

Invitation to Tender

for the European Tender Procedure

for

The Delivery, Installation, Implementation and Maintenance

of

Self Service Boarding Gates

according to the negotiation procedure with prior announcement

Date 26th February 2018

This Tender Procedure is being carried out in its entirety via

Tender.Ned
Marktplaats
voor aanbestedingen

CONTENTS

1.1	Schiphol Nederland B.V. as Principal.....	7
1.2	Goals and vision Self-Service Boarding	7
1.3	Scope and elements of the Engagement.....	9
1.4	Elements outside the scope of the Engagement	10
1.5	Extent of the Engagement.....	11
1.6	Division into Lots	11
1.7	Schedule for implementation of the Engagement.....	11
1.8	Form and Term of the Engagement.....	11
2.1	Procedural framework ARN ²⁰¹⁶	12
2.2	Phases of the procedure.....	12
2.3	Schedule for the Tender Procedure	12
2.4	Communication during the Tender Procedure.....	13
2.5	Complaints Procedure/SNBV's Complaints Desk.....	14
2.6	Submission of Tender	14
2.7	Conditions for tendering.....	15
2.8	Tender by a Syndicate and/or engagement of third parties (main contractor and subcontractor)	17
2.9	Other conditions	19
3.1	Minimum Requirements and Award Criteria.....	21
3.2	Assessment	21
4.1	Grounds for Exclusion	24
4.2	Suitability Requirements: Technical and professional competence	26
4.3	Testing Criteria	28
5.1	AC1: Price	30
5.2	AC2: Corporate responsibility	31
5.3	AC3: Smooth and Seamless passenger journey	31
5.4	AC4 Improved operational process.....	31
5.5	AC5 Future-proof modularity	31
5.6	AC6 Involved and passionate customer-centric service provision	32
5.7	AC7 Solid integration in the SNBVs IT landscape.....	32

DEFINITIONS

This Invitation to Tender follows the definitions from the ARN²⁰¹⁶ (Appendix 1). Defined terms are capitalised.

The following definitions are used as additions or exceptions (marked with an *) to the definitions from the ARN²⁰¹⁶:

Agreement	The Agreement to be signed between the Principal and the Contractor after the award of the Engagement, a draft of which constitutes part of the Invitation to Tender.
Amended Documentation	The documents that SNBV has marked as “Amended Documentation”. Amended Documentation comprises supplements to, and alterations of, the Selection Guidelines and the Appendices.
Appendix	An appendix to the Tender Documents. All Appendices form an integral part of the Tender Documents.
Award Criteria	The Criteria on which the Tender will be assessed by SNBV
Best Price-Quality Ratio/BPQR	The award criterion “Best Price-Quality Ratio”.
Contracting Party	Schiphol Nederland B.V., also referred to as “SNBV”.
Contractor	The Tenderer with which SNBV concludes an Agreement in the context of the present Tender Procedure.
Core Competence	The knowledge, experience, and skill necessary to perform an essential part of the Engagement.
Engagement	The “special sector engagement” within the meaning of Article 1.1 of the Public Procurement Act that is the subject of this Tender Procedure.
ESPD	European Single Procurement Document: the document intended for the self-declaration referred to in Section 3.64, read in conjunction with Section 2.84, of the Public Procurement Act.
Final Tender	A Tender made on the basis of documentation to be determined by SNBV – including Amended Documentation – and submitted later than the First Tender.
First Tender	A Tender made on the basis of the Tender Documents and – in so far as made available by SNBV – the Amended Documentation.
Grounds for Exclusion	The compelling Grounds for Exclusion from participation in this Tender Procedure within the meaning of Section 2.86 of the Public Procurement Act and the optional grounds applied by SNBV for exclusion from participation in this Tender Procedure within the meaning of Section 2.87 of the Public Procurement Act.

Invitation to Tender	The request for a quotation including all Appendices, including all Appendices and Standard Forms, that are provided to potential Participant by SNBV and in which the Engagement, the Tender Procedure, the Grounds for Exclusion, the (minimum) Suitability Requirements, and the Selection Criteria are described, as referred to in the Public Procurement Act, Participant for the purpose of submitting a Tender, and which constitute a (more detailed) description of the subject of the Tender Procedure.
Minimum Requirements	The requirement(s) that must be met by the Engagement that is of a knock-out character and about which no negotiation takes place.
Participant	Prior to tendering, any party that has requested a copy of the Tender Guidelines, and after tendering any party that has submitted a Tender for one or more Lots.
Principal	Schiphol Nederland B.V., also referred to as "SNBV".
Public Procurement Act	The Act of 1 July 2016, comprising revised rules for procurement (amended Public Procurement Act 2012 [Aanbestedingswet 2012, "AW"]), (Bulletin of Acts, Orders, and Decrees [Stb.] 2016, 241, including amendments..
Programme of Requirements	A description of requirements for the Engagement, including the associated data, technical specifications, and the working method to be applied with which Contractor must comply during performance of the Engagement. Appendix 2 with this Invitation to Tender
Reference	A statement as referred to in Section 2.92a of the AW in which Participant shows that it has the required Core Competence/Competences..
Standard Form	A mandatory form to be used by a Tenderer in drawing up or submitting the Tender, as included with the Invitation to Tender..
Suitability Requirements	The suitability requirements that must be met by Participant in order to qualify for this Tender
Tender Documents	The collective term for all the documents that SNBV has provided to the Candidates in the context of this European Tender Procedure. These include the Invitation to Tender (the present document), the Agreement, the Programme of Requirements, the Appendices, Standard Forms, and the Information Notice(s).
Tender Procedure*	The negotiation procedure with prior announcement in accordance with Section 3.35 of the (Dutch) Public Procurement Act, which concerns the issuing of the utilities sector Engagement, with the procedure and the subject being described in detail in the Tender Documents.
Tender*	A First Tender and/or a Final Tender. The Tender(s) to be submitted by the Tenderer in this Tender Procedure.
Tenderer	A natural person or a legal entity that has submitted a Tender in accordance with the requirements laid down in this Invitation to TenderThe Candidate selected by SNBV to participate in the negotiation phase A First Tender and/or a Final Tender.

Testing Criterion

A criterion for the Engagement that is of a knock-out character..

TenderNed

The electronic platform used to carry out this European Tender Procedure

PREFACE

These are the Tender Guidelines issued by Schiphol Nederland B.V. regarding the European Tender Procedure for the Delivery, Installation, Implementation and Maintenance of Self Service Boarding Gates

By publishing these Tender Guidelines on TenderNed, SNBV invites any interested market party that meets all the requirements and conditions to submit a Tender. These Tender Guidelines provide information about the course of the Tender Procedure and the requisite information in the context of the Tender Procedure. SNBV is following a negotiation procedure with prior announcement based upon the public Tender Procedure. Any market party can participate in that procedure by responding to the notification that SNBV has published on the www.TenderNed.nl website. For instructions regarding TenderNed, please go to: <https://www.tenderned.nl/e-gids/handleiding/handleiding-onderneming>

The procedure will proceed as follows: based on a public announcement, market parties may request the Tender Guidelines via TenderNed and on that basis may submit a Tender. In its Tender, a Participant must demonstrate that it meets the requirements stipulated by SNBV (expressed as Grounds for Exclusion, Suitability Requirements, and Testing Requirements regarding performance of the Engagement). The Tender also contains a proposal for performing the Engagement. Participant bases its proposal on the Award Criteria. Negotiations will commence depending on the assessment of the First Tender. This Tender Procedure is described in detail in Section 2.2 of this Invitation to Tender.

1 INTRODUCTION

Together with its home carrier KLM, the other airlines, and its business partners, Schiphol Group has developed Amsterdam Airport Schiphol into “Europe’s Preferred Airport” and is proud that travellers repeatedly rank Schiphol high and select it as their preferred point of departure or transfer. The policy focusses on retaining that top position in Europe and further strengthening it.

1.1 Schiphol Nederland B.V. as Principal

Schiphol Nederland B.V. (“SNBV”) is part of N.V. Luchthaven Schiphol. N.V. Luchthaven Schiphol carries out its activities under the name “Schiphol Group”.

Schiphol Group operates Amsterdam Airport Schiphol, the largest airport in the Netherlands.

Schiphol Group’s mission is “Connecting the Netherlands”: i.e. to continue to connect the Netherlands optimally with the rest of the world and thus contribute to welfare and well-being in the Netherlands and abroad; Connecting to Compete and to Complete. We develop our activities in a balanced manner, both at home and abroad. In doing so, we focus on our core values: reliability, efficiency, hospitality, inspiration, and sustainability.

It is the ambition of Amsterdam Airport Schiphol to become and to remain Europe’s Preferred Airport; the airport that generates value with its quality, capacity, and extensive network of destinations.

We operate our most important airport, Schiphol, as an AirportCity, a dynamic metropolitan area where we offer travellers and airlines all the services they need, 24 hours a day. More than 500 companies employing 65,000 employees are based at Schiphol.

