 and the ARN²⁰¹⁶ apply to this tender. The ARN²⁰¹⁶ is included as annex B to this Request for Proposal. Please note that a Dutch version and an English translation have been attached. The English version is a draft version at this time. The Dutch version shall prevail, in case of any conflict.

The Appointment for the Project will be awarded in accordance with FIDIC White Book model services agreement, complemented by SNBV's particular conditions, which will include amendments and additions to the general conditions. A draft version of the Agreement is included as annex C to this Request for Proposal.

The information in this Request for Proposal relating to any aspect, including the Scope, duration of the Appointment and the scheduling of the tender procedure are indicative: no rights may be derived from them and they may be amended by SNBV.

1.2 Tender procedure

This European tender will be awarded through an open procedure (as referred to in the AW 2012). The tender procedure consists of only one phase where firstly all Proposals will be assessed based on the Grounds for Exclusion and Suitability Requirements (First Selection), as described in chapter 5 of this Request for Proposal.

All Proposals meeting these requirements will subsequently be evaluated based on the Award Criteria, as described in chapter 5 of this Request for Proposal. The tender procedure will result in the Award of the Appointment to the one Tenderer with the MEAP (Most Economically Advantageous Proposal), taking into account Award Criteria that reflect methodology, quality and price. The Award Criteria and the method of assessment are lined out in chapter 5 of this Request for Proposal.

1.3 Tender Dossier

The Tender Dossier, as issued via TenderNed, encompasses the documents as listed in annex D. The Proposal shall be responsive to the complete Tender Dossier which encompasses the documents listed in annex D and any addenda / Information Notices to the Tender Dossier which may be issued as described in this Request for Proposal.

The Tenderer shall scrutinize each document immediately upon receiving it and shall promptly give notice, to SNBV, of any pages that appear to be missing and/or any other obvious errors or omissions. The Tenderer must carefully examine the complete Tender Dossier. Failure to comply with these instructions or with any other tender requirements will be at the Tenderer’s risk. Tenderers, who don’t report errors, omissions or contradictions before the date of submission, waive their right to challenge these irregularities.

Annexes of this Request for Proposal are provided in the Tender Dossier as separate documents. In case the Tenderer needs to process the content of an annex in its Proposal, an open file format is provided.

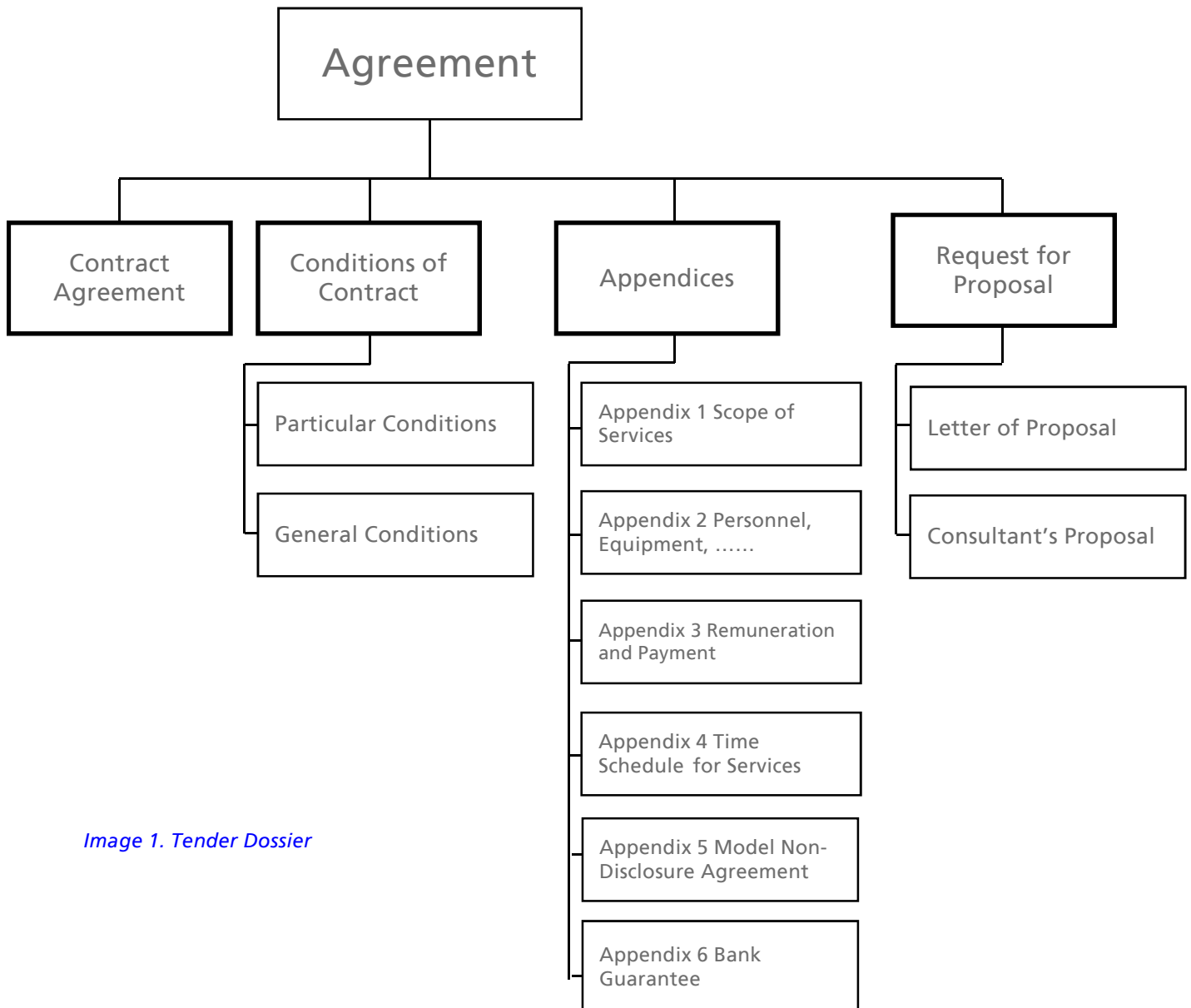


Image 1. Tender Dossier

1.4 Schedule of the tender

The indicative time schedule for this tender procedure is stated in table 1. Schedule.

Schedule of the Tender			
	Activity	Actor	Day Date Time (Time zone: CEST)
Tender phase	Notice on TenderNed	SNBV	Wednesday, 26 April 2017
	Deadline for submitting questions for this tender via TenderNed	Tenderer(s)	Tuesday, 9 May 2017
	Publication of Information Notice on TenderNed	SNBV	No later than Thursday, 18 May 2017
	Deadline for submitting Proposals	Tenderer(s)	Thursday, 8 June 2017, before 12:00 noon
	Assessment of Proposals	SNBV	Starts Thursday, 8 June 2017, end date is dependent on the integrated design terminal tender
	Interviews with Core Team Members	SNBV, Tenderer(s)	To be established
	Announcement of assessment result and invitation to Clarification Phase	SNBV	To be established
	Deadline for documents submitted for verifying the ESPD	Selected Tenderer	10 calendar days following the announcement of the assessment result
	Announcement of (provisional) Award of the Agreement	SNBV	To be established
	Deadline objection period in accordance with the ARN ²⁰¹⁶	Tenderer(s)	5 calendar days following the announcement of the assessment result
	Announcement of final Award of the Agreement	SNBV	20 calendar days following the announcement of the assessment result
	Start Agreement	SNBV, Consultant	20 calendar days following the announcement of the assessment result

Table 1. Schedule

All Tenderers should bear in mind that the latest dates for submitting their Proposal and questions as stated in the schedule above are final deadlines. All other dates are provisional; no rights can be derived from them and they may be amended by SNBV.

Please note that the Award date of this Appointment is aligned with the award date of the integrated design terminal tender (as the same Consultant cannot be awarded both Agreements); it is intended that this Appointment will only be awarded after the integrated design terminal tender has been awarded. Therefore parties can bid for both this tender and integrated design terminal tender on the basis that they can only be awarded one Agreement.

1.5 Document structure

This Request for Proposal is structured as follows:

- **Chapter 2 – TENDER REQUIREMENTS**
Chapter 2 describes the applicable conditions and tender requirements.
- **Chapter 3 – THE APPOINTMENT**
Chapter 3 outlines the Scope of Services and the activities to be performed by the Engineering Advisor, as well as the Appointment that will be concluded.
- **Chapter 4 – SUBMITTING A PROPOSAL**
Chapter 4 provides information about submitting a Proposal.
- **Chapter 5 – TENDER PROCEDURE AND ASSESSMENT OF THE PROPOSALS**
Chapter 5 describes the tender procedure and assessment of the Proposals.
- **Chapter 6 – AWARD OF THE AGREEMENT**
Chapter 6 describes the Award of the Agreement.
- **Chapter 7 – COMMUNICATION**
Chapter 7 outlines the conditions applicable to the communication concerning this tender procedure.
- **Chapter 8 – CHECKLISTS OF DOCUMENTS TO BE SUBMITTED**
Chapter 8 includes checklists concerning the documents to be submitted with a Proposal.
- **Chapter 9 – ANNEXES**
Chapter 9 lists the annexes that are an integral part of this Request for Proposal. The annexes will be published via TenderNed as separate documents.

2. TENDER REQUIREMENTS

This chapter describes the applicable conditions and tender requirements.

2.1 Number of Proposals

A company may apply no more than once in total as a Tenderer, either independently or as a Syndicate. Companies belonging to the same group of companies will be considered the same company in this tender procedure. If several companies within a single group are interested, they may participate in the tender procedure only if they apply as a single Tenderer, regardless of whether they participate in combination with third parties.

