Tendering Guide

for the European procurement procedure

for

Enterprise Architecture Tooling

according to the open procedure

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This procurement procedure is being carried out in its entirety through

TenderNed
Marktplein
voor aanbestedingen

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DEFINITIONS

This Tendering Guide uses the definitions from the Procurement Regulations for the Utility Sectors 2016 (referred to below by its Dutch acronym: ARN[2016]) (Appendix 1). Defined terms are written with an initial capital letter.

The following definitions are used by way of addition/exception to the definitions from the ARN[2016] and are marked by an asterisk):

Contracting Party	Schiphol Nederland B.V., also referred to as SNBV.
Procurement Procedure*	The European open procurement procedure, in accordance with section 3.33 of the Public Procurement Act, which regulates the award of utility sector Engagements, whose course and subject have been described in the Procurement Documents.
Procurement Documents	Collective name for all documents which the Contracting Party has sent to the Participants in the context of this Procurement. They include the Tendering Guide (this document), the Contract, the Programme of Requirements, Appendices, Standard Forms and the Summary of Additional Information and Changes.
Public Procurement Act	Act of 1 July 2016, containing revised rules on procurement procedures (modified Public Procurement Act 2012), Bulletin of Acts and Decrees 2016, 241, including amendments.
Amended Documentation.	The documents marked by the Contracting Party with the words: 'Amended Documentation' Amended Documentation concerns additions and changes to the Tendering Guide and the Appendices.
Best Price-Quality Ratio (BPQR)	The 'Best Price-Quality Ratio' award criterion.
Appendix	An appendix to the Procurement Documents. An appendix forms an integral part of the Procurement Documents.
Participant	Before submission of tenders, anyone who has requested a copy of the Tendering Guide and, after submission of tenders, anyone who has submitted a Tender.
Tender*	An offer submitted by a Participant on the basis of Procurement Documents supplied to it by the Contracting Party.
Tendering Guide	The present document, including all Appendices and Standard Forms supplied by the Contracting Party to the Participants through TenderNed and in which a (further) description is given of the Engagement, the Procurement, the Grounds for Exclusion, the Suitability Requirements, the Assessment Criteria and the Award Criteria.
Core Competency	The knowledge, experience and skill necessary to perform an essential part of the Engagement.
Engagement	The 'special sector contract' as referred to in section 1.1 of the Public Procurement Act, which is the subject of this Engagement.

Client	Schiphol Nederland B.V., also referred to as SNBV.
Contractor	The Participant with whom the Contracting Party concludes the Contract in the context of this Procurement.
Contract	The Contract to be signed between the Contracting Party and the Contractor following the awarding of the Engagement. The draft version of the contract forms part of the Tendering Guide/(most recent) Summary of Additional Information and Changes.
Programme of Requirements	A description of the requirements for the Engagement, including the relevant data, the technical specifications and the procedure to be followed, with which the Contractor must comply during the performance of the Engagement. Appendix 2 to this Tendering Guide.
Reference	A statement as referred to in Section 2.92a of the Public Procurement Act, in which the Participant demonstrates that it has the required core competencies.
Standard Form	A form which a Participant is obliged to use when drawing up and submitting the Tender and which is included in the Tendering Guide.
TenderNed	An electronic platform used for conducting this European procurement procedure, which can be consulted at www.tenderned.nl.
Assessment Criterion	A knock-out criterion applied in relation to the Engagement.
ESPD	European Single Procurement Document: confidential document intended for submission of the self-declaration as referred to in Section 3.64 in conjunction with Section 2.84 of the Public Procurement Act.
Grounds for Exclusion (GfE)	The mandatory grounds for exclusion from this Procurement Procedure as referred to in Section 2.86 of the Public Procurement Act and the optional grounds for exclusion from this Procurement process applied by the Contracting Party, as referred to in Section 2.87 of the Public Procurement Act.