In order to support its mission and ambition and also to maintain its competitive position, Schiphol Group is momentarily extending its capacity by building a new pier and next to that a new terminal. This is governed by a the Capital Programme. Next to that, Schiphol intends to become the most Digital Airport in the world, one of the initiative in this programme is called Seamless Flow.

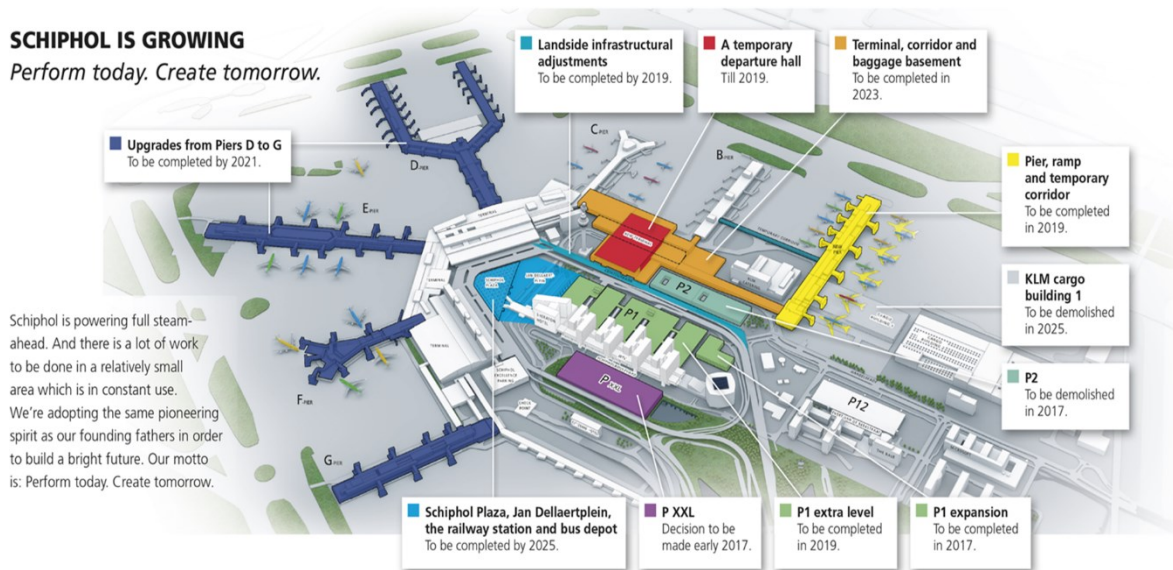
1.2 Goals and vision Self-Service Boarding

1.2.1 *Capital Programme*

As the number of passengers and flights via Schiphol is growing, we need additional space in order to handle all these passengers effectively and nicely in the future. Therefore, we will substantially build and rebuild various locations in the upcoming years, in order to extend the capacity on the airport both on landside and airside. One of the major projects involve a new (seventh) pier and additional terminal. As Schiphol lacks sufficient space, this implies many adjustments and using the square meters on Schiphol in the most optimal sense. This also implies modifying roads, traffic signs and parking spaces. All necessary work up to 2025 is visualised below.

SCHIPHOL IS GROWING

Perform today. Create tomorrow.



The Capital Programme is the initial motivation for the start of this European Tender Procedure. The A-pier is supposed to be the first location where the SSB gates, resulting from this tender, will be positioned.

1.2.2 Digital Airport Programme & Seamless Flow

Creating more capacity as the result of the Capital Programme is one thing, but is expected not to be enough. Maximizing the effects of various digital opportunities for the passenger flow at Schiphol without having to increase the number of square meters is the scope of the Digital Airport Programme (DAP). An essential concept that is being developed within DAP is "Seamless Flow".

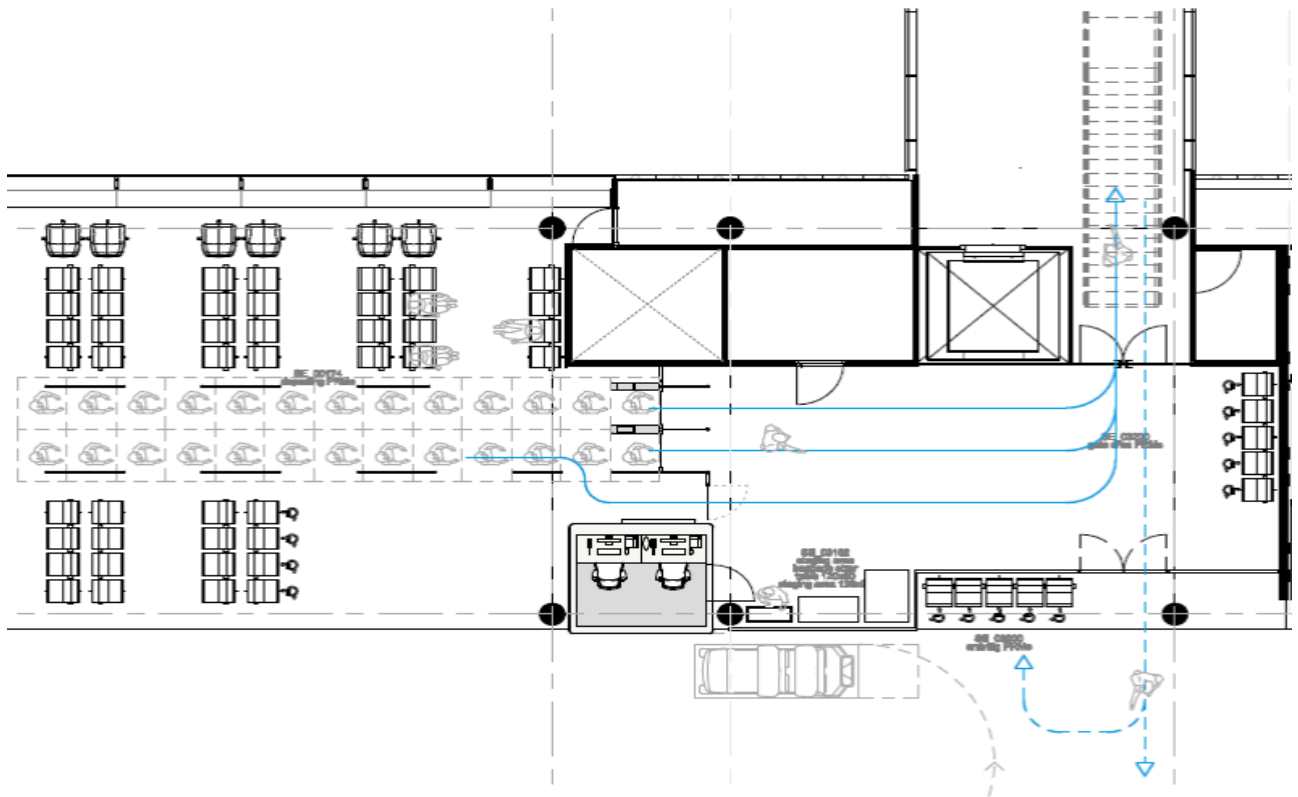
The seamless flow concept aims to increase the efficiency for the aviation parties at the airport, and to make the whole passenger process easier and more comfortable for the passengers. A crucial element of the seamless flow is the use of biometrics. The vision of seamless flow is that passengers enrol biometrically at the beginning of their journey. Then, based on their biometric characteristics, they will be automatically recognized at all obligatory steps in the passenger journey, such as check-in, baggage drop off, entrance to the security-check, border control and boarding the aircraft. Seamless Flow is a cooperation between Royal Netherlands Marechaussee, the Ministry of Justice and Security, Customs, KLM and Schiphol and suppliers Vision-Box and Scarabee. The boarding process is supported by the SSB's, so a future integration between seamless flow and the SSB's is considered a real possibility.

1.2.3 SSBs & process description

Currently, Schiphol has 76 SSB gates operational in the B- and C-pier (dedicated Schengen areas). This first batch has been delivered by DormaKaba as the result of an European Tender procedure in 2015.

The image below represents a future image of the (Self-Service) boarding process in the A-pier. Per gate, two SSB gates are going to be placed. On the south side of the A-pier, the number of SSB gates at these gates can be extended to three if this is deemed necessary in order to reach process times or speed up the boarding process.

Additionally, AAS intends to position a manual lane next to the two SSB gates to be used by passengers that cannot use the SSB gate for any reason. They can either be redirected to the boarding desk from the SSB gate or, as PRM passenger, can directly use the manual lane. Using the BGR, their boarding pass (and passport) is scanned by a gate agent. After passing the SSB gate or the manual lane, passengers can walk on into the aircraft via the gate and pax bridge.



Boarding via the BGR is still the most widely equipped at Schiphol, as this is used in the Schengen area of the D-pier and the Non-Schengen areas of the D-, E-, F- and G-pier. For the construction of the A-pier, the Capital Programme organisation requires Self-Service Boarding (SSB) gates at the 11 gates of the A-pier, resulting in 22 SSBs to be procured via a (European) tender procedure. Following on the A-pier deployment of these 22 SSBs, other piers at Schiphol might follow based on the A-piers success.