SNBV reserves the right to exclude Tenderers who cannot demonstrate convincingly that their participation does not distort competition. It is presumed that competition is distorted in case of different Tenderers who are part of the same group (as referred to in Book 2, Section 24, under b, of the Dutch Civil Code) and who submit separate Proposals, either independently or in a partnership. It is presumed that competition is also distorted if a legal entity submits a Proposal independently or in a partnership and simultaneously acts as a subcontractor to another Tenderer in this tender. These examples are not exhaustive.

2.2 Group

If the Tenderer or one of the Syndicate Members (in the event of a Syndicate) is part of a group, the parent company must declare that none of the other group members have applied for the Appointment.

2.3 Multiple Tenderers within a single group

If multiple businesses within the same group have applied for the Appointment as separate Tenderers, the parent company must determine which of the group members will withdraw their candidacy. If the parent company fails to make a decision within seven (7) calendar days following a request from SNBV to do so, SNBV will make the decision by means of drawing lots.

2.4 Tenderers and subcontracting to third parties for performance of the Agreement

This chapter details the requirements and conditions pertaining to a Syndicate.

Syndicate: ESPD

In case of a Syndicate every Syndicate Member individually needs to submit an ESPD. This must be done using the ESPD module part II on TenderNed.

Syndicate: Declaration of syndication

With its Proposal, a Syndicate must submit a declaration of syndication. Annex E of this Request for Proposal contains the template for this declaration.

Syndication agreement upon request

Upon request, the Syndicate must submit a syndication agreement within ten (10) days in accordance with article 10.2 of the ARN²⁰¹⁶.

Syndicate: Jointly and severally liable

In case of a Tenderer that is a Syndicate, each Syndicate Member will, in accordance with article 10.4 ARN²⁰¹⁶, with accepting the Agreement, accept joint and several liability for the proper and full performance of the Agreement to be confirmed by that Tenderer in a written statement.

Syndicates: No changes permitted

After submitting a Proposal, no changes may be made to the composition of the Syndicate as stated without the prior written permission of SNBV. This permission will only be granted in extremely exceptional circumstances (e.g., in the event of mergers or takeovers by Tenderers or Syndicate Members), and only if such change is allowed under the AW 2012. SNBV may set conditions when granting its permission. In any event, Syndicates must continue to comply with the requirements in this Request for Proposal.

Syndicates: Legal entity

If the Consultant consists of a Syndicate, then upon Award of the Agreement, the Syndicate must set up a legal entity for the purpose of executing the Appointment.

Engaging third parties

- In case a Tenderer wishes to appeal to the financial and economic standing, or the technical expertise and professional skill of a third party, the Tenderer must comply with the regulations set out in article 11 of the ARN²⁰¹⁶. If the Tenderer has designated other legal entities, this must be indicated in the Proposal in part II section C of the ESPD.
- Although independently meeting the requirements set in this tender procedure, both independent Tenderers or Tenderers consisting of a Syndicate may engage third parties for the performance of the Agreement. In principle, Tenderers must perform the Agreement entirely independently. Engaging third parties is only allowed with prior written consent of SNBV.
- The Tenderer must guarantee that the third party involved meets all requirements made in this tender procedure for the activities to be assigned to that third party.
- SNBV is entitled to assess the accuracy of this guarantee.
- The Tenderer bears full responsibility for third parties it engages.
- The Tenderer must demonstrate that the third party is available for the services and will perform part of the services for which the Tenderer relies on it, in event that the Agreement is awarded to the Tenderer. By clearly and correctly completing part II of the ESPD, Tenderer declares that upon announcement of the (provisional) Award result it can provide documentary evidence to this end.

This documentary evidence must be a dated and signed statement in which the third party unconditionally and irrevocably states that, in case the Agreement is awarded to the Tenderer, the means/personnel/knowledge/personnel of the third party are available to the Tenderer AND the third party will carry out the part of the services for which the Tenderer relies on the third party.

2.5 Language

Notwithstanding article 5 of the ARN²⁰¹⁶ the language of this tender procedure is English. The documents submitted by the Tenderers must be drawn up in the English language. If there are valid reasons (validity to be determined solely by SNBV) why annexes to the Proposal cannot be submitted in English, then SNBV can permit these annexes to be submitted in Dutch. In such an event, the Tenderer will submit a substantiated request for permission to SNBV via TenderNed's message module in a timely manner (at least three (3) weeks prior to the deadline for submitting the Proposal), subsequent to which SNBV will issue a decision in writing within one (1) week of whether or not permission has been granted.

The working language during the performance of the Agreement is the English language for all verbal and written communication. SNBV emphasizes the importance of knowledge and understanding of the local rules and regulations, as well as the importance of communication in Dutch, which will be necessary during the performance of the Agreement.

Design deliverables from the Design Consultants will be produced in both English and Dutch languages. For peer reviews, the Engineering Advisor will be required to review design deliverables in both languages.

2.6 Cost of submitting a Proposal

Any costs incurred by the Tenderer for drawing up or submitting a Proposal will in no way whatsoever be eligible for compensation by SNBV.

2.7 Intellectual property

SNBV holds the intellectual property rights to the information it provides. Without SNBV's prior written consent, nothing in this Request for Proposal may be multiplied (for other purposes than submitting the Proposal) by means of printing, photocopying, microfilm or otherwise. Violation of this provision may lead to immediate exclusion from the tender procedure and may be deemed as a circumstance as referred to in article 22.2 of the ARN²⁰¹⁶. The provisions of this paragraph 2.7 do not prejudice SNBV's rights to compensation of damages.

2.8 Confidentiality

By participating in the tender procedure, Tenderers are obligated to handle any information received from SNBV confidentially and refrain from passing that information on to third parties, unless this information is in the public domain. They are

permitted to pass on this information to third parties (subcontractors or Syndicate Members) engaged by the Tenderers involved in the tender procedure under an obligation of confidentiality. This obligation does not apply if the provisions of the Request for Proposal or other announcements by SNBV expressly provide otherwise.

SNBV will treat confidentially any information from the Tenderer which confidential nature it knows of or reasonably ought to know of, and will at all events take the Tenderer's justified (business) interests into account.

2.9 Acceptance of draft Agreement

Tenderer must indicate acceptance of the draft Agreement by means of completing and legally signing the Letter of Proposal (annex F). During the tender procedure, Tenderers have the opportunity to respond to the draft Agreement and other documents in the Tender Dossier by submitting questions. These questions will be answered by SNBV in the Information Notice. No further changes will be made after the Information Notice has been issued. SNBV reserves the right not to accept any suggestions from the Tenderers. The final draft of the Agreement must be fully and unconditionally accepted by the Tenderers with the submission of their Proposals. Failing to meet this condition could lead to the exclusion of the Tenderer from participation in the tender procedure.

2.10 General terms and conditions

No delivery, payment, and/or other conditions apply to this tender procedure and any contract ensuing from it other than the (contractual) conditions that SNBV sets out in the Request for Proposal. Any Proposal invoking (different) conditions will be deemed not to exist. SNBV expressly rejects the applicability of any general terms and conditions of the Tenderer.

2.11 Administrative terms and conditions

ESPD

- For the purposes of the Proposal, the ESPD digital module on TenderNed must be used.
- Tenderers (in case of a Syndicate all Syndicate Members) must fill out the ESPD(s) truthfully and completely. The ESPD must be completed either digitally or by hand. A digitally completed ESPD must be (1) printed out, (2) signed, (3) scanned and (4) submitted as part of the Proposal.
- Do not use the XML version in the tender dossier (*an XML-file will automatically be generated by TenderNed*), use the ESDP digital module (in Dutch: 'Uniform Europees Aanbestedingsdocument) on TenderNed.
- You can change the language of the ESPD to English at the top of the digital module.
- If there is insufficient space on the ESPD to answer the questions, then the answers must be provided in separate annexes to the ESPD.
- The ESPD must be signed and the annexes must be initialled by a legally authorised representative of the Tenderer. The legal authorisation must be demonstrated by means of a copy of the Chamber of Commerce registration.

If the person who signs (part of) the Proposal requires a power of attorney to do so, Tenderers must submit this power of attorney with their Proposal.

In the case of a Syndicate, each of the Syndicate Members must demonstrate that the signatory of the ESPD is a legally authorised representative.

- Candidates may not submit a conditional Proposal.

Compliance

The Tenderer must at all times be compliant with – and thereby understand – Dutch law, rules and regulations (e.g. the criteria of the Buildings Decree), and Schiphol policies.

Meet requirements during entire tender procedure

During the entire tender procedure, none of the Grounds for Exclusion may apply to the Tenderers and Tenderers must meet all Suitability Requirements. If at any point in time this is no longer the case, the Tenderer concerned must inform SNBV immediately in writing. In such circumstances, SNBV is entitled to exclude this Tenderer from further participation in the tender procedure.

2.12 Consent with tender procedure and forfeiture of rights

By submitting a Proposal, the Tenderers fully agree with the tender procedure as described in this Request for Proposal and consents to the provisions in this Request for Proposal, the Tender Dossier and any other provisions applicable to the tender procedure. The Request for Proposal has been prepared with great care. SNBV requires interested parties to be proactive. Interested parties have an obligation to inform SNBV and/or ask for clarification – prior to submitting their Proposal – about any objections, omissions, mistakes, contradictions or ambiguities etc., in order to allow SNBV to address such irregularities in time. If Tenderers do not inform SNBV and/or do not ask for clarification, SNBV will trust the tender procedure can be continued unchallenged and will proceed with the receipt of the Proposals. Tenderers that do not object prior to submitting their Proposal forfeit the right to object in court against these mistakes, omissions or contradictions etc.