FOREWORD

You have before you the Tendering Guide of Schiphol Nederland B.V. on European Procurement entitled Enterprise Architecture tooling

By publishing this Tendering Guide on TenderNed, the Contracting Party invites every interested economic operator which meets all the specified requirements and conditions, to submit a Tender. This Tendering Guide provides information about the course of the Procurement and the information requested in the context of the Procurement.

The Contracting Party has adopted an open procurement procedure. Any economic operator can participate in this procedure by responding to the announcement published by the Contracting Party on the website at www.TenderNed.nl. For a TenderNed manual, please refer to:

https://www.tenderned.nl/e-gids/handleiding/handleiding-onderneming

An open procedure takes place as follows: following a contract notice the market participants can request a copy of the Tendering Guide through TenderNed and submit a Tender on this basis. In this Tender a Participant must show that it meets the requirements set by the Contracting Party (as specified in Grounds for Exclusion, Suitability Requirements and Assessment Criteria in respect of the performance of the Engagement). In addition, the Tender must include a proposal to perform the Engagement. The Participant bases this proposal on the Award Criteria, as specified in chapter 6.

If you have not received the Tendering Guide fully or in good order, we would kindly request you to report this as soon as possible on TenderNed, but in any event before the last date for submitting questions for the Summary of Additional Information and Changes 1, and to list as well which documents are missing, incomplete or damaged. How to submit questions is explained in section 2.4 of this Tendering Guide.

1 INTRODUCTION

Schiphol Group, together with its home carrier KLM, the other airlines and its business partners, has developed Amsterdam Airport Schiphol into Europe's preferred airport and is proud of the fact that time after time, travellers rate Schiphol highly and consider it a preferred point of departure or transfer. Its policy is designed to maintain and further strengthen its prominent position in Europe.

1.1 Schiphol Nederland B.V. as client

Schiphol Nederland B.V. (SNBV) is part of N.V. Luchthaven Schiphol. N.V. Luchthaven Schiphol operates under the name of Schiphol Group. Schiphol Group operates Amsterdam Airport Schiphol, the largest airport in the Netherlands.

Schiphol Group's mission is Connecting the Netherlands: Permanently connecting the Netherlands to the rest of the world in order to contribute to prosperity and well-being in this country and elsewhere; Connecting to compete and to complete. We conduct our domestic and international operations in a balanced manner, and in doing so reflect our key values: reliability, efficiency, hospitality, inspiration and sustainability.

Amsterdam Airport Schiphol aims to be and remain Europe's Preferred Airport: the airport that is highly valued for its quality, capacity and vast network of destinations.

We operate our principal airport, Amsterdam Airport Schiphol, as an Airport City, a dynamic metropolitan area offering travellers and airlines all the services they need, 24 hours a day. Some 500 companies employing 65,000 people are established at Schiphol.

In order to support its mission and ambition and maintain its competitive position, Schiphol Group intends to further strengthen the capacities of its IT department by implementing an Enterprise Architecture Tool (EAT). This EAT will be used by the department Strategic Alignment (SA). This department hosts the Schiphol IT architects. Currently SA is using Sparx Enterprise Architect (SEA) to keep track of all the IT architecture changes and have an overall up-to-date IT Architecture design. The ambition is to replace SEA with a tool that enables SA to grow to the next level of maturity.

1.2 Scope and elements of the Engagement

The engagement entails the following:

- Delivery of an SaaS (Software as a Service) based EAT
- Technical implementation of this EAT so that it can be used by the target group
- Maintenance of the EAT
- 2nd and 3rd line support of the EAT
- Additional (optional) services such as consultancy, training and functional support

Main purpose of the EAT is to document, analyse, maintain state and evolution of the Schiphol enterprise architecture with its internal and external dependencies, using a graphical language.

The EAT should cover the following requirements:

1. Letting the users create and maintain architectural models in Archimate 3.0 language.
2. Enable users to traverse and analyze past and future models (also known as time or roadmap travelling).
3. Analyze models regarding dependencies, complexity, flows, etc.
4. Support for collaboration and version management (i.e. like Git pull requests and commits).
5. Effective and intuitive to use.

