

FINAL Information Notice.xlsx

Title : European tender – C5200 Engineering Advisor, Amsterdam Airport Schiphol
TenderNed : 130378
Notice nr : 01
Date : 16-5-2017
Status : DRAFT

Pier & terminal
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Nr	Type	Document	Reference to tender document (page, section)	Question	Answer
1	Clarification	Request for Proposal	Page 14/49, § 2.4	Syndicates: Legal entity. 'If Consultant consists of a Syndicate a legal entity must be set up.' (1) Does SNBV agree that a partnership in the sense of clause 7A:1655 of the Dutch Civil Code "maatschap" can be regarded as a legal entity? (2) And how does this clause relate to clause 1.13 in the PC?	The requirement under § 2.4, page 14/49, Request for Proposal, to set up a legal entity if the Consultant consists of a Syndicate will be waived.
2	Question	Request for Proposal	Page 21/49, § 4.2	Can an independent structural engineering firm that is involved as a subcontractor in the Schiphol Group's Capital Programme for the new pier participate with this tender and submit a proposal for C5200 – Engineering Advisor?	In order to preserve objectivity and independence and secure the interests of SNBV, the Tenderer that will be awarded the Engineering Advisor Appointment cannot provide any engineering services, either as a Syndicate Member, subcontractor or as a third party, to a Consultant that has been awarded an integrated design appointment. As such, a subcontractor in the Schiphol Group's Capital Programme that provides engineering services for the new pier cannot be awarded the Engineering Advisor Appointment.
3	Question	Request for Proposal	Page 21/49, § 4.2	The same Tenderer cannot be awarded the Tender for Engineering Advisor and the construction appointments tenderer. Do constructions appointments include the PMCM contact?	No, the construction appointments do not include the PMCM contract. The same Tenderer can be awarded both the Engineering Advisor tender and a PMCM tender.
4	Question	Request for Proposal	Pages 28-30/49, § 5.2.2	The three requested core competences require experience with peer reviewing on design and engineering deliverables specifically for airports. These requested combinations are very specific. Is it possible to demonstrate our competence based on experience in performing peer reviews on design and engineering deliverables for buildings with a functionally complex programme of requirements (such as a major train station) on the one hand and with design and engineering experience with airports on the other hand?	Yes, the Tenderer is allowed to demonstrate its competence based on experience in performing peer reviews on design and engineering deliverables for buildings with a functionally complex programme of requirements (such as a major train station) on the one hand and with design and engineering experience with airports on the other hand.
5	Clarification	Request for Proposal	Page 30/49, § 5.2.2	What is the meaning of the acronym VHTS (item u in disciplines list)?	VHTS is an acronym for Vertical and Horizontal Transportation Systems.
6	Clarification	Request for Proposal	Page 30/49, § 5.2.2	Please provide a description of the kind of design work a water feature engineer would be reviewing.	A water feature engineer would review, for instance, fountains and/or water walls that potentially will be included in the design work.
7	Question	Request for Proposal	Pages 44-47/49, chapter 8	Is it accepted to submit several supporting documents in Dutch, for example the declaration of tax authorities and the Tendering Statement of Conduct?	If no English version is available, this is allowed.
8	Question	Particular Conditions	Page 10/31, Clause 1.14.2	We can not agree with this clause. Is SNBV willing to accept that SNBV has the right to demand full compensation for its losses?	SNBV wishes to maintain its right to claim for compensation of damages in the event that the penalty does not provide sufficient cover for the damages incurred.