3. THE APPOINTMENT

3.1 Appointment description

SNBV is looking for a Consultant, or Syndicate, that can provide engineering capability during the implementation of its Capital Programme (a general summary of the content of the Capital Programme can be found in the Capital Programme Infographic included in this Request for Proposal as annex A). The Scope of Services that the Appointment of the Engineering Advisor encompasses is trifold:

- Task 1. The Engineering Advisor will conduct peer reviews of all design deliverables that will be submitted to the Capital Programme – the masterplan design deliverables, preliminary design deliverables, definitive design deliverables and technical design deliverables.
- Task 2. The Engineering Advisor will:
 - a. deal with any architectural, engineering or technical queries that the parties who will be awarded the integrated design appointments for the Capital Programme might have;
 - b. deal with any architectural, engineering or technical queries during construction of all Capital Programme projects that neither the contracted Design Consultants nor the contracted PMCM can answer;
 - c. review O&M manuals and the content of BIM models once the construction of all buildings and infrastructure for the Capital Programme has been completed.
- Task 3. The Engineering Advisor will second a number of professional experts with several years of architectural and engineering experience, including experience in aviation, to the Capital Programme team. The needed expertise will at minimum encompass the following roles:
 - a. Terminal/aviation architect/planner
 - b. Civil or structural engineer
 - c. Mechanical engineer
 - d. Electrical engineer

A detailed description of the Scope of Services the Engineering Advisor will provide is included in this Request for Proposal as Appendix 1.

3.2 Volume

Schiphol's Capital Programme encompasses miscellaneous projects, visualised in the Capital Programme Infographic (annex A). The Engineering Advisor Appointment is programme-related and can thus be related to all Capital Programme projects. Task 1 encompasses the execution of peer reviews of the masterplan design deliverables, preliminary design deliverables, definitive design deliverables and technical design deliverables that will be submitted to the Capital Programme (e.g. for the following projects: pier and airside, terminal, roads and utilities and car parks - the deliverables to be reviewed is dependent on the design stage the project is in).

Task 2 may include queries and reviews related to any and all Capital Programme projects. As for task 3, it is estimated that SNBV will require at least four professional experts to be seconded to the Capital Programme team for a period of seven years.

3.3 Motivation for one lot

The Scope of Services for the Engineering Advisor will be tendered in one lot. In the opinion of SNBV the tasks that the Scope of Services this tender encompasses are inherently interlinked. A review of design deliverables can require both seconded dedicated personnel and specialist skills – as can any engineering or technical query and review of an O&M manual or BIM model. As it is important that responsibility for one review or query can be attributed to one party only, this tender aims at contracting one Consultant (or Syndicate) that can fulfill the entire Scope of Services.

Due to the Scope and specific complexities of the Appointment, SNBV expects that the delineation of the Appointment will not alter the amount or type of possible interested and suitable parties. The Scope encompasses services which in the opinion of SNBV can be provided by a range of small and medium enterprises, either independently, but in any event as part of a Syndicate or as a sub-consultant.

3.4 Form and duration of the Appointment

The Appointment for the Project will be awarded in accordance with FIDIC White Book model services agreement, complemented by SNBV's particular conditions, which will include amendments and additions to the general conditions. A draft version of the Agreement is included as annex C to this Request for Proposal.

This Appointment is programme-related. The Agreement to be concluded with the intended Consultant, or Syndicate, will be valid during the execution of the Appointment. The Appointment will commence on the Agreement award date and remain valid until the completion date of the Capital Programme, which is expected end 2026.

SNBV is entitled to extend the duration of the Agreement if this is necessary for the execution of the Appointment.

4. SUBMITTING A PROPOSAL

This chapter provides information about when, where and how a Tenderer is to submit a Proposal.

4.1 Proposal

In order to be eligible for the Award of the Appointment, Tenderers must submit a Proposal via www.TenderNed.nl no later than the date and time stated in paragraph 1.4 of this Request for Proposal. A short manual describing how to use www.TenderNed.nl has been included in this Request for Proposal as annex G (Six steps to bidding for public procurement contracts online by TenderNed).

SNBV notes that Tenderers must have an 'E-recognition' account to be able to use TenderNed. After application, it takes several working days before the 'E-recognition' becomes available. Tenderers are therefore advised to register in time, to make the submission of a Proposal possible.

No Proposal may be submitted by e-mail.

The stated date and time by which Proposals must be submitted is a strict deadline. Any Proposals received after the deadline will not be processed. At all times, Tenderers are responsible for submitting their Proposals on time and in the proper manner.

SNBV advises Tenderers to submit their Proposals well in advance of the deadline. Any malfunctions during uploading are at the Tenderers' own risk. SNBV cannot open the virtual safe on TenderNed before the final deadline.

Proposals must be submitted in .pdf format. Any other file format will be considered not to have been submitted. The Proposal must be submitted as two separate documents:

1. Proposal [name Tenderer]:
 - a. Completed Reference Projects form Suitability Requirements (annex H)
 - b. Plan of Approach, comprising:
 - i. Award Criteria A (annex L);
 - ii. Award Criteria B (annexes K and L).
2. Commercial Proposal [name Tenderer]:
 - a. Letter of Proposal (annex F);
 - b. Pricing Schedule (annex I);
 - c. Banker's reference including a letter of intent that a bank guarantee of 5% of the total Appointment value will be issued on demand.

All files the Proposal encompasses must be submitted via TenderNed. For an overview of the annexes that must be submitted with the Proposal and following the

announcement of the (provisional) Award, please see the checklists included in chapter 8 of this Request for Proposal.

4.2 Exclusion from participation in other tenders

Tenderers are encouraged to participate in several tenders (and lots) of the Schiphol Capital Programme. This raises competition and increases the chances of Tenderers to be awarded one or more of the tenders (and lots). It is reiterated that Tenderers may participate in several tenders and lots, without being excluded. In order to preserve objectivity and independence and secure the interests of SNBV the following rules do apply however:

- It is possible for Tenderers to participate in both the tender for integrated design terminal and the tender for Engineering Advisor, but the same Tenderer cannot be awarded both tenders. In case a Tenderer should be awarded both tenders that Tenderer will automatically be excluded from the Engineering Advisor tender and will be awarded the integrated design terminal appointment.
- It is possible for Tenderers to participate in both the tenders for the construction appointments and the tender for Engineering Advisor, but the same Tenderer cannot be awarded both tenders. In case a Tenderer should be awarded both tenders that Tenderer will be automatically excluded from the construction appointments tender and will be awarded the Engineering Advisor Appointment.
- The Tenderer that will be awarded the Engineering Advisor Appointment cannot provide any engineering services, either as a Syndicate Member or as a third party, to the Tenderers that will be awarded any and all of the construction appointments and the integrated design appointments.

A Tenderer as mentioned in this paragraph, includes a Syndicate, a Syndicate Member, and a third party as described in paragraph 2.4 of this Request for Proposal.

In case a Tenderer wins two appointments that cannot be combined, as described above, this Tenderer will not be excluded from one tender until it is certain that it has been awarded the other tender. The exclusion will only follow once the standstill period has passed without objections, or a judgement has not prevented the appointment to be awarded to the Tenderer and the award has thus become definitive.

To prevent hindrance of competition, the rules described above not only apply to Tenderers, but also to Syndicate Members and entities that belong to the same group of companies as the Tenderer that will be awarded the Appointment. Only when an entity that belongs to the same group of companies as the Tenderer can convincingly demonstrate that the element of competition is not and will not be hindered by the involvement of this entity can SNBV decide to deviate from this standpoint.

4.3 Variant solutions

Submission of variant solutions or alternatives within the framework of the AW2012 (tender not conforming to the specifications) is not permitted.

4.4 Validity period

Contrary to article 15.1 ARN²⁰¹⁶, the Proposal shall remain valid and open for acceptance for the period of 120 days from the Proposal submission date stated in the time schedule in paragraph 1.4. This period has been extended with 60 days as the Award of this Appointment is dependent on the Award of the integrated design terminal tender. The Engineering Advisor Appointment will only be awarded after the integrated design terminal tender has been awarded.

In addition, Tenderers are bound by their Proposal until two weeks after judgment in any first instance interim relief proceedings that have been instituted within the framework or as a result of this tender procedure.

5. TENDER PROCEDURE AND ASSESSMENT OF THE PROPOSALS

This chapter describes the procedure for the selection of the Most Economically Advantageous Proposal (MEAP).

5.1 Assessment committee and assessment steps

All Proposals will be assessed by an independent, multi-disciplinary assessment committee. The assessment committee for the Proposal consists of at least five persons, all of whom will have relevant experience which enables them to perform a proper judgement. SNBV may involve external experts.

The outcome of the assessment will be checked by a legal specialist of SNBV and ultimately by both the moderation team and the tender board of SNBV. Assessment of the proposals will take place in accordance with the following steps:

1. Timely/complete receipt of Proposals
2. First Selection
3. Award Criteria
4. Interviews
5. Overall assessment and checks
6. Verification
7. (Provisional) Award and invitation to Clarification Phase
8. Clarification Phase
9. Final award

Explanatory notes:

1. The Proposal will be assessed for timeliness and completeness. If documents are missing after the deadline for submitting Proposals has expired, this may lead to exclusion.
2. During First Selection those Tenderers whose Proposals comply with the Suitability Requirements as described in paragraph 5.2 and to whom no Grounds for Exclusion are applicable will be selected. Tenderers whose Proposals do not meet these criteria may be excluded from the tender procedure. Tenderers must not submit any evidence concerning the Grounds for Exclusion and Suitability Requirements together with their Proposals, with the exception of the documents listed in table 4 (chapter 8).
3. All Proposals that comply with the requirements of the First Selection, will subsequently be thoroughly assessed based on the Award Criteria as described in

paragraph 5.3 as to select the Most Economically Advantageous Proposal (MEAP).