6. The ability to create good-looking presentations (reports, web pages, etc.).

1.3 Elements outside the scope of the Engagement

There may possibly be elements that are connected (or seem to be connected) with the works/services that are part of the Engagement, but which have been explicitly excluded by the Contracting Party from the scope of the Engagement described in section 1.2.

This concerns at least the following elements (the list is not exhaustive):

- Migration of the current architectural models into the new EAT

1.4 Volume of the Engagement

SNBV expects that approximately 30 IT architects will use the EAT on a regular basis. No rights may be derived from this estimate.

1.5 No division into lots

The Engagement (see section 1.2) will be put out to tender in one (1) lot. The Contracting Party has decided that the procurement should be carried out as one (1) lot in order to ensure an integral approach to the performance of the Engagement. This is because the Engagement comprises many elements that are very closely, and sometimes inextricably, interconnected. The project will be executed in an operational environment that has many stakeholders and is in constant use. This will require optimal coordination of the various elements. Without optimal coordination, the risk associated with the performance of the Engagement will become both operationally and financially unmanageable for the Contracting Party.

1.6 Form and term of the Engagement

The Client intends to contract one supplier to perform the Engagement. The Contract has a term of three (3) years and will take effect in principle on 1 May, 2019. In addition to the fixed term, the Contract provides for the possibility of renewing the term for five times for a period of one (1) year.

2 PRINCIPLES AND CONDITIONS

This chapter sets out further details of the principles and conditions applying to this Procurement.

2.1 Procedural framework of the ARN 2016

This Procurement is being conducted in compliance with the 2016 Procurement Regulations for the Utilities Sector (ARN[2016]). The ARN[2016] can be downloaded from: https://www.schiphol.nl/nl/schiphol-group/pagina/procurement, section: Documents and Legal Conditions.

2.2 Procedure phase

The open procedure consists of one (1) phase;

- Tender and award phase.

In this phase an assessment of the Participants is first carried out on the basis of Grounds for Exclusion (GfE) and Suitability Requirements. The Engagement will be awarded on the basis of the Best Price-Quality Ratio (BPQR) Award Criterion. This means that the Contractor will be selected on the basis not just of price but also of quality.

2.3 Procurement Schedule

The Contracting Party has started this Procurement Procedure by publishing the notice of the utilities sector engagement on TenderNed. The table below sets out the Procurement schedule. The Contracting Party reserves the right to modify the schedule.

Schedule for the procedure	Date
Publication of notice on TenderNed	01/02/2019
Closing date for round of questions: strict deadline for submitting questions and comments in response to Tendering Guide	18/02/2019, 15.00 (strict deadline)
Publication of Summary of Additional Information and Changes	28/02/2019
Closing date for submission of Tender	18/03/2019, 15.00 (strict deadline)
Opening of the vault in TenderNed	18/03/2019, from 15.15
Demonstration of usecases	08/04/2019 and 09/04/2019
Announcement of provisional tendering result (before verification phase)	25/04/2019
Deadline for submission of objections (objection period)	30/04/2019
Deadline for preliminary relief proceedings	15/05/2019
Final award and engagement	16/05/2019

In the case of the 'closing date for questions' and the 'closing date for submission of Tenders' the stated times are the latest possible times and are thus treated as strict deadlines. Any questions and/or comments submitted after the deadlines will not be dealt with. Any Tenders that are received after the specified deadline will not be included in the assessment process. The other deadlines are indicative and not binding on the Contracting Party.

Failure on the part of the Participant to comply with the above dates/deadlines or the dates/deadlines amended by the Contracting Party will in principle lead to exclusion.

2.4 Communication during the Procurement Procedure

2.4.1 Contact with the Contracting Party

All communication concerning this Procurement Procedure must be conducted via TenderNed. No communication may take place by any other means. No rights may be derived from oral communications, commitments or agreements which have not been recorded in a communication or publication by the Contracting Party on TenderNed. Officers of the Contracting Party must not be approached, either directly or indirectly, in the context of this Procurement Procedure. Any positive or negative influence of any kind whatever which is brought to bear on the staff involved in the Procurement procedure may lead to exclusion from participation in this Procurement Procedure.