Based on its strategic themes, Schiphol has defined specific aims for the European Tender of Self-Service Boarding gates, which comprises of: The delivery, installation, support and (system) integration of Self-Service Boarding gates, all or not in collaboration with existing and future suppliers of Schiphol.

The scope is defined more concretely in part 1.3.

With these aims for European Tender Self-Service Boarding Gates, Schiphol is allowing for further growth, while preserving and improving perception of its quality. Airlines and passengers will continue to be offered high-quality facilities so that Amsterdam Airport Schiphol can continue to be "Europe's Preferred Airport".

1.3 Scope and elements of the Engagement

1.3.1 Overall scope

The scope of the engagement entails:

- Framework agreement: SNBV and Tenderer close a Framework Agreement (with a possible duration of 8 years) for the delivery, installation, maintenance and support of Self-Service Boarding gates, related software and all other related products and/or services at Schiphol Airport.
- System integration: Tenderer is expected to take on the role of a system integrator in realising a smooth integration of the SBB's and related software in both the Schiphol IT infrastructure and third party

systems. This integration works, for example, involve the necessary interfaces to a CUTE provider (currently: SITA) and the Airport Service Bus of Schiphol. It also entails a full integration of a biometric solution in the future. Data exchange from the SSB gate towards its (complex) environment is supposed to go faultless in order to achieve passenger KPIs and prevent errors such as pax slips. The system integration role is maintained throughout the life cycle of the SSB gates, as the IT infrastructure might change.

- Fully functional system: Tenderer is expected to provide the Self-Service Boarding gates and related software in a fully functional state. The Tenderer also provides possibilities for SNBV to procure additional monitoring and management systems along with the SSB hardware Support: Tenderer is expected to arrange a support function for the SSB (software and/or hardware) in the A-pier. This also entails testing when changes occur in the 'SSB chain'. The exact support model (in which existing contracted suppliers might cooperate) will be further defined towards the Tender Procedure.
- Proof of Concept (POC): the PoC is part of the SSB implementation in the A-pier and is expected to take place in the 3rd quarter of 2018. Tenderer is expected to provide a PoC-ready SSB at that moment in time. The successful completion of the PoC is conditional to close the framework agreement.

1.3.2 Specific A-Pier requirements

For the activities regarding delivery and installations of the SSB's for the A-pier, a specific additional agreement will be concluded:

- For this first (and *only* for this first) Additional Agreement "A-Pier" special conditions will apply, in order to create a back-to-back contracting structure;
- The form of this Additional Agreement A-Pier will therefore be based on the contract agreement to be entered into by SNBV and the General Contractor Pier Airside. To this contract agreement the General Conditions and Particular Conditions of "Fidic Yellow Book" are applicable (being an international standard for building purposes). As a result of the back-to-back contract structure, the General and Particular Conditions will also apply to the Additional Agreement "A-Pier";
- The Additional Agreement A-Pier shall initially be concluded by SNBV as client, and then be "novated" to the general contractor of the Pier project. Novation ('*contractsoverneming*') is a legal term which means the client for the contract will be changed from SNBV to the General Contractor Pier Airside and the SSB Supplier shall be supplying and installing the equipment under the contractual responsibility of the General Contractor Pier Airside;
- Scope of the A-Pier activities will be to deliver and install 22 SSB's (this might increase to 28) in the newly to deploy A-pier, either or not with existing or future contracted parties;
- The head-end integration part of the SSB's works for the Pier project will not be novated, but executed with SNBV as client/contracting party;
- The draft Additional Agreement "A-Pier" will be made available as soon as possible, the definitive version of the Additional Agreement A-Pier will be concluded in the negotiation phase of this Tender procedure;
- Tenderer is allowed to allocate the extra costs that might occur as a result of the above (by listing of a separate pricing for the Additional Agreement "A-Pier").

1.4 Elements outside the scope of the Engagement

There may be elements that relate (or seem to relate) to the work/services that form part of the Engagement but that SNBV is explicitly excluding from the scope of the Engagement described in Section 1.3.

That involves the following elements (this is not an exhaustive list):

- The delivery of other touchpoint in the Schiphol passenger journey
- Development and delivery of a biometric backbone for SNBV

1.5 Extent of the Engagement

SNBV expects that 22 SSB gates will be required for the A-Pier. At this moment there are no other concrete plans to extend the current installed base of SSB gates, however, this might change in the nearby future if proven successful.

1.6 Division into Lots

The Engagement will be awarded in 1 lot. A division into lots is not considered possible or desirable by SNBV. Reasons for this lie in the context of the assignment and the specific type of product that is requested. The products to be supplied have a strong technological component; To have this product co-operate with the SNBV systems, specific knowledge of the product itself is required, which makes the choice of making the supplier responsible for maintenance and integration obvious.

1.7 Schedule for implementation of the Engagement

The schedule below indicates the time period within which the Engagement will be performed. These dates are indicative and no rights can be derived from them.

Phase/milestone	Date
Start of PoC	01-08-2018
End of PoC	01-10-2018
Placement of order to deliver first batch of SSB gates	01-12-2018

1.8 Form and Term of the Engagement

SNBV intends contracting for the above described scope with a single market party for performance of the supply and services. The Agreement has a term of 4 years and will basically commence on July 1st 2018. Besides the fixed term, the Agreement foresees the possibility of extending it 4 times by a period of 1 year.

With the runner-up, SNBV intends close a Reserve Contractor Agreement (*“Wachtkamervereenkomst”*), that will serve as fall-back measure in the event the selected Contractor fails in delivering a successful Proof of Concept

2 BASIC PRINCIPLES AND CONDITIONS

This chapter explains the basic principles and applicable conditions for this Tender Procedure.

2.1 Procedural framework ARN²⁰¹⁶

The Tender Procedure is taking place subject to the Tendering Regulation for the Utilities Sectors 2016 [*Aanbestedingsreglement Nutssectoren 2016*] (ARN²⁰¹⁶). The ARN²⁰¹⁶ can be downloaded (in Dutch) via the "*Documenten en Juridische voorwaarden*" section of [www https://www.schiphol.nl/nl/schiphol-group/pagina/procurement](https://www.schiphol.nl/nl/schiphol-group/pagina/procurement).

2.2 Phases of the procedure

The negotiation procedure with prior announcement comprises the following phases:

- Market consultation
- Tendering Phase
- Negotiation Phase
- Award Phase

Before publication of this Invitation to Tender, SNBV has conducted a (closed) market consultation.

The First Tender of Participants will be assessed upon Grounds for Exclusion [Uitsluitingsgronden] and Suitability Requirements [Minimale Geschiktheidseisen].

After this, the First Tenders will be assessed on the basis of the Testing Criteria and Award Criteria described in this Invitation to Tender. Negotiations will commence with a maximum of three (3) Tenderers that have achieved the highest score on the basis of the procedure described in the Invitation to Tender; see Chapter 3 of the Invitation to Tender.

Tenderers that are invited to submit a Final Tender will receive the conditions under which that must be done. Those conditions may include amendments to the Invitation to Tender and/or the Amended Documentation. After assessment of the Final Tenders the Engagement will be awarded.

2.3 Schedule for the Tender Procedure

The Tendering and Award Phase of this Tender Procedure will commence with the issuing of the Invitation to Tender. The table below sets out the schedule. SNBV reserves the right to amend the schedule.

Schedule for Tendering and Award Phase.	Date
Publication of announcement on TenderNed	27-02-2018
Closing date for submitting questions: strict deadline for submitting questions and comments in the light of the Invitation to Tender	15-03-2018
Publication of Information Notice, including any Amended Documentation	27-03-2018
Closing date for submitting First Tender	09-04-2018 3 p.m. (Strict deadline)
Assessment of First Tenders	23-04-2018
Issuing of invitations for negotiation phase	01-05-2018
Negotiation phase	07-05-2018/28-05-2018
Issuing of Amended Documentation	30-05-2018
Closing date for submitting Final Tender	04-06-2018, 3 p.m. (Strict deadline)

Assessment of Final Tender and (legal) checks	11-06-2018
Announcement of provisional award	18-06-2018
Final date for submitting objections (objection period)	25-06-2018
Preliminary relief proceedings deadline	09-07-2018
Announcement of final award	16-07-2018

For the “closing date for submitting questions” and the “closing date for submitting First Tender/Final Tender”, the final times are strict deadlines. Questions and/or comments submitted after those deadlines will not be dealt with. Tenders received after said time will not be included in the assessment. The other deadlines are indicative and not binding for SNBV.

Non-observance by Tenderer of the above deadlines or the deadlines amended by SNBV will basically lead to exclusion.

2.4 Communication during the Tender Procedure

2.4.1 Contact with SNBV

Any communication regarding this Tender Procedure will be solely via TenderNed. There will be no communication in any other manner. No rights can be derived from oral statements, undertakings, or arrangements that are not recorded by means of a message or publication by Principal on TenderNed. It is not permitted to approach officials of SNBV, either directly or indirectly, in the context of this Tender Procedure. Attempts to influence the employees involved in the Tendering Procedure, either positively or negatively, may result in exclusion from the Tendering Procedure.