4. As part of the selection of the MEAP, the Core Team Members of the Tenderers that comply with the requirements of the First Selection will be invited for an interview. The assessment of this interview will be done by the assessment committee that also assesses the Proposals. Please see paragraph 5.3.2 for more details.
5. After assessing the interviews, the final scores of all Proposals will be determined. The legal specialist, the moderation team and the tender board of Schiphol will perform the final checks of the assessment outcome.
6. This phase offers room for possible verification.
7. The (provisional) Award result, rejections and exclusions will be sent in writing simultaneously to all Tenderers. The one Tenderer with the MEAP will be invited to participate in the Clarification Phase.
8. A Tenderer that is excluded or rejected, and therefore not invited to participate in the Clarification Phase, may object to this decision by submitting an objection to SNBV within five (5) calendar days of the date of dispatch of the exclusion or rejection. Within a period of five (5) calendar days, SNBV will indicate, with justification, whether or not it stands by its decision. If SNBV stands by the exclusion or rejection, the Tenderer may take action against this by instituting interim relief proceedings within twenty (20) calendar days of the date on which SNBV made its views known to the Tenderer concerned.

The aim of the Clarification Phase is to allow the one Tenderer with the MEAP to further substantiate its Proposal, address any additional questions by SNBV and to prepare the post-award phase. The one Tenderer with the MEAP will be requested to hand in the supporting documents (see table 5, chapter 8) to enable SNBV to verify whether the one Tenderer with the MEAP meets all the requirements and expectations and to check the data provided in its ESPD as described in paragraph 5.4. Once SNBV requests documentary evidence, the Tenderer must submit that evidence, as soon as possible, but within ten (10) days after the request was made in the announcement of the (provisional) Award result. If a Tenderer does not submit the requested evidence on time, SNBV is entitled to exclude that Tenderer from the tender and Award the Appointment to the successive Tenderer who previously was not selected.

During the Clarification Phase SNBV also assesses to what extent the attitude and working method of the one Tenderer with the MEAP corresponds with the attitude and working method that may be expected from an expert who can best achieve the objectives of the Project.

SNBV will put the Proposal aside if, in the assessment of SNBV, the one Tenderer with the MEAP has not substantiated its Proposal sufficiently, has not given a sufficient impression that it will keep its promises, or has insufficiently

demonstrated an attitude and working method that may be expected of an expert who can best achieve the objectives of the Project.

The one Tenderer with the MEAP is not allowed to make any further changes to its Proposal during this phase. If the Proposal of the one Tenderer with the MEAP does not meet the requirements of the Agreement, the Proposal may be rejected as invalid.

9. After 20 days, if there is no appeal and if the procedure has been followed in accordance with article 14.12 of the ARN²⁰¹³, the Award becomes final.

5.2 First Selection

This paragraph details the First Selection process. All Proposals submitted by Tenderers that are valid, complete and submitted on time will be assessed by SNBV in accordance with the following steps:

Table 2. First Selection

First Selection	
Step	Process
1. Grounds for Exclusion	Assessment on the basis of AW 2012 Grounds for Exclusion as described in paragraph 5.2.1.
2. Suitability Requirements <ol style="list-style-type: none"> a. Financial and economic capacity; b. Technical and professional capability; c. Registrations. 	Subsequently, the Proposals will be assessed based on the Suitability Requirements relating to financial and economic capacity, technical and professional capability and registrations as described in paragraph 5.2.2.

5.2.1 Grounds for Exclusion

Applicable Grounds for Exclusion

None of the mandatory and optional Grounds for Exclusion referred to in sections 2.86 and 2.87 AW 2012 may apply to a Tenderer, or Syndicate. As proof that a Tenderer, or Syndicate, is not in any of the circumstances referred to in sections 2.86 and 2.87 AW 2012, a Tenderer, or in case of a Syndicate all Syndicate Members, must submit an ESPD, on the basis of which it may be assumed that the Grounds for Exclusion do not apply to that Tenderer, or Syndicate.

In case of a Syndicate, each of the Syndicate Members must demonstrate that the signatory of the ESPD is a legally authorised representative. The Syndicate in question will be excluded if one or more of the circumstances referred to above apply to one or more Syndicate Members.

By signing the ESPD, the Tenderer or, if applicable, all individual Syndicate Members, furthermore declare that they possess the tax declaration or equivalent as referred to in sections 2.89 (3) and (4) AW 2012 and, upon being informed of the (provisional) Award result, that these supporting documents will be provided within the period set by SNBV of ten (10) days following publication of the (provisional) Award result.

Finally, by signing the ESPD, the Tenderer, or, if applicable, all individual Syndicate Members, declare that they possess the tendering statement of conduct or equivalent as referred to in sections 2.89 (2) and (4) AW 2012 and, upon being informed of the (provisional) Award result, that these supporting documents will be provided within the period set by SNBV of ten (10) days following publication of the (provisional) Award result.

5.2.2 Suitability Requirements

The Tenderer must meet all Suitability Requirements.

A. Financial and economic capacity

A.1 Financial statements

The Tenderer must have sufficient financial and economic capacity in order to successfully complete the Appointment. SNBV considers this to be necessary due to the Scope of the Appointment and the time frame in which it must be carried out. Amongst other things, the financial and economic capacity will be assessed using the financial statements of the last three (3) financial years, based upon which the Tenderer's solvency will be analysed.

The financial capacity of the Tenderer may be assessed based on the financial and economic capacity of its parent company (if applicable), on the condition that the parent company issues a declaration accepting full liability for the execution of the Appointment and the financial capacity of the Tenderer.

The most recent financial statement (consolidated or otherwise) that the Tenderer – or if applicable, its parent company – compiled and published in accordance with Book 2, Article 394(1) or 395(1) of the Dutch Civil Code must not include any sections about the continuity of the business, and the auditor's declaration – as referred to in Book 2, Article 393(5) of the Dutch Civil Code – relating to this financial statement must not be negative as referred to in Book 2, Article 393(6) of the Dutch Civil Code.

By signing the ESPD, the Tenderer or, if applicable, all individual Syndicate Members, declare that they possess these financial statements and this auditor's declaration relating to the most recent financial statement to be compiled and published and, upon being informed of their (provisional) Award, that these supporting documents will be provided within the period set by SNBV of ten (10) days following publication of the (provisional) Award result.

A.2 Solvency

The Tenderer must have sufficient financial and economic capacity to be able to execute the Appointment effectively. This capacity will be assessed based on the solvency in the financial statements of the last three (3) financial years. In this case, the Tenderer must be able to demonstrate:

- Solvency ratio (Shareholder's Equity / Total Assets) larger or equal to 0.15.
For the purposes of this ratio:
 - a. "Shareholder's Equity" means the sum of its total paid-up capital, retained earnings and reserves;
 - b. "Total Assets" means the sum of its balance sheet total.

The terms defined above shall be interpreted in accordance with international accounting standards and the ratio shall be calculated on the basis of the Tenderer's financial statements, drawn up in accordance with such standards.

A.3 Banker's reference

With its Proposal, the Tenderer, or Syndicate, must provide a copy (not an original, originals will not be stored and/or returned!) of a banker's reference demonstrating that the business must be considered financially capable of properly performing the work as stated in paragraph 3.1 of this Request for Proposal. This banker's reference must be issued by a financial institution that has one of the following credit ratings:

- Standard and Poor's Financial Services LLC or its successor is BBB or above; or
- Fitch Ratings Limited or its successor is BBB or above; or
- Moody's Investors Service, Inc. or its successor is Baa2 or above.

The banker's reference must be accompanied by a letter of intent from the same financial institution stating that it will issue a bank guarantee on demand for 5% of the total Appointment value during the full duration of the Agreement (including the defects liability period).

B. Technical and professional capability

The Tenderer must be technically and professionally capable to execute the Appointment within the conditions set by SNBV regarding time, money and quality. Therefore, Proposals will be assessed based on the Suitability Requirements below.

B.1 Quality management system

The Tenderer is required to operate a quality control system that has been certified by an official certification body based on the NEN-ISO:9001 series or equivalent. The certificate must be valid on the Agreement award date and must pertain to the nature of the Scope of Services.

If a Proposal is made by a Tenderer consisting of a Syndicate, this requirement needs only be satisfied by the Syndicate Member responsible for performing the activity that requires the quality control scheme during the execution of the Appointment.

By signing the ESPD, the Tenderer, or Syndicate Member, certifies that it is in possession of this certificate and that this documentary evidence will be provided within ten (10) days after the request was made in the announcement of the (provisional) Award result.

SNBV points out that it will audit the Consultant to which it intends to award the Appointment.

B.2 Requirements with regard to language

Along with the Proposal, the Tenderer must provide a declaration in which the Tenderer declares that the personnel that will be charged with the Appointment has command of the English language. Furthermore, at least one of the seconded staff should have sufficient command of the Dutch language to know and understand the local rules and regulations, and be able to communicate in Dutch, which will be necessary during the performance of the Agreement. This requirement is met by signing the ESPD.

B.3 Core competences – Reference Projects

The Tenderer must possess the core competences necessary to successfully fulfil the duties under the Appointment. The Tenderer must demonstrate these competences with Reference Projects. The Reference Projects must be submitted as part of the Proposal by completing the form in annex H for each Reference Project.