2.4.2 Submission of questions and comments

Participants may submit questions and comments on any Procurement Document via TenderNed. As stated in the schedule, Participants have one opportunity during this Procurement Procedure to ask questions or make comments. Questions which the Participant submits late or by other means will, in principle, not be considered by the Contracting Party. The answers to questions that have been submitted punctually will be published via a Summary of Additional Information and Changes on TenderNed.

Participants are responsible for the timely and proper submission of the questions. If a question is not received by the Contracting Party, the Participant has the burden of proving that the question was submitted in time. Ensure that you comply with the closing date as referred to in the 'Procurement Schedule' section in this Tendering Guide.

Any deficiencies and/or contradictions in and/or objections to the content of this Tendering Guide and its Appendices and/or the procedure for this Procurement must be raised in the round(s) of questions. If none is raised, the Contracting Party is entitled to assume that Participants have no objections to the content of the Tendering Guide and its Appendices and/or this Procurement Procedure. As a result, any rights they may have to object at a later date will lapse.

Questions must be submitted in Dutch or English. In the questions you are requested to state precisely to which part (name of document, section and page number) of the Procurement Documents the question relates. You are requested not to use company names, product names and other names related to your business in the questions.

The Contracting Party closes a round of questions by sending a Summary of Additional Information and Changes containing the (anonymised) questions from Participants and the answers from the Contracting Party. The Contracting Party will also include in this any amendments to the Procurement Documents. The published Summary of Additional Information and Changes forms part of the Tendering Guide and takes precedence over the other part of the Tendering Guide and the Appendices. Documents that bear the following wording added by the Contracting Party: 'Amended Documentation' take precedence over the Summary of Additional Information and Changes. The Contracting Party makes the Summary of Additional Information and Changes available to all Participants via TenderNed. The Contracting Party reserves the right to disregard or take only partial account of comments.

2.4.3 Commercially confidential questions

If a Participant has questions for the Contracting Party which are by their nature 'commercially confidential', and it is therefore not desirable for these questions to be answered in a Summary of Additional Information

and Changes, the Contracting Party may answer such questions other than in that Summary. The Participant must submit such questions using the TenderNed communication module stating 'Commercially confidential – Not to be answered in the Summary of Additional Information and Changes'.

In all cases, the Contracting Party will first assess such 'commercially confidential' questions on their merits. If the Contracting Party considers that such questions should not be treated as commercially confidential, it will in principle notify the Participant that has raised these questions. This Participant will then be given an opportunity to withdraw the questions or to ask them with a view to receiving an answer in the Summary of Additional Information and Changes. When dealing with 'commercially confidential' questions, the Contracting Party will at all times endeavour to ensure a level playing field.

2.5 Complaints procedure/complaints desk of the Contracting Party

The Contracting Party has set up a complaints desk where interested parties can lodge complaints about suspected errors or irregularities in its Procurement Procedures. However, a complaint may not be lodged until the alleged errors and irregularities have been communicated to the Contracting Party in the round of questions and the Contracting Party has given its response via a Summary of Additional Information and Changes. If the Participant is still dissatisfied with the response given by the Contracting Party in the Summary of Additional Information and Changes, it may then lodge a complaint with the complaints desk. The subsequent procedure is then as follows:

(1) Complaints must be submitted by email to the secretary of the Contracting Party's complaints desk, stating the reasons for the complaint. The email address is: Tender_klacht@schiphol.nl. The written and reasoned notice of complaint must state the subject of the complaint and the grounds (including any legal grounds). The notice of complaint must provide an indication of what might constitute an appropriate solution. The written complaint must also include the date of the complaint, the name and address of the complainant and the designation/reference of the Procurement Procedure to which the complaint relates.
(2) The secretary of the complaints desk will confirm receipt of the complaint as soon as possible.
(3) The complaints desk will then investigate expeditiously whether the complaint is justified, taking account as far as possible of the schedule and lead time for the Procurement Procedure. Please note: the lodging of a complaint will not suspend this Procurement Procedure.
(4) If, after the investigation by the complaints desk, the Contracting Party concludes that the complaint is fully or partly justified and intends to take corrective action, it will give notice of this in writing as soon as possible. Depending on the phase of this Procurement Procedure, the Contracting Party may possibly communicate the planned measures to all Participants at the same time as notifying the complainant. This is to avoid any preferential treatment.
(5) If the Contracting Party concludes from the findings of the investigation by the complaints desk that the complaint is not justified, no measures will be taken and the Contracting Party will notify the complainant in an appropriate manner in writing.

2.6 Submitting a Tender

Tenders must be submitted via www.TenderNed.nl. In order to safeguard confidentiality, Tenders may not be submitted by post or by email.

The strict deadline is stated in the section entitled 'Procurement Schedule'. The Contracting Party will treat Tenders that have not been submitted in time as not having been submitted and will therefore not process them. The Participant bears the risk connected with timely and complete submission of the Tender. The Contracting Party and TenderNed are not responsible for errors committed by Participants in the full and timely supply of information. If in doubt, you should therefore consult the TenderNed help desk. We advise you to

submit your Tender well in advance. The Participant bears the risk of malfunctions during uploading. The Contracting Party will be unable to open the virtual safe on TenderNed until after the strict deadline.

By submitting a Tender, the Participant automatically agrees to the provisions in this Tendering Guide and other provisions applicable to the Procurement Procedure. By submitting a Tender the Participant also agrees to the procurement method chosen by the Contracting Party. If the Participant considers that the Tendering Guide contains errors, it must make this known in writing before the closing date for submission of Tenders. If the Participant fails to do so, it cannot invoke such errors when or after the Engagement is awarded.

2.7 Tendering Conditions

The following terms and conditions apply to the submission of a Tender:

2.7.1 Number of Tenders

Economic operators may tender only once, either as an individual company or as part of a Consortium with other companies. If two or more economic operators within a single group are interested, participation in this Tender is possible only if they apply as a single Participant, whether or not in a Consortium with third parties.

2.7.2 Group

If a Participant, or one of the Consortium Members (in the case of a Consortium), is part of a group, the parent company must state that none of the other members of the group has applied for the Engagement.

2.7.3 More than one Participant within a single group

If two or more economic operators within a single group have applied separately for the Engagement, the parent company must determine which of the companies within the group will withdraw as a Participant. If the parent company fails to make a decision within seven (7) calendar days following a request to this effect from the Contracting Party, the Contracting Party will make the decision by drawing lots.

2.7.4 Contact about the Engagement

Any company that makes contact by any means whatever, whether directly or indirectly, for example through third parties, with other actual or potential Participants concerning the Engagement being tendered for and the content of the Tender will be excluded from participation or further participation. This concerns, in particular, the price to be bid or the allocation of works among the Participants, with the exception of any necessary consultation regarding the formation of a Consortium, if justified.

2.7.5 Costs

No costs incurred by Participants in compiling and submitting the Tender will be eligible for reimbursement by the Contracting Party in any way.

2.7.6 Form and content of the Tender

Form: The Tender may be submitted in Word [.doc or .docx], Excel [.xls or .xlsx] or PDF format. Other extensions are not permitted, unless specifically stated otherwise.

Content: Only Tenders which are not strategic and/or manipulative will be assessed.

2.7.7 *Documents submitted in the Procurement Procedure*

This Tendering Guide and all Appendices have been compiled with care. However, in the event of any contradictions or discrepancies between these documents, the order of precedence indicated below will apply, with a higher placed document prevailing over a lower placed document (in other words, the list is in decreasing order of importance).