2.4.2 Submission of questions and remarks

Candidates can ask questions and submit comments about any Tender Document via TenderNed. As included in the schedule, Tenderers have one opportunity during the Tendering and Award Phase of this Tender Procedure for asking questions or making comments. SNBV will basically not deal with any question submitted by Candidate in any other way. The answers to questions submitted in good time will be provided via TenderNed in the form of an Information Notice.

Tenderers are themselves responsible for submitting questions correctly and in good time. If a question is not received by SNBV, the Tenderer will bear the burden of proving that the question was submitted in good time. Please note the closing deadline indicated in the section of this Invitation to Tender entitled “Schedule for the Tender Procedure”.

Any errors and/or inconsistencies in, and/or objections to, the contents of this Invitation to Tender and Appendices and/or the Tender Procedure must be submitted during the period(s) for submitting questions, in default of which SNBV will be justified in assuming that the Tenderers have no objections to the contents of the Invitation to Tender and Appendices and/or to the Tender Procedure, as a result of which the Tenderer’s right to object to these will lapse.

Questions must be submitted in the Dutch or English language. When submitting questions, you should indicate precisely to which part (name of document, article, and page number) of the Tender Documents the question relates. Please do not make use in the questions of company names, product names, or other names related to your business.

SNBV will conclude a round of questions by sending an Information Notice containing the (anonymised) questions by Tenderers and the answers by SNBV. SNBV will also indicate any changes in the Tender Documents. Said Information Notice will form part of this Invitation to Tender and will prevail over the rest of the Invitation to Tender and Appendices. The documents that SNBV has marked as “Amended Documentation” will prevail

over the Information Notice. SNBV will make the Information Notice available to all Participants via TenderNed. SNBV reserves the right to set aside comments or to only process them partially.

2.4.3 *Commercially confidential questions*

If a Participant has questions for SNBV that are of a “commercially confidential” nature and it is therefore undesirable for those questions to be answered in an Information Notice, SNBV will have the option of answering such questions outside the Information Notice. Participant should submit such questions via the TenderNed messaging module, stating “Commercially confidential – Do not answer in the Information Notice”.

SNBV will always first assess such questions of a “commercially confidential” nature on their merits. If SNBV considers that the questions concerned should not be regarded as commercially confidential, it will basically contact the Participant that asked the questions. The Participant will then be given the opportunity to withdraw the questions or to resubmit them for answering in the Information Notice. When dealing with questions of a “commercially confidential” nature, SNBV will at all times endeavour to ensure a level playing field.

2.5 Complaints Procedure/SNBV's Complaints Desk

SNBV has set up a complaints desk where parties involved in tender procedures implemented by SNBV can submit complaints about supposed inaccuracies and irregularities in a tender procedure. Complaints cannot be submitted, however, until after the supposed inaccuracies and irregularities have been communicated to SNBV during the round of questions and SNBV has responded to them in an Information Notice. If the Tenderer then continues to disagree with SNBV's response in the Information Notice, it can submit a complaint to the complaints desk. The subsequent procedure will then be as follows.

- (1) Complaints must be submitted, in writing and with reasons, by e-mail to the secretary of SNBV's complaints desk. The e-mail address is: Tender_klacht@schiphol.nl. The written complaint must state, with reasons, the subject of the complaint and the grounds (including any legal grounds). An appropriate approach to a solution must also be proposed. The written complaint must also give the date, the name and address of the complainant, and the designation/reference of the Tender Procedure that is the subject of the complaint.
- (2) The complaints desk secretary will confirm receipt of the complaint as soon as possible.
- (3) The complaints desk will then investigate expeditiously whether the complaint is justified, taking account as far as possible of the schedule and completion time for the Tender Procedure. Important: submission of a complaint will not suspend the Tender Procedure.
- (4) If SNBV concludes, after the investigation by the complaints desk, that the complaint is justified, or partly justified, and SNBV intends taking corrective action, SNBV will give notification of this in writing as soon as possible. Depending on the stage of the Tender Procedure, it is possible that SNBV will communicate the action to be taken to all Tenderers at the same time as when the complainant is notified. This is to prevent any preferential treatment.
- (5) If SNBV concludes, after the investigation by the complaints desk, that the complaint is not justified, no action will be taken and SNBV will notify the complainant in an appropriate manner in writing.

2.6 Submission of Tender

The Tender must be submitted via www.TenderNed.nl. In order to safeguard confidentiality, Tenders cannot be submitted by post or by e-mail.

The strict deadline is stated in the section entitled “Schedule for the Tender Procedure”. SNBV will consider Tenders that have not been submitted on time to have not been submitted and will therefore not deal with them. Tenderer will bear the risk of its Tender being submitted complete and on time. SNBV and TenderNed are not responsible for errors made by Participants regarding the timely and complete provision of information. In the case of any doubt, you should therefore consult the TenderNed helpdesk. We advise you to submit your

Tender well ahead of the deadline. You will bear the risk of any disruptions or failures that occur while uploading. SNBV will be unable to open the virtual safe on TenderNed before the strict deadline.

By submitting a Tender, Tenderer affirms its Agreement with the provisions contained in this Invitation to Tender and the other provisions applicable to this Tender Procedure. By submitting a Tender, Tenderer also agrees to the method of procurement chosen by SNBV. If Tenderer considers that the Invitation to Tender contains inaccuracies, Tenderer should give notice of this before the closing date for submitting the First Tender. If Tenderer fails to do so, it will not be able to invoke such inaccuracies after or in the context of any award of the Engagement.

2.7 Conditions for tendering

The following conditions must be met when submitting a Tender:

2.7.1 *Number of times a Tender can be submitted*

Companies can only submit a Tender once, either as an individual company or as part of a Syndicate with other companies. If multiple companies within one group are interested, they may only participate in this Tender Procedure if they tender as a single Participant and whether or not in combination with third parties.

2.7.2 *Group*

If a Participant, or one of the members of a Syndicate (if the Participant is a Syndicate) is part of a group, the parent company must affirm that none of the other members of the group have applied for the Engagement.

2.7.3 *Multiple Participants within a single group*

If multiple companies within a single group have applied as multiple Participants for the Engagement, the parent company must determine which company within the group will withdraw as a Participant. If the parent company fails to make a choice within seven (7) calendar days of SNBV's request to that effect, SNBV will proceed to make a choice by drawing lots.

2.7.4 *Contact about the Engagement*

Any company will be excluded from participation (or further participation) in this Tender Procedure that has been guilty of having contact of any kind whatsoever – either directly or indirectly, for example through third parties – with other actual or potential Tenderers regarding the Engagement that is the subject of this Tender Procedure and the contents of the Tender, in particular also with regard to the price that is to be bid or the mutual division of work, all of this with the exception of consultations necessary to form a Syndicate if this is justified.

In the case of a Tender from a Syndicate, the Syndicate will be excluded if one or more of the Syndicate Members is in one or more of the aforementioned circumstances.

2.7.5 *Costs*

Any costs that Tenderers incur in preparing or submitting their Tender will not be eligible for reimbursement by SNBV in any way whatsoever.

2.7.6 *Form and contents of Tender*

Form: The Tender can be submitted in Word, [.doc or .docx], Excel [.xls or .xlsx], or PDF format. Unless expressly indicated, no other extensions are permitted.

Contents: The Tender will only be assessed if it is not strategic and/or manipulative.

2.7.7 Documents with this Tender Procedure

This Invitation to Tender and all of its Appendices have been compiled with care. Should there nevertheless be any inconsistencies or discrepancies between said documents, the following priority ranking will apply, with a document that is ranked higher prevailing over one that is ranked lower (in other words, the list is in decreasing order of importance).

DOCUMENTS		
RANKING	DOCUMENT	VERSION
1.	Draft Framework Agreement	Final version after Negotiation phase
2.	Draft Additional Agreement A-Pier (appendix to the Framework Agreement)	Final version after Negotiation phase
3.	Draft Reserve Contractor Agreement	Final version after Information Notice
4.	Draft data Processing Agreement	Final version after Information Notice
5.	Information Notice	To be filled in
6.	Invitation to Tender	The present document
7.	Requirements specifications document	Appendix 2 Requirements specification
8.	General Purchase Conditions of SNBV	AIV-ICTS-SNBV VW-8006, January 2015
9.	Schiphol Rules	Latest version (at www.schiphol.nl)
10.	Tendering Regulation Utilities Sectors 2016 (ARN).	ARN ²⁰¹⁶ – Version 1.0. dated 1 July 2016
11.	Your Tender	To be filled in
12.	All other documents already referred to by SNBV during the Tender Procedure up to the time of signing.	

This Invitation to Tender and all the Appendices can be amended and/or supplemented means of an Information Notice. An Information Notice of a later date will prevail over an Information Notice of an earlier date.

If after taking note of the latest Information Notice a Participant still considers that this Invitation to Tender and all the accompanying documents contains inconsistencies, inaccuracies, illegalities, irregularities, obscurities, imperfections, unreasonably burdensome requirements and/or other defects, such Participant, on pain of lapse of right, must institute preliminary relief proceedings before the Amsterdam District Court, no later than 7 calendar days before the closing date for submission of the Tender, by the service of a summons on SNBV. That deadline is a strict deadline.