The Tenderer must possess the core competencies below. The Tenderer must submit no more than one Reference Project per core competence.

A. Experience in peer reviewing (independently checking) airport design and engineering deliverables

The Tenderer must demonstrate that it has experience with peer reviewing (independently checking) design and engineering deliverables of a building with a functionally complex programme of requirements that is used for the primary process of an airport (f.e. passenger terminal building and/or pier). An airport cargo or storage building e.g. does not comply. The Tenderer must demonstrate that (part of) its internal staff has this experience for the following disciplines:

- Terminal / aviation architecture / planning
- Civil and / or structural engineering
- Mechanical engineering
- Electrical engineering

The Reference Project must meet the following criteria:

- The Reference Project is a 'complex project' as stated at point 7 of the general requirements further on page 31/32.
- The Reference Project is a new construction or a renovation of an existing construction and has a volume greater than or equal to 25,000m² of Gross Floor Area (GFA) and € 75,000,000 construction costs (excluding VAT).
- The Tenderer (independent or Syndicate Member) has performed as a peer reviewer or an independent checker of airport design and engineering deliverables, and was contractually responsible for and has in fact executed full peer reviews (independent checks) of all design and engineering deliverables of all design stages (masterplan design deliverables, preliminary design deliverables, definitive design deliverables and technical design deliverables or the equivalent design stages in the location of the Reference Project).

B. Experience in airport processes and airport systems

The Tenderer must demonstrate that it has experience with peer reviewing (independently checking) and challenging the deliverables of a design team in relation to integrated airport planning and operational terminal processes (passengers, personnel, logistics) for a building with a functionally complex programme of requirements that is used for the primary process of an airport, including all airport-related systems (f.e. passenger terminal building and/or pier). An airport cargo or storage building e.g. does not comply.

The Reference Project must meet the following criteria:

- The Reference Project is a 'complex project' as stated at point 7 of the general requirements further on page 31/32.
- The Reference Project is a new construction or a renovation with a volume greater than or equal to five (5) million arriving, departing and transferring passengers per year.
- The Tenderer (independent or Syndicate Member) has performed as a peer reviewer (or independent checker) of airport design and engineering deliverables, and was contractually responsible for and has in fact executed full peer reviews (independent checks) of all design and engineering deliverables of all design stages (masterplan design deliverables, preliminary design deliverables, definitive design deliverables and technical design deliverables or the equivalent design stages in the location of the Reference Project).

C. Experience in multidisciplinary and integrally peer reviewing (independently checking) airport design and engineering deliverables

The Tenderer must demonstrate that it has experience with multidisciplinary and integrally peer reviewing (independently checking) design and engineering deliverables of a building with a functionally complex programme of requirements that is used for the primary process of an airport (f.e. passenger terminal building and/or pier). An airport cargo or storage building e.g. does not comply. The Tenderer must demonstrate that (part of) its internal staff has this experience for at least eight (8) of the following disciplines:

- a. Acoustic engineer
- b. Airport docking specialist
- c. Automated people mover specialist
- d. Baggage handling engineer
- e. Building physics engineer
- f. Building systems engineer
- g. Environmental engineer
- h. Façade engineer
- i. Fire engineer
- j. Food and beverage specialist
- k. Geotechnical engineer
- l. Interior architect / hardware specialist
- m. Landscape engineer
- n. Lighting engineer
- o. Parking specialist

- p. Plumbing engineer
- q. Rail / signaling specialist
- r. Retail specialist
- s. Security advisor
- t. Signage specialist
- u. VHTS specialist
- v. Water feature engineer

The Reference Project must meet the following criteria:

- The Reference Project is a 'complex project' as stated at point 7 of the general requirements further on page 31/32.
- The Reference Project is a new construction or a renovation and has a volume greater than or equal to 25,000m² of Gross Floor Area (GFA) and € 75,000,000 construction costs (excluding VAT).
- The Tenderer (independent or Syndicate Member) has performed as a peer reviewer of airport design and engineering deliverables, and was contractually responsible for and has in fact executed full peer reviews of all design and engineering deliverables of all design stages (masterplan design deliverables, preliminary design deliverables, definitive design deliverables and technical design deliverables or the equivalent design stages in the location of the Reference Project).

Demonstrating technical and professional capability

With its Proposal, the Tenderer must provide a maximum of one relevant Reference Project for each of the Suitability Requirements (A to C). A single Reference Project may be provided to demonstrate more than one Suitability Requirement. As a result, the Tenderer must demonstrate the Suitability Requirements by submitting a minimum of one (1) and a maximum of three (3) Reference Projects. One (1) reference form (annex H) must be filled in for each Suitability Requirement and all filled in reference forms must be included in the Proposal.

The general requirements for each Reference Project are:

1. The requirements have to be demonstrably fulfilled.
2. The activity that a Reference Project encompasses to demonstrate a certain core competence must have been actually performed by the Tenderer itself (not by a third party or a subcontractor of the Tenderer, etc.). If and when a Tenderer, or Syndicate Member, relies on a third party that has performed this activity this must be independently verifiable, and in any such case the Tenderer, or Syndicate Member, must comply with the requirements as set out in paragraph 2.4 of this Request for Proposal relating to engaging third parties.
3. The concerning appointment of the Reference Project(s) was completed ten (10) years or less prior to the final Proposal deadline.
4. Reference Projects must have been completed to the satisfaction of the client. By signing the ESPD, the Tenderer or, if applicable, all individual Syndicate Members, declare that they possess the testimonials as referred to in section 2.93 (a) AW 2012 and, upon being informed of their (provisional) Award, that these supporting

documents will be provided within the period set by SNBV of ten (10) days following publication of the (provisional) Award result.

5. The Tenderer may list Reference Projects carried out in a syndicate or alliance. This experience is only included in the assessment if the Tenderer can prove that it has performed the relevant activities itself. Only the demonstrable share of the Tenderer in the syndicate or alliance is taken into consideration.
6. The Tenderer may list Reference Projects in which it was a subcontractor, on the condition that the Tenderer can prove that these projects have been carried out to the satisfaction of the principal client of the main contractor.
7. Reference is made to a 'Complex Project' for all core competences. To qualify for the core competences, the Reference Project must comply with the definition of Complex Project. A Complex Project means:
A project that includes: non-residential, non-storage, non-industrial building with a functionally complex programme of requirements, meaning a building with various separate logistical user flows such as visitors and/or employees, a high level of security for these flows of people, various user functions or designated uses for the building. For example: a convention centre, a building for exhibitions, a museum, hospital, train or transport station, or airport terminal. The building is characterised by a live operational environment with complex operational and physical interfaces during the delivery and installation stage.

B.4 Organisational capacity

In order to adequately respond to the Client's queries / demands for reviews, the Tenderer must be able to provide or deploy all of the following specialists both on a daily and monthly rate basis:

- a. Terminal / aviation architect / planner
- b. Civil or structural engineer
- c. Mechanical engineer
- d. Electrical engineer
- e. Acoustic engineer
- f. Airport docking specialist
- g. Automated people mover specialist
- h. Baggage handling engineer
- i. Building physics engineer
- j. Building systems engineer
- k. Environmental engineer
- l. Façade engineer
- m. Fire engineer
- n. Food and beverage specialist
- o. Geotechnical engineer
- p. Interior architect / hardware specialist
- q. Landscape engineer
- r. Lighting engineer
- s. Parking specialist
- t. Plumbing engineer
- u. Rail / signaling specialist
- v. Retail specialist
- w. Security advisor

- x. Signage specialist
- y. VHTS specialist
- z. Water feature engineer

These professional experts may be made available from within Tenderer's own organisation or by autonomously hiring independently working professionals.

By signing the ESPD, the Tenderer, or if applicable all Syndicate Members, declare that they fully comply with this Suitability Requirement.

C. Registrations

C.1 Commercial register

Tenderer or – in the event of Proposal as a Syndicate – each Syndicate Member must be entered in the professional register or commercial register in accordance with the regulations applicable in the country in which they are based.

A certificate of registration in the commercial or professional register must be submitted in accordance with section 2.98 AW 2012. If a Tenderer is a Syndicate, the certificate of registration of each Syndicate Member must be included. In addition, the certificate of registration of third parties that the Tenderer subcontracts to or that it wants to engage for the execution of the Appointment must be included.

By signing the ESPD, the Tenderer certifies that it is in possession of this certificate and that this documentary evidence will be provided within ten (10) days after the request was made in the announcement of the (provisional) Award result.

C.2 Registration with a society of engineers

The Tenderer must be registered with the Royal Netherlands Society of Engineers (KIVI) or with an equivalent institution in accordance with the regulations applicable in the country where it is based.

If a Proposal is made by a Tenderer consisting of a Syndicate, this requirement needs only be satisfied by the Syndicate Member responsible for performing the activity that requires the registration during the execution of the Appointment.

By signing the ESPD, the Tenderer certifies that it is in possession of this registration and that this documentary evidence will be provided within ten (10) days after the request was made in the announcement of the (provisional) Award result.

SNBV points out that it will audit the Consultant to which it intends to Award the Appointment.

5.3 Selection of the Most Economically Advantageous Proposal (MEAP)

This paragraph describes the assessment process that will be used to select the one Tenderer with the Most Economically Advantageous Proposal (MEAP). All Proposals

that comply with the requirements of the First Selection, will be thoroughly assessed based on the Award Criteria as described in paragraph 5.3.1.

5.3.1 Award Criteria

The selection of the MEAP consists of SNBV's assessment of Tenderers in relation to their ability to execute the Appointment and will be based on the Award Criteria described below.