ORDER OF PRECEDENCE	DOCUMENT DESCRIPTION	VERSION
1.	Agreement	Final version after Summary of Additional Information and Changes
2.	Summary of Additional Information and Changes	To follow
3.	SNBV General Terms and Conditions of Purchase ICT Systems,	AIV–SNBV VW–8006, October 2018
4.	Schiphol Regulations	Latest version (available on www.schiphol.nl)
5.	2016 Procurement Regulations for the Utilities Sectors	ARN[2016] - Version 1.0. dated 1/7/2016
6.	Draft agreement	Appendix C
7.	Data Processing Agreement	Appendix D
8.	Tender Form	Standard Form H
9.	Your Tender	To follow
10.	All other documents referred to previously by the Contracting Party during the Procurement Procedure until the time of signing the contract.	

This Tendering Guide and all Appendices can be amended and/or supplemented by means of a Summary of Additional Information and Changes. A Summary of Additional Information and Changes of a later date prevails over a Summary of Additional Information and Changes of an earlier date.

If after reading the most recent Summary of Additional Information and Changes a Participant still considers that this Tendering Guide and its associated documents contain contradictions, errors, unlawful provisions, irregularities, ambiguities, deficiencies, unreasonably onerous requirements and/or other defects, the Participant concerned must, no later than seven (7) calendar days before the closing date for the submission of Tenders, institute preliminary relief proceedings (kort geding) at Amsterdam District Court by serving a writ of summons on the Contracting Party, failing which the right will lapse. This deadline marks the expiry of this right.

The Participant must submit a copy of the writ of summons using the TenderNed communication module. By requesting this Tendering Guide (including Appendices) the Participant indicates its agreement to it.

2.7.8 Reliance on financial capacity/technical capability of third party/parties

In order to meet the Suitability Requirements, a Participant may rely on the financial capacity and/or technical capability of a third party, regardless of the legal nature of its connections with such third party.

If the Participant wishes to rely on the *financial capacity* of one or more third parties, it must provide the following information in its Tender in accordance with Article 11 of the ARN[2016];

(i) the name(s) of the third party/parties concerned;
(ii) a Supporting Document evidencing compliance by the third party/parties concerned with the requirements set out in the Tendering Guide with regard to financial capacity, and
(iii) a copy of the contractual arrangement(s) with the party/parties concerned showing that the Participant actually does have access to the resources of the third party/parties required for the Engagement.

In such cases the Participant must state this in part II section C of the ESPD (Standard Form A). The Participant must also complete Standard Form C. The completed Standard Form C signed by the Participant and the third party/parties concerned, together with the relevant supporting documents, must be enclosed with the Tender.

If the Participant wishes to rely on the *technical capability* of one or more third parties, it must show in its Tender in accordance with Article 11 of the ARN[2016]:

(i) that the third party/parties concerned complies/comply with the requirements set out in this Tendering Guide with regard to technical capability, and
(ii) that throughout the Engagement it will actually have access to the requisite resources of such third party/parties required for the performance of the Engagement (in the broadest sense) in accordance with Standard Form D.

In such cases the Participant must state this in part II section C of the ESPD (Standard Form A). The Participant must also complete Standard Form D. The completed Standard Form D signed by the Participant and the third party/parties concerned, together with the relevant supporting documents, must be enclosed with the Tender.

In the event of reliance on the technical capability of one or more third parties, they must also actually be used to the specified degree in the performance of the Engagement. Where applicable, the Participant must also explain in its Tender how it guarantees that the technical capability of the respective third party/parties will actually be used in the performance of the Engagement.

No reliance may be placed in the Tender on a third party to which a Ground for Exclusion applies.

Please note: If reliance is placed on more than one third party, a copy of the Standard Forms must be completed, signed and enclosed with the Tender for each third party individually.

2.8 Submission of Tender by a Consortium and/or use of third parties (main contract and subcontract)

The following also applies if a Participant is a Consortium of companies and/or engages third parties:

2.8.1 Consortium: ESPD

Each member of a Consortium must itself submit a fully completed ESPD. The ESPD and the appendices must be signed by the legally authorised representative of the Consortium member concerned. Each member of the Consortium must also state in Part II of the ESPD what its role is in the Consortium.