Participant must submit a copy of the summons via the TenderNed messaging module. By accepting this Invitation to Tender (including Appendices), Participant affirms its Agreement with this requirement.

2.7.8 Utilisation of financial capacity/technical competence of third party/parties

In order to comply with the Suitability Requirements, a Participant can call on the financial capacity and/or technical competence of one or more third parties, regardless of the legal nature of its links with such third party.

If the Participant wishes to call on the *financial capacity* of one or more third parties, then it is required, pursuant to Article 11 of the ARN²⁰¹⁶, to meet the following requirements in its Tender:

- (i) give the name(s) of such third party/parties;
- (ii) submit an Evidential Document showing that the third party/parties concerned complies/comply with the requirements set out in the Tender Guidelines regarding financial capacity; and
- (iii) submit a copy of the undertaking(s) with the party/parties concerned showing that the Participant can actually have the resources of such third party/parties at its disposal that are necessary for performance of the Engagement.

In such case, Participant must indicate this in Section C of Part II of the ESPD (Standard Form B). Participant must also fill in Standard Form C. Standard Form C, filled in and signed by Participant and the third party/parties concerned, and the associated Evidential Documents, must be attached to the Tender.

If the Participant wishes to call on the *technical competence* of one or more third parties, then it is required, pursuant to Article 11 of the ARN²⁰¹⁶, to show the following in its Tender:

- (i) that the third party/parties concerned complies/comply with the requirements set out in the Selection Guidelines regarding technical competence; and
- (ii) that Participant can actually have the resources of such third party/parties (in the widest sense of the words) at its disposal during the term of the Engagement that are necessary for performance of the Engagement, in accordance with Standard Form D.

In such case, Participant must indicate this in Section C of Part II of the ESPD (Standard Form B). Participant must also fill in Standard Form D. Standard Form D, filled in and signed by Participant and the third party/parties concerned, and the associated Evidential Documents, must be attached to the Tender.

If the technical competence of one or more third parties is called on, such third party/parties must actually be deployed accordingly in order to perform the Engagement. The Participant must also explain in its Tender, where such applies, how Participant ensures that the technical competence of the relevant third party/parties will actually be utilised for performance of the Engagement.

It is not permitted in the context of this Tender Procedure to call on a third party to which a Ground for Exclusion applies.

Please note: If more than a single third party is called on, a copy of the Standard Forms must be completed separately for each third party and signed and added to the Tender.

2.8 Tender by a Syndicate and/or engagement of third parties (main contractor and subcontractor)

The following applies if a Participant comprises a Syndicate of companies:

2.8.1 Syndicate: ESPD

Each member of the Syndicate must submit a fully completed ESPD. The ESPD must be signed by a duly authorised representative of each of the Syndicate Members. It must also be made clear in Part II of the ESPD what the role is of each Syndicate Member within the Syndicate.

2.8.2 Syndicate: Statement on the Formation of the Syndicate

The Syndicate must submit a statement regarding formation of a Syndicate upon tendering. The model can be found in Standard Form E with these Tender Guidelines.

2.8.3 Syndicate Agreement upon request

In accordance with Article 10.2 of the ARN²⁰¹⁶, the Syndicate must, upon request, submit a Syndicate Agreement within ten (10) calendar days.

2.8.4 Syndicate: Jointly and severally liable

Upon being awarded the Engagement, each Syndicate Member must, in accordance with Article 10.4 of the ARN²⁰¹⁶, submit a statement accepting that it will be jointly and severally liable [*hoofdelijk aansprakelijk*] for performance of the entire Engagement.

2.8.5 Syndicate: changes not permitted

After the Tender has been submitted, no changes may be made to the Syndicate without the prior written consent of SNBV. This consent will only be granted in very exceptional circumstances (e.g., in the event the Participants or Syndicate Members become the subject of a merger or acquisition). SNBV can attach conditions to this consent. A Syndicate must in any case continue to satisfy the requirements imposed in these Tender Guidelines.

2.8.6 Syndicate: General partnership or legal entity

If the winning Tender is submitted by a Syndicate, the Syndicate must, after being awarded the Engagement, set up a general partnership [*vennootschap onder firma, (VOF)*] or legal entity to perform the Engagement.

2.8.7 Engagement of third parties

- Even though they independently meet the (minimum) Suitability Requirements imposed for this Tender Procedure, Participants, or Syndicates of Participants, may wish to engage third parties for performance of the Engagement. Generally speaking, Participants must perform the entire Engagement themselves. Third parties may only be engaged if, in the next phase of the Tender Procedure, the Participant's Tender contains an explicit indication of which third parties the Participant wishes to engage and for which portions of the Engagement it intends to do so.
- The Participant must also guarantee that the third party concerned meets all the requirements of this Tender Procedure for the activities that the third party will undertake.
- SNBV will be entitled to verify the correctness of this guarantee.
- The Participant bears full responsibility for any third parties it engages.
- If a Participant already intends to engage third parties in connection with performing the Engagement, the particulars of such third parties must be stated in the ESPD (Standard Form B).

2.9 Other conditions

2.9.1 Working language

The working language during the entire Tender Procedure is Dutch or English.

2.9.2 Intellectual property

The intellectual ownership of the information provided by SNBV shall at all times remain vested in SNBV. Without the prior written consent of SNBV, nothing in this Invitation to Tender may be duplicated by means of printing, photocopying, microfilm, scanning or otherwise, except for the purpose of submitting a Tender. Violation of this provision may result in immediate exclusion from the Tender Procedure and may be designated as a circumstance within the meaning of Article 7 ARN²⁰¹⁶ and/or Article 22.2 ARN²⁰¹⁶. The provisions of this section will not prejudice SNBV's right to claim damages.

2.9.3 Confidentiality

You are only permitted to use the information provided by SNBV for the purpose of submitting a Tender for this particular project. Said information must not be disclosed to third parties without the prior consent of SNBV unless such is necessary for drawing up your Tender. You must notify any third parties consulted for that purpose of the confidentiality of this project and this Tender Procedure.

SNBV will treat as confidential any information provided by the Tenderer which it knows – or should reasonably assume – to be confidential, and shall in any case take account of the legitimate (commercial) interests of Tenderer.

2.9.4 Contacts with the media

External parties are involved in this project and this Tender Procedure which are provided with information and data by SNBV in order for them to serve SNBV properly. When the Engagement is awarded, arrangements will be made about the use of such information which must not be used in contacts with the press. Please take that into account.

If you are approached by the press on the subject of "Schiphol" and/or this project, please contact us via the TenderNed questions procedure and do not to take any further action vis-à-vis the media.

2.9.5 Applicable terms and conditions

This Tender Procedure and any resulting Engagement shall not be subject to any delivery, payment, and/or other terms and conditions apart from the (contractual) conditions to be set out by SNBV in the Tender Documents. A Tender subject to other (deviating) terms and conditions shall be deemed not to have been submitted. SNBV explicitly rejects the applicability of any general conditions of Participant or Tenderer.

2.9.6 Proviso on termination of Tender Procedure

SNBV is not obliged to make any award decision in this Tender Procedure or to conclude an Agreement with a Tenderer. Participants, or Tenderers cannot cite the following activities on the part of SNBV:

- suspending and/or cancelling the Tender Procedure at any time; or
- suspending and/or postponing and/or attaching additional conditions to the award decision; or
- refraining from taking an award decision; or
- refraining from following up on any award decision; or
- refraining from concluding the Agreement;

as the basis for any claim whatsoever for compensation from SNBV, nor any of their legal successors and/or any of their affiliates, for any loss and/or harm and/or expenses, of whatever type and for whatever reason these are incurred. By participating in this Tender Procedure, Candidates and/or Tenderers expressly and unconditionally accept the aforementioned on the part of SNBV.

2.9.7 Choice of law and forum

This Tender Procedure shall be governed by Dutch law. Any disputes must be submitted to the competent court in Amsterdam, The Netherlands.

2.9.8 Documents to be destroyed if no Tender submitted

A Participant which decides not to participate in the Tendering and Award Phase shall immediately notify SNBV to that effect in writing. The Participant shall then destroy all Tender Documents which it has received.

2.9.9 Ownership of information

All information carriers and documentation provided by Tenderer as part of the Tender shall become the property of SNBV and will not be returned but will be treated as confidential and stored as such. After a certain time they will be destroyed.

2.9.10 Consent

By submitting a Tender, Tenderer affirms its unconditional agreement with the provisions contained in this Invitation to Tender and the other provisions applicable to this Tender Procedure. Conditional Tenders shall be deemed not to have been submitted and shall not qualify for award of the Engagement.

3 ASSESSMENT PROCEDURE

3.1 Minimum Requirements and Award Criteria

The Minimum Requirements are described in Chapter 4. Tenders that do not meet the Minimum Requirements will be deemed not to have been submitted.

The Award Criteria are given in Chapter 5. . A distinction is made in the Award Criteria between price and quality. The Tenderer with the best price-quality ratio will qualify for award of the Engagement.