Table 3. Award Criteria

	Source for evaluation	Sub-criterion	Focal area	Goals and priorities SNBV	C. PRICE
A. PEER REVIEWING	Plan of Approach - Vision on the Appointment - Award Criterion A (described below) - Peer reviewing plan v0 - Risk overview - Annex(es) Tenderer	A.1 Understanding of, approach to and management of the peer reviewing process A.2 Risk management (design and engineering)	- Understanding of, approach to and management of peer reviewing the design deliverables as summarised in annex I - Identification of critical design and engineering issues - Tools and methods used for peer reviewing - Approach to challenging others (e.g. SNBV and her contracted Design Consultants) - Risk management in relation to design and engineering	- Realisation of integrated designs that comply with the Client's requirements and are aligned with its strategic vision (see annex J Ambitions Document for more information) - Realisation of sound design and engineering solutions and well-constructed pier, terminal and other assets	Lump sum offers for: - Peer reviewing pier and airside design deliverables (definitive and technical design deliverables) - Peer reviewing terminal design deliverables (masterplan, preliminary, definitive and technical design deliverables)

B. TEAM COMPOSITION AND STAFFING	Plan of Approach - Vision on the Appointment - Award Criterion B (described below) - CV's - Risk overview - Interview	B.1 Knowledge and experience Core Team Members B.2 Interviews with Core Team Members B.3 Provision of specialists	- Individual competences, experience and knowledge - Interaction between Core Team Members - Maintenance of accrued knowledge and continuous improvement in quality of delivered Services - Adequate and timely provision of specialists	To attract a professional, stable, capable, experienced and pro-active Consultant	Monthly rates for professional experts and specialists
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A. Award Criterion A: Peer reviewing

1. For each sub-criterion, the Plan of Approach should demonstrate the Tenderer's understanding of and his approach to achieve the goals and priorities of SNBV as noted in table 3.
2. The Plan of Approach should include the Tenderer's vision on the Appointment demonstrating its understanding of task 1 of the Scope of Services as described in Appendix 1.
3. The Plan of Approach should include 'version 0' of the peer reviewing plan which should describe how the Tenderer will approach and manage the peer reviewing process upon receipt of the design deliverables as summarised in annex I (Pricing Schedule, work sheets 1 and 2) and comply with the stipulations made in the Scope of Services (Appendix 1).
4. The 'version 0' of the peer reviewing plan should include a description of the tools and methods that will be used for peer reviewing.
5. The 'version 0' of the peer reviewing plan should describe how critical design and engineering issues will be identified during the peer review process.
6. The 'version 0' of the peer reviewing plan should furthermore include the Tenderer's approach to challenging others in relation to design and engineering deliverables (e.g. SNBV and her contracted Design Consultants) it has reviewed.
7. The Plan of Approach should list any risks Tenderer identified in relation to peer reviewing SNBV's design and engineering deliverables and show how it will mitigate and manage these risks during the implementation of the Engineering Advisor Appointment.
8. The Tenderer is allowed to include annex(es) in its Plan of Approach, should these provide relevant information with regards to the focal area's and goals and priorities of SNBV related to Award Criterion A as noted in table 3.

B. Award Criterion B: Team composition and staffing

1. It is reiterated that, for each sub-criterion, the Plan of Approach should demonstrate the Tenderer's understanding of and his approach to achieve the goals and priorities of SNBV as noted in table 3.
2. The Plan of Approach should include the Tenderer's vision on the Appointment demonstrating its understanding of tasks 2 and 3 of the Scope of Services as described in Appendix 1.
3. A key component of the Appointment is the specific knowledge, competences and experience of the Core Team Members and the group dynamic between them. SNBV acknowledges that the Core Team Members have a crucial role in implementing the Agreement and managing (SNBV) risks. In its Plan of Approach, the Tenderer must therefore indicate who shall be assigned as Core Team Members in case of Award and to what degree their knowledge and experiences contribute to the fulfilment of the requirements as described in Appendix 2 and SNBV goals and priorities as noted in table 3.
4. The Plan of Approach must include CV's for the individuals proposed to fulfil the four (4) Core Team Member positions identified in Appendix 2. CV's must be presented in the format included in annex K. Each CV should be no longer than 4 pages and only one CV must be provided for each position identified in Appendix 2. In case of CV's longer than 4 pages, only the first 4 pages will be taken into account.
5. The submitted CV's must comply with the staff profiles that are included in Appendix 2 (and copied in Annex K). The qualifications and experience of each Core Team Member must clearly match the profiles indicated in this Appendix.
6. The Plan of Approach must include a description of Tenderer's approach to maintain accrued knowledge and stimulate continuous improvement in quality of delivered Services.
7. The Plan of Approach must include a description of Tenderer's ongoing approach to matching team composition to the Services, especially in relation to adequate and timely provision of specialists.
8. The Plan of Approach should list any risks Tenderer identified with regards to the focal areas related to Award Criterion B as noted in table 3 and show how it will mitigate and manage these risks during the implementation of the Engineering Advisor Appointment.

C. Award Criterion C: Price

1. The Tenderer is requested to complete the Pricing Schedule in annex I.
2. The Tenderer must fill in:
 - a. On spreadsheet 1. Lump sum offers pier and airside:
 - The Tenderer's name in the upper left corner;
 - A lump-sum price for peer reviewing the pier and airside definitive design deliverables;
 - A lump-sum price for peer reviewing the pier and airside technical design deliverables.
 - b. On spreadsheet 2. Lump sum offers terminal:
 - The Tenderer's name in the upper left corner;

- A lump-sum price for peer reviewing the terminal masterplan design deliverables;
 - A lump-sum price for peer reviewing the terminal preliminary design deliverables;
 - A lump-sum price for peer reviewing the terminal definitive design deliverables;
 - A lump-sum price for peer reviewing the terminal technical design deliverables.
- c. On spreadsheet 3. Rates seconded staff:
- The Tenderer's name in the upper left corner;
 - The names of the proposed Core Team Members who shall be assigned in case of Award of the Appointment;
 - The monthly rates of the Core Team Members - separately submitting the travel and accommodation costs.
3. Spreadsheets 1 and 2 will calculate the 'Total lump-sum offers pier and airside' and the 'Total lump-sum offers terminal'. These totals in the Pricing Schedule must equal the Proposal price stated in the Letter of Proposal.
 4. All prices must be submitted in Euro's, exclusive of VAT. The prices should include all of the costs associated with the delivery of the Services, as specified in Appendix 3 *[Remuneration and Payment]*.
 5. If a lump-sum offer appears to be abnormally low in relation to the Services to be performed, SNBV may request an explanation of the proposed offer. SNBV shall assess, in consultation with the Tenderer, the information that has been provided by the Tenderer.
 6. SNBV may reject a Proposal only if the low level of the proposed price or costs is not sufficiently and/or convincingly supported by the evidence provided by the Tenderer.
 7. The Pricing Schedule from the selected Proposal will become the Accepted Pricing Schedule in annex A of Appendix 3 *[Remuneration and Payment]*.

5.3.2 Assessment of Award Criteria

SNBV will only assess Proposals which have been determined to be compliant with the requirements of the Tender Dossier (see annex D).

To assist in the examination, evaluation and assessment of Proposals, SNBV may ask any Tenderer for clarification of its Proposal, including break-down of rates and prices. The request for clarification and the response shall be in writing. No change in the price or substance of the Proposal shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by SNBV during the assessment of the Proposal.

The assessment steps of each submitted Proposal remaining after First Selection are:

Step 1 - Prior to the detailed assessment of Proposals, SNBV will determine whether each Proposal is compliant with the requirements of the Tender Dossier. For the purpose of this process, a compliant Proposal is one which conforms to all the terms, conditions and requirements of the Tender Dossier without material deviation or reservation. A material

deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Services, or which limits in any substantial way (inconsistent with the Tender Dossier) SNBV's rights or the Consultant's obligations under the Agreement, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Tenderers presenting substantially responsive Proposals.

If a Proposal is not compliant with the requirements of the Tender Dossier, it will be rejected by SNBV. The Proposal shall not be made responsive by the Tenderer correcting or withdrawing the non-conforming deviation or reservation.

Step 2a – The Plan of Approach is assessed by the assessment committee against Award Criteria A and B (excluding the interviews of the Core Team Members). The assessment of the Award Criteria and the allocation of scores will be based on the scoring tables in annex L. For each Award Criterion (A and B excluding the interviews of the Core Team Members), each individual member of the assessment committee will assign a score on the calculation sheet Award Criteria, see annex L.

Step 2b – The individually assigned scores will then be discussed during a plenary meeting with the entire assessment committee. During this meeting, the members of the assessment committee will establish a consensus score for each Award Criterion.

Step 2c - The intermediate scores (excluding interviews of Core Team Members), for each Proposal will be recorded on the Award Criteria calculation sheet, see annex L.

Step 3 – Evaluation of Award Criterion B will also be done via interviews. The Core Team Members of Tenderer's whose Proposals have been found responsive to the Tender Dossier shall be interviewed. SNBV will determine the place, date and time of the interviews. The entire interview will be audio-recorded and will be saved immediately under a unique file name. If SNBV has requested clarifications on the Proposal, explanations must be given by the interviewees during the interview. Such explanations may result in an adjustment of the intermediate scores on Award Criteria A and B that have been recorded in previous steps. After the interviews, the assessment committee will determine a consensus score and include the scores in the Award Criteria calculation sheet.