2.8.2 Consortium: Consortium Formation Statement

When submitting a Tender, a Consortium must submit a statement on its formation. Standard Form E of this Tendering Guide contains the model for this statement.

2.8.3 Consortium Agreement on request

If requested, the Consortium must submit a Consortium Agreement within ten (10) calendar days in accordance with Article 10.2 of the ARN[2016]..

2.8.4 Consortium: Joint and several liability

When the Engagement is awarded, each member of the Consortium must state it is jointly and severally liable for the performance of the entire Engagement, in accordance with Article 10.4 of the ARN[2016].

2.8.5 Consortium: no changes permitted

After submission of the Tender, no changes may be made to the Consortium without the prior written consent of the Contracting Party. Such consent will only be granted in very exceptional circumstances (e.g. if Participants or members of the Consortium become the subject of a merger or acquisition). The Contracting Party may attach conditions to such consent. A Consortium must in any case continue to satisfy the requirements imposed in this Tendering Guide.

2.8.6 Consortium: General partnership or legal entity

If the winning Tender is submitted by a Consortium, the Consortium, after the award of the Engagement, must establish a general partnership (VOF) or a legal entity for the purpose of performing the Engagement.

2.8.7 Engaging third parties

- Even though they independently meet the (minimum) Suitability Requirements applying to this Procurement Procedure, both Participants and a Consortium of Participants may wish to engage third parties for the performance of the Engagement. In principle, Participants must themselves perform the Engagement entirely independently. Third parties may be engaged only if, in the next phase of the Procurement Procedure, the Participant explicitly states in its Tender which third parties it wishes to engage and for which elements of the Engagement it intends to do so.
- The Participant must also warrant that the third party concerned meets all requirements stated in this Procurement Procedure for the activities to be assigned to that third party.
- The Contracting Party will be entitled to verify the correctness of this warranty.
- The Participant bears full responsibility for any third parties it engages.
- If a Participant already intends to engage third parties for the performance of the Engagement, it must enter the third party's details in the ESPD (Standard Form B).

2.9 Other conditions

2.9.1 Official language

Dutch (and if necessary English) will be the official language throughout the Procurement Procedure.

2.9.2 Intellectual property

Intellectual property rights arising from the information provided by the Contracting Party always belong to the Contracting Party. No part of this Tendering Guide may be reproduced (other than for the purposes of submitting a Tender) by means of printing, photocopying, scanning or microfilm or by any other means without the prior written permission of the Contracting Party. Infringement of this provision may result in immediate exclusion from this Procurement Procedure and may be deemed to be a circumstance as referred to in Article 7 of the ARN[2016] and/or Article 22.2 of the ARN[2016]. The provisions of this section are without prejudice to the Contracting Party's entitlement to compensation.

2.9.3 Confidentiality

The Contracting Party will treat as confidential any information provided by the Participant which it knows or has reason to believe is confidential, and will in any case take account of the legitimate (commercial) interests of the Participant.

2.9.4 Applicable conditions

No other delivery, payment and/or other terms and conditions apply to this Procurement Procedure and any Engagement resulting from it other than the contractual and other conditions laid down by the Contracting Party in the Procurement Documents. Any Tender which refers to different conditions will be deemed not to have been submitted. The Contracting Party expressly rejects the applicability of any general terms and conditions of the Participant.

2.9.5 Reservation concerning discontinuation of the procedure

The Contracting Party is not obliged to make an award decision during this Procurement Procedure or to conclude a Contract with a Participant. In the following cases, namely:

a. Suspension and/or cancellation of this Procurement Procedure at any time; or
b. Suspension and/or postponement of and/or addition of further conditions to the award decision; or
c. No award decision being made; or
d. No follow-up action being taken after an award decision; or
e. No conclusion of a Contract;

participants have no entitlement whatever to receive compensation from the Contracting Party, including any legal successor(s) and/or associated persons/legal entities, for any damage and/or costs, however designated and on whatever grounds. Furthermore, by participating in this Procurement Procedure they expressly and unreservedly accept the aforementioned reservations stipulated by the Contracting Party.