3.2 Assessment

Each Tender will be assessed on the basis of the Award Criteria. The assessment will be carried out according to the method of Direct allocation of points and will take place according to the following steps:

STEPS IN THE AWARD PROCEDURE
1. Timely/Complete Tenders received
2. Grounds for Exclusion
3. Suitability Requirements
4. Testing criteria
5. Assessment of First Tenders
6. Negotiation phase
7. Assessment of Final Tender and checks
8. Announcement of Tender result (envisaged Contractor)
9. Verification Phase
10. Check of Evidential Documents
11. Announcement of provisional award
12. Objection period
13. Final award and issuing of Engagement

Explanation:

1. First, the Tender will be assessed on its timeliness and completeness and whether it complies with the requirements (see Section 2.7.6). If a Tender is not complete (for example if statements or documents are missing) after the closing date or if it fails to meet the requirements, this can lead to exclusion.
2. Second, SNBV will check the Tenders against the Grounds for Exclusion that have been set. If a Ground for Exclusion applies to a Participant, this will basically lead to exclusion.
3. Third, an assessment will take place to determine whether the (minimum) Suitability Requirements have been met. Failure to satisfy (minimum) Suitability Requirements may result in exclusion
4. Fourth, an assessment will be made to see if the Testing Criteria have been satisfied. All the Testing Criteria are of a "knock-out" character. Failure to satisfy one or more of the Testing Criteria will basically result in exclusion

5. The members of the assessment committee will first assess the applications individually and allocate points for each Award Criterion

All Tenders will be assessed by an expert assessment committee. The assessment committee will comprise three(3) experts from the various divisions of SNBV: a procurement expert, an operations expert, and a subject-matter expert. Compliance with the Testing Criteria, specifically, will be assessed by the operations expert and the subject-matter expert; their judgment can be only "complies" or "does not comply". The procurement expert will check the other elements regarding the Tendering requirements.

The members of the assessment committee will first assess the Tenders individually and award points for the Award Criteria. Every Tender will be assessed on its own merits. That does not diminish the fact that the assessors' qualitative assessment can take into account what they have seen in other Tenders. That, of course, may be partly determinative for the assessment framework/pattern of expectations of the assessment committee and its individual members.

Each assessor will conduct the qualitative assessment based on his own experience and expertise. That means that the assessors' respective assessments of a Tender may differ. The views of the individual assessors will be discussed during the plenary meeting of the full assessment committee and the assessment committee will arrive at a consensus on the score. The final scores will be rounded off to a single decimal. From x.50 they will be rounded up; this means that lower scores will be rounded down. The Tenderer with the highest final score will qualify as first for the negotiation phase.

6. The three (3) Tenderers whose First Tenders scored highest on the Award Criteria will be invited for the negotiation phase. The assessments for these negotiations will be carried out by the assessment committee.

The negotiations with the Tenderers will take place in parallel. The topics for negotiation will in any case comprise the following (for the present):

the Price (AC1);
Award Criteria (AC2-AC7)

The above topics will be applied during the negotiation phase as Award Criteria for assessing the Final Tenders. The Testing Criteria (Chapter 4) and the Award Criteria with the weighting factors (Chapter 5) will not be topics for negotiation.

SNBV reserves the right to alter the Award Criteria for the Final Tender, as well as the weighting between them. Tenderers will be informed of such alterations before the start of the negotiation phase.

No Tenderers will be rejected during the negotiations. After the negotiations have been concluded, Tenderers must submit a Final Tender on the basis of the Amended Documentation. The Final Tender will not be permitted to include higher rates or conditions that are in some other way more unfavourable for SNBV than the First Tender, unless SNBV has given its express written consent for that.

7. The Final Tender with the Best Price-Quality Ratio – basically determined on the basis of the weighted total of the points scored for the Award Criteria as in the step described above – will qualify for award of the Engagement. SNBV's Tender Committee will carry out a check on this.

If after allocation of points on the basis of the Award Criteria, two (2) or more Tenderers achieve the same highest final score and thus are in first place, consideration will then first be given to the non-rounded final scores. If the non-rounded final scores are also the same, then the intention to award the Engagement will be issued to the Tenderer that has achieved both the shared highest final score and the highest score for Award Criterion AC1.

If the Tenderers with the highest final score also achieve the same score for Award Criterion AC1, the intention to award will be issued to the Tenderer with the highest final score that has also achieved the highest score for Award Criterion AC4. If the Tenderers that have the highest final score also achieve the same score for Award Criterion AC4, consideration will then be given successively to Award Criteria AC3, AC6, AC7, AC5 and as the last AC2 respectively. If the Tenderers concerned also achieve the same score for Award Criterion AC2, a civil-law notary [*notaris*] will draw lots to determine which of the Tenderers concerned will be issued with the intention to award. The Tenderers concerned may be present at the drawing of lots.

8. The result of the assessment will be announced to all Tenderers that have tendered. The verification phase will then commence with the envisaged Contractor. If that phase is concluded with a positive result, the intention to award will then be announced.
9. At the same time, the Tenderer with the Best Price-Quality Ratio will be requested to submit the required Evidential Documents within ten (10) days.

If assessment of the Evidential Documents reveals that the selected Tenderer does not meet all of the applicable criteria, or if the Evidential Documents are received after the deadline, the Tenderer in question will be disqualified from further participation in the Tender Procedure and will be replaced by the Tenderer which was placed in second place on the basis of the assessment.

10. In accordance with Article 18.6 of the applicable ARN²⁰¹⁶, an objection term of five (5) days will begin after the announcement of the provisional award. Rejected Tenderers must submit any objections they have, in writing and including substantiation, to SNBV within five (5) days after the date of the award decision (per Lot). SNBV will notify the objecting Tenderer of whether it will persist in its award decision (its view). After that view is announced, another term of twenty (20) days will be afforded so that, if desired, the objecting Tenderer can institute preliminary relief proceedings under civil law, in accordance with Article 18.10 of the ARN²⁰¹⁶.
11. Award of the Engagement (and of the reserve contractor role) will take place subject to the conditions that the Tenderer concerned:
 - o has shown that on the date of the award none of the Grounds for Exclusion apply to it;
 - o has shown that on the date of the award it complies with (minimum) Suitability Requirements from the Selection Phase; and
 - o has shown that it complies with Minimum Requirements
12. Only when the above conditions have been met can the Engagement be awarded definitively on the basis of the definitive Agreement, including any amendments as contained in an Information Notice.

4 REQUIREMENTS FOR PARTICIPANT

The following sections indicate what information a Participant must submit for the purpose of the assessment on the basis of the Grounds for Exclusion (GfE) and the Suitability Requirements (MSR). This chapter will specify the requirements that apply for each component.

Substantiation to be submitted – when tendering/on request					
Chapter	No.	Document	When tendering	On request	§
Grounds for Exclusion	GE1	ESPD - filled in and signed	x		4.1.1
	GE2	Registration in national professional or trade register		x	4.1.2
	GE3	Statement from the Dutch Tax and Customs Administration [Belastingdienst]		x	4.1.3
	GE4	Tendering Statement of Conduct		x	4.1.4
Suitability Requirements: Technical and professional competence	MSR4	Core Competence/Reference	x		4.2

In order to reduce the administrative burden on Participants, SNBV is making use of the European Single Procurement Document (ESPD) and a limited number of Evidential Documents. The Tender must be accompanied by Evidential Documents as indicated in the “When tendering” column in the above table. After receiving a written request from the SNBV, the Participant must submit the Evidential Documents listed in the “On request” column of the above table within ten (10) calendar days. You can use E-Certis to submit the Evidential Documents. <https://www.tenderned.nl/ecertis>. Participants are themselves responsible for ensuring that the Evidential Documents are received in good time.

If a Tender is submitted by a Syndicate or with the use of subcontractors, Section 2.8 of these Tender Guidelines will also apply. In the case of a Syndicate, the Evidential Documents must be submitted by each Syndicate Member unless indicated otherwise.

The assessment will first be made based on the answers provided to the questions in the ESPD and the Evidential Documents to be submitted in that regard. The Participant warrants that, at the time they were submitted, these statements were consistent with the Participant’s actual situation at that time.

4.1 Grounds for Exclusion

The following Grounds for Exclusion apply to this Tender Procedure:

4.1.1 GfE1: European Single Tender Document

Only the original copy of the ESPD included in Standard Form B with the Tender Guidelines may be submitted in respect of the Tender. The text of the ESPD may not be typed over, added to, or changed. Modifying the ESPD in any way whatsoever, regardless of the degree of said modification, may result in exclusion from participation in the next phase of this Tender Procedure.

The ESPD must be signed, and the Appendices initialled, by a duly authorised representative of the Participant. The legal validity of the authorisation must be demonstrated by means of an extract from the Trade Register or if necessary a power of attorney (if the person concerned holds a power of attorney, you are requested to include both the extract and the power of attorney with the Tender).

If a Participant is a Syndicate, each of the Syndicate Members must demonstrate that the ESPD was signed by a duly authorised representative.

If, after verification within the aforesaid term, the information given in the ESPD proves to be untrue or cannot be verified within that term because of the absence of the aforementioned Evidential Documents, this may be interpreted as being a false statement as defined in Section 2.87(1)(h) AW 2012. This can lead to exclusion from further participation in the Procurement Procedure.