Step 4a – In order to assess Award Criterion C, the Pricing Schedule (annex I) will be checked by SNBV for any arithmetic errors in computation and summation, and any errors will be corrected as follows:

- a) The amounts entered in the Letter of Proposal may be considered acceptable as the Proposal price without any of the corrections and adjustments described in this section. If there is any discrepancy between amounts in figures and in words, the amount in words will take precedence.
- b) If there is any discrepancy between this amount and the equivalent sum computed on the basis of the Pricing Schedule, SNBV may make corrections and/or adjustments (applying the principles described in this section) and give notice to the Tenderer, specifying each error, correction and adjustment. If the Tenderer does not accept these notified corrections and adjustments, its Proposal may be rejected.

Step 4b – The Proposal price, subject to the provisions of step 4a, shall be used to determine the scores for Award Criterion C that will be allocated based on the scoring tables as included in annex L.

Step 5 – For each assessed Proposal, the scores that have been allocated for Award Criteria A – C will now be computed. Based hereupon, the ranking of the Proposals will be determined, the one Proposal with the MEAP being the one Proposal with the highest score.

Step 5 – The result of the assessment will be tested by an SNBV lawyer and finally approved by the SNBV tender board. For each Proposal, the final scores on Award Criteria A, B and C, including the interview scores, will be recorded on the Award Criteria calculation sheet (see annex L).

5.3.3 Procedure for equal scores

When two or more Tenderers have an equal final Proposal score, the following procedure will determine the MEAP:

1. The Tenderer with the lowest Proposal price will then become the MEAP.
2. If Proposal prices are exactly equal, the Tenderer with the highest score on Award Criterion B will become the MEAP.
3. If the score is still equal, the Tenderer with the highest score on Award Criterion A will become the MEAP.
4. If scores are still equal, SNBV will determine to whom the Agreement shall be awarded to by way of a lottery, supervised by a civil-notary lawyer, and in presence of the Tenderers with Proposals with the same score.

5.4 Verification of ESPD

As stated in this Request for Proposal, all assertions made in the ESPD will be verified by checking documentary evidence. All Tenderers selected are required to submit the documentary evidence requested within ten (10) days following announcement of the (provisional) Award. For an overview of the requested documentary evidence, please refer to the checklist in chapter 8, table 5 of this Request for Proposal, entitled 'Checklist of supporting documents to be submitted following Award'. SNBV reserves the right to request supplementary supporting documents. The references submitted may be subjected to supplementary verification in accordance with the provisions in the Request for Proposal and section 2.92a AW2012.

If the information submitted proves to be contrary to the truth following verification within the set verification period, or if no verification was able to take place within the set verification period due to the lack of the supporting documents mentioned above, this can constitute a false statement as referred to in article 2.87(1)(h) of the AW 2012, and this can result in exclusion, in which event the Tenderer in question will lose its place on the shortlist and will be excluded from further participation in the tender

procedure. In this case SNBV reserves the right to invite the successive Tenderer who previously was not selected to participate in the Clarification Phase.

6. AWARD OF THE AGREEMENT

This chapter outlines the Award of the Agreement.

6.1 Provisional Award

SNBV intends to Award the Agreement to the Tenderer who has the capability and resources to carry out the Agreement effectively, whose Proposal has been determined to be responsive to the Tender Dossier and who has offered (all taken into consideration) the MEAP. SNBV reserves the right to reject any or all Proposals.

The result of the final assessment, the (provisional) Award, is notified simultaneously to all Tenderers.

6.2 Right of appeal

If a Tenderer is excluded or rejected, the Tenderer concerned can object by submitting an objection to SNBV within five (5) calendar days of the date of dispatch of the exclusion or rejection. Within a period of five (5) calendar days, SNBV will indicate, with justification, whether or not it stands by its exclusion or rejection.

If SNBV stands by the exclusion or rejection, the Tenderer may take action against this by instituting interim relief proceedings within twenty (20) calendar days of the date on which SNBV made its views known to the Tenderer concerned.

6.3 Final Award

After twenty (20) days, if there is no appeal and if the procedure has been followed in accordance with article 18.10 of the ARN²⁰¹⁶, the Award becomes final.

Before Agreement signature, the Consultant shall submit to SNBV the bank guarantee (as referred to in clause 3.8 Conditions of Contract) and a copy of the professional liability insurance to SNBV (as referred to in Clause 7 of the Conditions of Contract).

6.4 Reserve Consultant Agreement

The Tenderer who has ranked second with its Proposal shall sign a 'Reserve Consultant Agreement' as provided in annex M. This agreement shall be signed immediately after concluding the Agreement with the (winning) Consultant.

Upon receiving the (provisional) Award, the Tenderer ranking second shall extend the validity period of its Proposal to meet the conditions in the Reserve Consultant Agreement.

7. COMMUNICATION

This chapter outlines the conditions applicable to the communication concerning this tender procedure and how Tenderers may submit questions and comments about this Request for Proposal.

7.1 Inconsistencies

This Request for Proposal has been drawn up with great care. If a Tenderer discovers any inconsistencies, the Tenderer should report these during the round of questions referred to in paragraph 6.3. Submitting a Proposal implies that the Tenderer, as a submitter, is deemed to agree to all terms and conditions in this tender procedure. If a Tenderer should object to a certain component or certain aspects of the procedure, the Tenderer should state its objections in writing – stating reasons – as soon as possible and no later than the moment the Proposal is submitted, by means of the round of questions referred to in paragraph 6.3 of this Request for Proposal and possibly also follow this up by submitting a complaint as referred to in paragraph 6.4 to SNBV's complaints desk.

Any notifications or objections should be substantiated, and accompanied by proposals for correction or amendment. SNBV requires a proactive approach of interested parties, meaning that objections or suggestions must be made in a timely manner, in a stage when SNBV can remedy them.

According to the European Court of Justice's case law, a Tenderer who fails to act in accordance with that which is stated above forfeits its rights in this respect.

7.2 Contact

All communication with respect to this tender must take place via TenderNed.

Approaching other SNBV officers, directly or indirectly, regarding this tender is not allowed. This may lead to immediate exclusion from the tender procedure.

Any Tenderer will be excluded who has made or later makes contact of any kind – whether directly or indirectly via, for example, third parties – with existing or potential Tenderers regarding the Appointment being tendered or the content of the Proposal, in particular the price that will be offered or the distribution of duties, with the exception of any necessary consultation regarding syndication, if justified.

7.3 Questions

Any questions relating to the tender procedure or the documents provided can be submitted via www.TenderNed.nl in accordance with the schedule in paragraph 1.4.

See http://www.tenderned.nl/egids/handleiding/handleiding_ondernemers#m2

Questions must be submitted in the English language using the format in annex N (Format request for clarifications). This format must be submitted in an editable form (MS Word or similar, but not PDF).

The answers to questions submitted on time will be published via an Information Notice via TenderNed (www.TenderNed.nl). All questions (anonymised) and all answers will be available to all Tenderers.

Tenderers are responsible for the timely and proper submission of questions. If a question is not received by SNBV, the Tenderer bears the burden of proof regarding the timely submission of the question.

7.4 SNBV complaints procedure/complaints desk

SNBV has instituted a complaints desk for parties with an interest in SNBV's tender procedures to lodge a complaint about any errors or irregularities occurring during a tender procedure. However, a complaint may not be lodged until the alleged errors and irregularities have been notified to SNBV using the question format and SNBV has provided its response via an Information Notice. If the Tenderer disagrees with SNBV's response in the Information Notice, it may then lodge a complaint with the complaints desk. The procedure is as follows:

1. Complaints must be submitted in writing to SNBV's complaints desk secretary, stating the reasons for the complaint. The email address is: Tender_klacht@schiphol.nl. In this written complaint, the Tenderer must substantiate its reasons and legal/other grounds for making the complaint. In addition, a suitable solution must also be indicated. The written complaint must always include the date of the complaint, the name and address of the complainant and the particulars of the tender procedure to which the complaint relates.
2. The secretary of the complaints desk will confirm receipt of the complaint as soon as possible.
3. The complaints desk will then expeditiously investigate whether the complaint is valid, taking into account the schedule and processing time of the tender procedure to the greatest extent possible. Please note: complaints do not halt the tender procedure.
4. If SNBV finds the complaints desk's investigation results provide evidence that the complaint is partially or wholly valid and SNBV subsequently takes corrective measures, SNBV will as soon as possible give notice in writing of these measures. Depending on the phase the tender procedure is in, SNBV may communicate the measures it will take to all Tenderers at the same time as the complainant receives the notice. This is done to prevent providing an undue advantage to a party.
If SNBV finds the complaints desk's investigation results provide evidence that the complaint is not valid, no measures will be taken and SNBV will notify the complainant accordingly, in writing and stating reasons.

7.5 Additional information

SNBV reserves the right to request additional information relating to the Proposal.

7.6 Final provisions

Reservation regarding halting the procedure

SNBV reserves the right to temporarily or permanently halt the present tender procedure, for whatever reason, at SNBV's sole discretion. Should this occur, the Tenderer will not be entitled to compensation of any costs incurred.

Applicable law and competent court

This tender procedure is governed by Dutch law. All disputes arising from this tender procedure, including any negotiations pertaining to the tender procedure and any resulting legal relationships, will be exclusively submitted to the competent court in Amsterdam.

8. CHECKLISTS OF DOCUMENTS TO BE SUBMITTED

This chapter provides two checklists that summarize the documents to be submitted with a Proposal. These checklists serve solely to assist the Tenderer and do not need to be submitted.