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9	Question	Particular Conditions	Page 14/31, Clause 3.3.3	The intention here is to introduce a contractor type of obligation in a non contractor type of agreement. Could SNBV therefore accept the following change: The consultant will use all reasonable endeavors to undertake that ...	In the performance of its Services the Consultant shall adhere to the applicable laws, the Agreement and standard and regulations as set therein. An endeavor to comply is not considered to be sufficient.
10	Clarification	Particular Conditions	Page 14/31, Clause 3.5.2	Is it necessary to provide the Certificates of Conduct or would it be possible to provide these only for the core team and key specialist members?	Certificates of Conduct will need to be provided for core team and key specialist members, and also for any other specialists that will be provided insight in SNBV's confidential documents.
11	Question	Particular Conditions	Page 26/31, Clause 6.2	The total liabilities are maximised to €10 million. Given the assignment fee a total of liabilities of €2,5 million would be in line with market practice. Is this acceptable?	The first sentence of Clause 7.1.1 will be amended to: The Consultant shall take out and maintain a professional liability insurance to provide cover against its liability under the Agreement, which should cover as a minimum the total remuneration payable by the Client to Consultant under the Agreement.
12	Question	Particular Conditions	Page 26/31, Clause 6.4	Is SNBV willing to accept a liability duration of one year after completion of the services?	SNBV wishes to maintain liability duration under the Agreement as it is.
13	Question	Particular Conditions	Page 26/31, Clause 6.5	Is SNBV willing to consider adding the following: "Provided that (i) Consultant is promptly notified in writing of such claim, (ii) Consultant shall have the sole control of the defense and/or settlement thereof, and (iii) the Client furnishes to Consultant, on request, all relevant information available to the Client and provides reasonable cooperation for such defense, Consultant shall indemnify the Client against legally enforceable claims, damages, losses and expenses which arise as a direct result of a failure by Consultant to exercise reasonable skill and care in the performance of the Services. The Client is under a duty to mitigate any losses they may suffer.	The following wording shall be added as Clause 6.5: "The Client shall promptly notify Consultant in writing of such claim as soon as it has been brought to its attention. The Consultant shall have the sole control of the defense and/or settlement thereof. The Client shall furnish to Consultant, on request, all relevant information available to the Client and shall provide reasonable cooperation for such defense."
14	Question	Particular Conditions	Page 27/31, Clause 7.1	Unfortunately our insurer will not allow to provide copies of our insurance policy. Can SNBV also agree with insurance certificates from our insurer?	Providing certificates of insurance is acceptable as long as all the key elements of the insurance are included.
15	Clarification	Appendix 1 - Scope of Services	Page 7/12, § 2.2.2	Can you confirm that the design parties are responsible for integrating the Client's requirements in the design and aligning the design with the strategic vision of the Client?	The design parties are required to integrate the Client's requirements in the designs and to align the designs with the strategic vision of the Client. The Engineering Advisor is required to ensure that the integrated designs actually comply with the Client's requirements and are aligned with its strategic vision.
16	Clarification	Appendix 1 - Scope of Services	Page 7/12, § 2.2.3	What are the criteria which will be used to determine if an issue is pressing, and thus reducing response time for the Engineering Advisor?	An issue will be considered pressing when it delays the implementation of a Capital Programme project and therewith compromises SNBV's ability to deliver the project according to set deadlines.

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17	Question	Appendix 1 - Scope of Services	Page 8/12, § 2.2.6	Can SNBV clarify what is being meant by "advice and recommendations" in this Peer Review stage?	As written in § 2.2.2, page 7/12 of the Particular Conditions, the Engineering Advisor is required to ensure that the integrated designs comply with the Client's requirements and are aligned with its strategic vision. Any "advice and recommendations" on how the integrated designs can better comply with the Client's requirements and better align with its strategic vision must be included in the peer review report as described in § 2.2.6, page 8/12, Particular Conditions.
18	Question	Appendix 1 - Scope of Services	Page 12/12, § 2.7.1	To which brand, type and version EDMS is being referred in this paragraph?	Aconex' construction management platform will be used.
19	Question	Appendix 3 - Renumeration and Payment	Page 7/9 § 2.1.2	Can you agree on a term of five working days for Clients reactions on the Declaration of Performance?	Yes. The following sentence will be added to § 2.1.2, page 7/9, Appendix 3 - Renumeration and Payment: "The Client will react to a submitted DoP within five work days after receipt of the respective DoP.
20	Question	Appendix 6 - Model Bank Guarantee	Page 4/5	Can the Bank Guarantee be issued annually related to the fixed price of that period?	No, this is not allowed. As described in § 5.2.2, page 27/49, Request for Proposal, a bank guarantee for 5% of the total Appointment value during the full duration of the Agreement needs to be issued.
21	Question	Other	Annex I Pricing Schedule	In the pricing schedule some elements are marked with * or with ** (for example in the tab 4. rates specialists). An explanation is expected, but is not included. Could you give the explanation of the marks * and **?	The marks * and ** are a remainder of a draft version of this document and should have been removed. As such, the marks * and ** may be ignored.
22	Question	Other	Annex I Pricing Schedule	In the list of design deliverables which the Engineering Advisor will review several reports are mentioned. Can you give an indication of the average size of those reports?	These reports will have a size typical of those made for capital programme projects comparable to the size of the Schiphol Group Capital Programme. More information about this is also included in Annex I Pricing Schedule.