Section 2.86 Public Procurement Act

All the Grounds for Exclusion specified in Section 2.86 of the Public Procurement Act will apply, with this requirement consequently having been incorporated into the ESPD. In order to substantiate that the Participant is not in one of said circumstances, SNBV will receive the ESPD from the Participant, on the basis of which it can be assumed that the Grounds for Exclusion do not apply to Participant.

Through the ESPD, the Participant will also indicate that the Evidential Documents referred to in Section 2.86 AW 2012 – for example the Tendering Statement of Conduct – will be submitted to SNBV within ten (10) calendar days of the latter's first request.

In the case of a Tender from a Syndicate, the Syndicate will be excluded if one or more of the Syndicate Members is in one or more of the aforementioned circumstances.

Section 2.87 Public Procurement Act

All the Grounds for Exclusion specified in Section 2.87 of the Public Procurement Act will apply, with this requirement consequently having been incorporated into the ESPD. In order to substantiate that the Participant is not in one of the circumstances referred to in Section 2.87 Public Procurement Act, SNBV will receive the ESPD from the Participant, on the basis of which it can be assumed that the Grounds for Exclusion do not apply to Participant.

Through the ESPD, the Participant will also indicate that the Evidential Documents referred to in Section 2.87 AW will be submitted to SNBV within ten (10) calendar days of the latter's first request.

In the case of a Tender from a Syndicate, the Syndicate will be excluded if one or more of the Syndicate Members is in one or more of the aforementioned circumstances.

4.1.2 GfE2: Registration in national professional or trade register

A statement (no older than six (6) months) as referred to in Section 2.89(1) of the Public Procurement Act showing that the Participant, in accordance with the requirements applicable in the country where the Participant is established, is registered in the national professional or trade register, or, if such a statement is not issued in the country of establishment, a declaration or certificate provided under oath. In the Netherlands, an extract of the entry in the Trade Register held by the Chamber of Commerce meets this requirement.

The extract must show, *inter alia*, that the person who signed the Tender is a legally authorised representative of the Participant. If the signature is provided by someone other than the person listed in the Trade Register held by the Chamber of Commerce, a copy of the power of attorney required for that to be done should be added.

If the Participant is a Syndicate, a certificate of registration in the national professional register or Trade Register must be submitted for each Syndicate Member.

A certificate of registration must also be provided for third parties which the Participant calls on or wishes to engage in the context of performance of the Engagement.

4.1.3 GfE3: Statement from the Dutch Tax and Customs Administration

If so requested by SNBV, a statement, no older than six (6) months (Ground for Exclusion Section 2.86(4) Public Procurement Act), from the Dutch Tax and Customs Administration [*Belastingdienst*] regarding payment of social security contributions and/or taxes must be submitted within ten (10) calendar days.

The Participant must allow for the need to apply to the Tax and Customs Administration for this statement. If applying for the statement unexpectedly takes longer, the risk will be borne by the Participant. The Participant is therefore advised to apply to the Tax and Customs Administration in good time and before a possible request from SNBV.

4.1.4 GfE4: Tendering Statement of Conduct

If so requested by SNBV, a copy of the Tendering Statement of Conduct within the meaning of Section 2.89(2) and Part 4.1 of the Public Procurement Act. The Tendering Statement of Conduct must reflect the actual situation of the Participant at the point when it is submitted. It must be no older than 24 months, calculating back from the closing date for submitting a Tender. If a Ground for Exclusion arises after the Tendering Statement of Conduct has been issued, the Participant must state such in its Tender (on pain of exclusion).

The Participant must allow for the need to apply for the Tendering Statement of Conduct to the JUSTIS Department [*Dienst Justis*], which will decide on Participant's application:

- for a natural person: within four weeks after the application has been received;
- for a legal entity: within eight weeks after the application has been received.

If the decision on the application for the Tendering Statement of Conduct unexpectedly takes longer, the risk will be borne by the Participant. The Participant is therefore advised to apply for the Tendering Statement of Conduct (if the Participant is in doubt or if it has a prior record) in good time and before a possible request from SNBV.

4.2 Suitability Requirements: Technical and professional competence

Participant must be technically and organisationally capable of performing the Engagement within the prerequisites to be set by SNBV regarding schedule, quality, and costs. The requisite competence can be demonstrated by means of one Reference for each Core Competence.

A maximum of one Reference project may be submitted per Core Competence; a single Reference project may be used to demonstrate multiple Core Competences.

4.2.1 MSR4: Core Competence/References

Participant must demonstrate on the basis of one or more References that it has the Core Competences that SNBV considers necessary for carrying out the Engagement effectively. For that purpose, it can refer to competences that it has acquired when performing engagements no more than three years, calculating back from the closing date for submitting the Tender, in good time (including any extensions granted).

The satisfaction of these requirements can be demonstrated by means of one Reference for each Core Competence as defined in Article 8.2.a of the ARN²⁰¹⁶. A maximum of one Reference project may be submitted

per Core Competence; a single Reference may be used to demonstrate multiple Core Competences. This must be done by filling in Standard Form F and submitting it with the Tender.

In Standard Form F you must fill in at least the following information about the Reference project which shows that you comply with the requirements regarding the Core Competences:

- the name of the organisation;
- a brief description of the organisation's main activities;
- the annual extent of the Engagement
- a brief description of the services provided to the organisation;
- the term of the agreement for the Engagement;
- the name and telephone number of the contact person for the organisation where the Engagement was performed.

As proof that Participant meets the above requirement, Participant must fill in the attached Standard Form F, and must then sign the Standard Form.

If use is made of a not yet completed (or not entirely completed) engagement, only the actually achieved results of the current contract may be indicated and a forecast of the expected results will be insufficient. The Participant should submit all the References cited. SNBV reserves the right to check the correctness of the References by getting in touch with the contact person at the referenced organisations.

In the case of a Tender from a Syndicate or with the use of third parties (subcontractors), the members of the Syndicate or the main contractor and subcontractors must collectively demonstrate that the Participant meets the above requirements.

4.2.1.1 SC1: core competence "Knowledge of and ability to support Airport Processes"

Participant is asked to come with a reference that demonstrates that its organization meets the core competence of "Knowledge of and ability to support Airport Processes". SNBV defines this core competence as: To have knowledge of and ability to support Airport processes in an airport environment. Within this core competence you will at least prove to possess the following abilities:

1. To have obtained the relevant certifications with SSB's to operate in a CUTE/CUPPS environment
2. To have demonstrated the ability to work together with CUTE supplier SITA, as well as other CUTE providers.
3. To have demonstrated the ability to connect your SSB's with Departure Control Systems of airlines

4.2.1.2 SC2: core competence "System Integration and support"

Participant is asked to come with a reference that demonstrates that its organization meets the core competence of "System Integration and support". SNBV defines this core competence "System Integration and support" as:

1. Knowledge of integrating IT systems, which implies that your organization is skilled in software, hardware, interface protocols, software and hardware engineering, both with SNBV and external systems. It also implies structured problem solving related to these knowledge areas that entail the installation of hardware in an airport environment;
2. Effectiveness in, if requested, the coordination of (the delivery of services of) contractors to deliver maintenance and support;
3. The ability to serve as single point of contact for all events/issues related to the installed hardware and handling all problem and incident management with the various subcontractors in an airport environment.

4.3 Testing Criteria

The table below sets out the Testing Criteria (TC) which the Tender must meet if the Participant wishes to qualify for award of the Engagement. Tenders that do not comply with the Testing Criteria shall be deemed not to have been submitted. SNBV is entitled, however, to request a Participant to supplement or give further details regarding the statements and documents that it submitted in the context of the Testing Criteria – within a term specified by SNBV – and/or to give Participant the opportunity to have defects rectified which SNBV considers can be rectified easily.

The remainder of this chapter sets out what information Tenderer must submit for the purpose of checking Minimum Requirements MR1 up to and including MR5 and, where relevant, the manner in which SNBV will test or assess that information.

No.	Minimum Requirements	Para.
MR1	Tender letter	4.3.1
MR2	Statement of Agreement with conditions	4.3.2
MR3	[Statement of period of validity]	4.3.3
MR4	Business liability insurance	4.3.4
MR5	All requirements in the program of requirements that have been listed as must-have.	4.3.5

4.3.1 TC1: Tender letter

Tenderer must submit a Tender letter giving the following information:

- a) Name of Tenderer (according to Chamber of Commerce);
- b) Chamber of Commerce number;
- c) Names of contact person and contact person's substitute;
- d) Address, phone number, and e-mail address of contact person and contact person's substitute;
- e) A reference to this Invitation to Tender;
- f) A statement that when submitting the Tender Tenderer still complies with the statements made during the Selection Phase of this Tender Procedure and that Tenderer will still comply with them at the time of the award;
- g) Signature by the official of Tenderer that is authorised to represent Tenderer, as evidenced by the proof of registration in the national professional or trade register submitted in the Application.