The Proposal must include all documents listed in table 4 below. This table contains:

- A 'Tab' column indicating where the Tenderer must include the relevant information in its Proposal;
- A 'Description of requested document' column briefly describing the document requested;
- A 'Format' column listing the formats included in the annexes to be used by the Tenderer;
- A 'Paragraph' column referring to the paragraph that describes the subject to which the requested document refers.
- A 'Topic' column stating the topic to which the requested document refers.

Table 4. Checklist of documents to be submitted with the Proposal

Checklist of documents to be submitted with the Application				
Tab	Description of requested documents	Format	Paragraph	Topic
1.	<p>ESPD (scanned version) Fully completed and legally signed:</p> <ul style="list-style-type: none"> • If Tenderer, or Syndicate Member, is part of a group, the parent company declares that none of the other group members has applied for the Appointment (§ 2.2); • In case of a Syndicate every Syndicate Member individually needs to submit an ESPD (according to the ESPD module part II on TenderNed) (§ 2.4); • In case a Tenderer wishes to appeal to the financial and economic standing, or the technical expertise and professional skill of a third party, the Tenderer must comply with the regulations set out in article 11 of the ARN²⁰¹⁶. If the Tenderer has designated other legal entities, this must be indicated in the Proposal in part II section C of the ESPD (§ 2.4); • The Tenderer must demonstrate that the third party is available for the services and will perform part of the services for which the Tenderer relies on it, in event that the Agreement is awarded to the Tenderer. By clearly and correctly completing part II of the ESPD, Tenderer declares that upon announcement of the (provisional) Award it 	ESPD (www.tenderned.nl)	§ 2.2, § 2.4, § 5.2.1, § 5.2.2	Administrative Terms and Conditions

	<p><i>can provide documentary evidence to this end. (§ 2.4);</i></p> <ul style="list-style-type: none"> • <i>As proof that a Tenderer, or Syndicate, is not in any of the circumstances referred to in sections 2.86 and 2.87 AW 2012, a Tenderer, or Syndicate must submit one ESPD, on the basis of which it may be assumed that the Grounds for Exclusion do not apply to that Tenderer, or Syndicate (§ 5.2.1);</i> • <i>The Tenderer or, if applicable, all individual Syndicate Members, declare that they possess the tax declaration or equivalent as referred to in sections 2.89 (3) and (4) AW 2012 (§ 5.2.1);</i> • <i>The Tenderer or, if applicable, all individual Syndicate Members, declare that they possess the tendering statement of conduct or equivalent as referred to in sections 2.89 (3) and (4) AW 2012 (§ 5.2.1);</i> • <i>The Tenderer or, if applicable, all individual Syndicate Members, declare that they possess the financial statements and auditor's declaration relating to the most recent financial statement to be compiled and published and, upon being informed of their (provisional) selection, that these supporting documents will be provided within the period set by SNBV of ten (10) days following publication of the (provisional) Award (§ 5.2.2);</i> • <i>The Tenderer certifies that it is in possession of the NEN-ISO:9001 certificate or equivalent and that this documentary evidence will be provided upon notification of the (provisional) Award, within the period specified by SNBV of ten (10) days from the notification of the (provisional) Award (§ 5.2.2);</i> • <i>The Tenderer must declare that the personnel that will be charged with Appointment has command of the English language. Furthermore, this personnel should have sufficient command of the Dutch language to know and understand the local rules and regulations, and be able to communicate in Dutch. This requirement is met by signing the ESPD (§ 5.2.2);</i> • <i>The Tenderer declares that it can provide or deploy all of the specialists mentioned under Suitability Requirement B.4 (§ 5.2.2);</i> • <i>The Tenderer certifies that it is in possession of a certificate of registration in the commercial or professional register and that this documentary evidence will be provided upon notification of the (provisional) Award, within the period specified by SNBV of ten (10) days from the notification of the (provisional) Award (§ 5.2.2);</i> • <i>The Tenderer certifies that it is in possession of a certificate of registration with the Royal Netherlands Society of Engineers (KIVI) or with an equivalent institution and that this documentary evidence will be provided upon</i> 			
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	<p><i>notification of the (provisional) Award, within the period specified by SNBV of ten (10) days from the notification of the (provisional) Award (§ 5.2.2).</i></p> <p><i>The ESPD must be signed and the annexes must be initialed by a legally authorized representative of the Tenderer. The legal authorization must be demonstrated by means of a copy of the Chamber of Commerce registration. If the person who signs (part of) the Proposal requires a power of attorney to do so, Tenderers must submit this power of attorney with their Proposal. In case of a Syndicate, each of the Syndicate Members must demonstrate that the signatory of the ESPD is a legally authorized representative.</i></p>			
2.	<p>Declaration of syndication (if applicable) <i>With detailed motivation of the syndication</i></p>	Annex E	§ 2.4	Syndicates
3.	<p>Letter of Proposal <i>Including acceptance of the draft Agreement</i></p>	Annex F	§ 2.9	Tender Requirements
4.	<p>Banker's reference <i>A copy of a banker's reference including a letter of intent to issue a bank guarantee</i></p>	None	§ 5.2.2	Suitability Requirements
5.	<p>Reference Projects First Selection</p>	Annex H	§ 5.2.2	Suitability Requirements
6.	<p>Substantiation of Award Criteria A, B and C</p>	Annexes I and K	§ 5.3.1	Award Criteria

Once all Proposals have been assessed, the one Tenderer with the MEAP will be invited to the Clarification Phase. During this phase the Proposal and accompanying annexes will be verified using documentary evidence. This documentary evidence must be submitted to SNBV as soon as possible, but within ten (10) days after the request was made with the invitation to enter the Clarification Phase. Table 5 lists all documentary evidence to be submitted during the Clarification Phase.

Table 5. Checklist of documents to be submitted during the Clarification Phase

Checklist of documents to be submitted during Clarification Phase				
Tab	Description of requested documents	Format	Paragraph	Topic
1.	<p>Syndication agreement (if applicable) <i>Articles 10.2, 10.4 and 11 of the ARN²⁰¹⁶ with the organisational chart as referred to in article 10.2 of the ARN²⁰¹⁶, if applicable</i></p>	None	§ 2.4	Proposal requirements
2.	<p>Written statement to accept joint and several liability (if applicable) <i>Only applicable in case of a Syndicate</i></p>	None	§ 2.4	Proposal requirements
3.	<p>Written and signed statement of third party <i>Only applicable in case of third parties engaged. Third party unconditionally and irrevocably states that, in case the Agreement is awarded to the Tenderer, the means/personnel/knowledge/ personnel of the third party are available to the Tenderer AND the third party will carry out the part of the services for which the Tenderer relies on the third party.</i></p>	None	§ 2.4	Proposal requirements

4.	Proof of registration in the national professional/ trade register (Chamber of Commerce) <i>If applicable, a copy of the power of attorney. For each Syndicate Member or Third Party that is engaged for the execution of the Agreement, if applicable</i>	None	§ 2.10, § 5.2.2	Proposal requirements Social eligibility
5.	Declaration form from the tax authorities or equivalent <i>Section 2.89 (3) and (4) AW 2012</i>	None	§ 5.2.2	Grounds for Exclusion
6.	Tendering Statement of Conduct or equivalent <i>Section 2.89 (2) and (4) AW 2012 For every Syndicate Member or Third Party who is engaged for the execution of the Agreement (if applicable) More information on how to obtain this document can be found on https://www.pianoo.nl/externelink/aanvragen-gedragsverklaring-aanbesteden-gva</i>	None	§ 5.2.1	Grounds for Exclusion
7.	Financial Statements <i>Including the auditor's declaration relating to the last financial statement to be compiled and published</i>	None	§ 5.2.2	Suitability Requirements
8.	Declaration accepting full liability for the execution of the Appointment and the financial capacity of the Tenderer (if applicable) <i>Only applicable when the financial capacity of the Tenderer is assessed based on the financial and economic capacity of its parent company</i>	None	§ 5.2.2	Suitability Requirements
9.	Bank guarantee <i>A bank guarantee for 5% of the total Appointment value during the full duration of the Agreement</i>	None	§ 5.2.2	Suitability Requirements
10.	A copy of the ISO-9001 certificate <i>Or, if applicable, of an equivalent certification standard. The certificate must be awarded to the Tenderer or the relevant Syndicate Member</i>	None	§ 5.2.2	Suitability Requirements
11.	Testimonials <i>For the Reference Projects as submitted in annex E all testimonials from the primary clients, regarding section 2.93a AW 2012</i>	None	§ 5.2.2	Suitability Requirements
12.	Professional liability insurance	None	Clause 7	Conditions of Contract

9. ANNEXES

This chapter lists the annexes that are an integral part of this Request for Proposal.

Annex A	Capital Programme Infographic
Annex B	Tender Regulation for the Utilities Sector 2016 (Aanbestedingsreglement Nutssectoren 2016) – Dutch version and English translation
Annex C	Draft Agreement <ul style="list-style-type: none">• Appendix 1: Scope of Services• Appendix 2: Personnel, Equipment, Facilities and Services of Others• Appendix 3: Remuneration and Payment• Appendix 4: Time Schedule for Services• Appendix 5: Non-Disclosure Agreement• Appendix 6: Bank Guarantee
Annex D	Documents Tender Dossier
Annex E	Declaration of syndication
Annex F	Letter of Proposal
Annex G	Six steps to bidding for public procurement contracts online by TenderNed
Annex H	Reference Projects form Suitability Requirements A-C
Annex I	Pricing Schedule
Annex J	Ambitions Document Development of Area A including Addendum Ambitions Document
Annex K	Staff profiles and CV format
Annex L	Award Criteria
Annex M	Reserve Consultant Agreement
Annex N	Format request for clarifications