4.3.2 TC2: Statement of agreement with conditions

Tenderer must accept the draft Agreement. During the information phase, prior to the Information Notice, it is possible to respond to the draft Agreement by submitting questions. Such questions will be answered in an Information Notice. No more changes will be implemented after the Information Notice has been issued. Tenderer must also state that it complies with all the requirements and conditions set out in the Invitation to Tender. No more changes will be implemented after the Information Notice has been issued.

Tenderer must state by filling in Standard Form B, that it:

- Unconditionally agrees to the draft Agreement, as included in *Appendix 3: Draft Framework Agreement* and if appropriate amended by an Information Notice; and negotiation phase; and
- Unconditionally agrees to the draft Additional Agreement A-Pier, as included in *Appendix 4 Draft Additional Agreement A-Pier* and if appropriate amended by an Information Notice and negotiation phase; and
- Unconditionally agrees to the draft waiting room Agreement, as included in *Appendix 5 Draft Reserve Contractor Agreement* and if appropriate amended by an Information Notice; and
- Unconditionally agrees to the Programme of Requirements, as included in *Appendix 2: Programme of Requirements* and if appropriate amended by an Information Notice. Tenderer must state that it complies with these.

Standard Form B, filled in and signed, must be submitted with the Tender.

4.3.3 TC3: Statement of period of validity

In deviation from Article 15 ARN²⁰¹⁶, Tenderer must state, by filling in and signing Standard Form B, that its Tender will remain valid for at least 90 calendar days.

4.3.4 TC4: Business liability insurance

Contractor must ensure that its liability is insured and must maintain an insurance policy (with coverage as described below) in the period beginning on the contract date and ending on the end date.

Said insurance policy must cover at least an insured sum with a maximum combined ingle limit of EUR €1.000.000,- per event and per insurance year, with coverage for legal liability for damage to assets and persons.

Said insurance policy must have been taken out with an insurance company established in an OECD country and holding a long-term issue credit rating of not less than A3/A- (Moody's, Fitch, or Standard and Poor's, or an equivalent internationally recognised independent rating institution) or similar.

When Tendering, Participant must submit a copy of the original insurance policy or an authenticated certificate of business liability insurance which shows that it holds the aforementioned insurance. If Tenderer does not yet hold the aforementioned insurance when submitting its Tender, Tenderer must submit a statement from its insurance company in which said company declares that it is prepared to conclude said business liability insurance policy with Participant in connection with the Engagement no later than the contract date.

A copy of the original insurance policy/insurance certificate (if already available) or the statement by the insurance company must be included with the Tender.

4.3.5 MR5: Must have Programme of requirements

Tenderer complies with all must-have requirements within Appendix 2, Programme of requirement specifications.

5 AWARD CRITERIA

If a Tender is found to be valid and to comply with the Minimum Requirements, it will be assessed according to the Award Criteria set out in the table below. The Tenderer with the Best Price-Quality Ratio (BPQR) will qualify for the Engagement. The BPQR will be determined on the basis of the score/the number of points per component and, after weighting, achievement of the highest score.

Tenderer is not permitted to include references from one to another part of its Tender. In other words: it must be possible for the Tender to be read and assessed separately with regard to each Award Criterion (and Sub-Award Criterion).

Award Criteria, weighting, and score		
Criterion	Max. points available (unweighted)	Weighting
AC1 Price	300 points	30%
AC2 Corporate Responsibility	50 points	5%
AC3 Smooth and Seamless passenger journey	140 points	14%
AC4 Improved operational process	190 points	19%
AC5 Future-proof modularity	70 points	7%
AC6 Involved and passionate customer-centric service provision	150 points	15%
AC7 Solid integration in the SNBVs IT landscape	100 points	10%
Total	1000 points	100%

For the assessment of all Quality Award Criteria the following procedure will be followed. Participant is required to read Appendix 2, Requirements Specification Document, and to fill in Form H compliancy list according to the instructions in this document.

In Appendix 2, the Requirements Specification Document all requirements and their background. The form compliancy list contains three sheets:

- 1) Instructions. Detailed instructions regarding the use of the compliancy list
- 2) Compliancy List, the actual compliancy list that Participant is requested to fill in, including additional questions to answer.
- 3) Overview with the following information:
 - a) Value in points for every requirement
 - b) Participants actual score for the should-have and could-have requirements Participant complies to per Award Criteria AC(X)
 - c) Insight in the attribution of the different requirements to the Award Criteria AC(X)
 - d) Insight in the actual score of Participant for Award Criterion AC(X)

5.1 AC1: Price

Weighting: 30%

Maximum points available: 300 points

Participant is required to fill in the pricing sheet in its entirety. The pricing sheet has been made available as Form I Pricing sheet. This pricing sheet adds all fees to a total cost of ownership. This price will be used to calculate the number of awarded points.

AC1 will be assessed as follows:

- a) The tender with the lowest price ($P_{\text{Lowest Price}}$) will be awarded 300 points

b) The assessment of AC1 for the other tenders will be deducted as follows:

$$\text{Points awarded (AC1)} = P_{\text{lowest}} / P_{\text{Any other Tender}} * 300$$

(with $P_{\text{Any other Tender}}$ as the Price of any other Tender)

All prices/rates must be given in euros and exclusive of VAT.

5.2 AC2: Corporate responsibility

Weighting: 3 %

Maximum points available: 30 points

The degree to which the tenderer meets the corporate responsibility objectives of SNBV. These objectives are stated in our corporate responsibility policy (see for more information www.schiphol.nl/cr. SNBV values its Corporate Responsibility and therefore believes that this vision should be shared by its contractors.

5.3 AC3: Smooth and Seamless passenger journey

Weighting: 15%

Maximum points available: 150 points

The SSB supplier supports the boarding process via a well-functioning Self-Service Boarding (SSB) system in such a way that a smooth, intuitive and seamless passenger journey is guaranteed.

SNBV aims to be Europe's preferred airport. On this behalf the airport needs to offer passengers a smooth, intuitive and seamless passenger journey. Self-service facilities should offer passengers convenience and control.

5.4 AC4 Improved operational process

Weighting: 20%

Maximum points available: 200 points

The SSB supplier delivers SSB gates that ensure a more punctual, reliable, secure, safer, faster boarding process than in a BGR setting.

SNBV aims to improve its operational processes all over the airport. One of them is the boarding process. This for example entails the objective measuring of passengers to prevent passenger slips as much as possible. It also means speeding up the boarding process and lowering the workload of gate agents compared to the more traditional way of boarding via a BGR.

5.5 AC5 Future-proof modularity

Weighting: 7%

Maximum points available: 70 points

The SSB supplier provides a SSB gate which is truly modular in nature to keep up with new technology without having to acquire a complete new solution. Components can easily be added on, like passport readers or biometrical devices, and can easily be repaired and replaced.

Modularity provides SNBV with the needed flexibility for the future. In case of modularity for the SSB gate, one can think of adding a passport scanner when having proved itself to the fullest extent. Furthermore, Future

technologies such as biometric solutions can be integrated without large costs and complex implementation projects.

5.6 AC6 Involved and passionate customer-centric service provision

Weighting: 15%

Maximum points available: 150 points

The SSB supplier is proactive in terms of market developments and responds to that in the form of new technologies embedded in its products. The SSB supplier also takes on a proactive and supportive stance in case of problems originating in the SSB chain of partners. The supplier thinks beyond its scope, serves the SSB chain and ensures a reliable SSB process for his customers.

SNBV intends to closely work with its suppliers and intends to rely on those who accurately follow new market developments. SNBV acknowledges the matter of stakeholder complexity that can arise in its various operational processes. This means SNBV looks for suppliers who dare to think beyond its scope, do more than what they originally are hired for and truly want to support the SSB chain of partners function in the most optimal way.

5.7 AC7 Solid integration in the SNBVs IT landscape

Weighting: 10 %

Maximum points available: 100 points

The SSB supplier provides a well-functioning SSB gate which can be demonstrably integrated in the SNBV IT-environment and provide a high level of business reliability.

SNBV is increasingly becoming a data-driven and IT minded organisation. This means sufficient attention is required to fit in the IT landscape of SNBV (sketched in this requirements specification document) and upholding a high level of reliability and steadiness

LIST OF STANDARD FORMS AND ANNEXES

Form A Checklist
Form B ESPD, European Single Tender Document
Form C Utilization of financial capacity
Form D Utilization of technical competence
Form E Statement on the Formation of Syndicate
Form F Core Competence/Reference
Form G Compliancy with requirements and conditions
Form H Compliancy list
Form I Pricing sheet

Appendix 1 ARN 2016
Appendix 2 Programme of Requirements
Appendix 3 Draft Framework Agreement
Appendix 4 Draft Additional Agreement A-pier (*this will be made available as soon as possible*)
Appendix 5 Draft Data Processing Agreement
Appendix 6 Draft reserve Contractor Agreement
Appendix 7 INFOS manual
Appendix 8 IT Infrastructure standards
Appendix 9 General Terms and Conditions ICTS 2015
Appendix 10 Report Market consultation
Appendix 11 IRM Specifications
Appendix 12 IT Security Baseline
Appendix 13 SNBV Quality Principles for SSB testing