2.9.6 Choice of law and forum

This Procurement Procedure is governed by the law of the Netherlands. Any disputes will be submitted to Amsterdam District Court.

2.9.7 Ownership of information

All information carriers and documentation provided by the Participant as part of the Tender will become the property of the Contracting Party and will not be returned, but will be treated and stored confidentially. They will be destroyed in due course.

2.9.8 Agreement

By submitting a Tender, the Participant unconditionally agrees to the provisions of this Tendering Guide and other provisions applicable to the Procurement Procedure. Conditional Tenders will be deemed not to have been submitted and will not be eligible for award of the contract.

3 ASSESSMENT PROCEDURE

The award will be made following assessment of the Tenders to determine their completeness, the applicability of Grounds for Exclusion (GfE), and compliance with the (minimum) Suitability Requirements and the Assessment Criteria below. All Tenders which comply with the Assessment Criteria will be assessed for compliance with the Award Criteria. To ensure that assessment can proceed as smoothly as possible, you should follow the instructions given in this Tendering Guide.

The assessment
The assessment of the Tenders will be conducted in accordance with the following steps:

Assessment procedure steps
1. Timely/complete submittal of the Tenders
2. Grounds for Exclusion (GfE)
3. (Minimum) Suitability Requirements
4. Assessment Criteria
5. Assessment Award Criteria/Prices assessment
6. Announce Tender result (intended Contractor)
7. Verification phase
8. Check of Supporting Documents
8. Announcement of provisional award
9. Objection period
10. Final award and granting of Engagement

Explanation:

1. First, it is determined whether the Tender has been submitted on time, is complete and fulfils the procedural requirements (see section 2.7.6. A Tender which is incomplete (for example, due to missing statements or documents) after the closing date or does not fulfil the requirements will, in principle, be excluded.

2. Second, the Contracting Party will assess the Tenders against the specified Grounds for Exclusion. If a Ground for Exclusion applies to a Participant, this will, in principle, lead to exclusion.

3. Third, compliance with the (minimum) Suitability Requirements will be assessed. If any (minimum) Suitability Requirements are not complied with, this will, in principle, result in exclusion.

4. Fourth, compliance with the Assessment Criteria will be assessed. All Assessment Criteria have a knock-out character. If one or more Assessment Criteria are not complied with, this will, in principle, result in exclusion.

5. In this phase, the individual members of the assessment committee will assign points for each Award Criterion.

   All Tenders which have not been excluded will be assessed by an independent assessment committee with relevant expertise.

Each Tender is judged on its own merits. Nevertheless, the assessors may also take into account what they have observed in other Tenders during their qualitative assessment. Indeed, this may partially determine the assessment framework and expectations of the assessment committee and its individual members.
Each assessor will perform a qualitative assessment based on their own experience and expertise. This means that the assessors may assess a particular Tender differently. When the assessment committee meets in plenary session, it discusses the reasoning of its individual members and reaches consensus on the score.
An important factor in making the qualitative assessment based on the Award Criteria is how the Participant has substantiated the choices it has made. The following questions play a role in this connection:

- Does the Participant clearly explain its reasoning?
- Is there a clear logic/train of thought behind the choices it has made?
- Are the various elements of the Tender mutually consistent?
- Does the Participant demonstrate awareness of any disadvantages of its choices and does it explain why the advantages outweigh the disadvantages?

In short, it is up to the Participant to explain the choices it has made to the assessment committee and to convince it of their correctness.
The final scores are rounded to one decimal place. Scores above .50 are rounded up and scores below that figure are rounded down. The Participant with the highest final score is the first to be eligible for the award of the Engagement. This is checked by the Contracting Party's Tender Committee.
If two (2) or more Participants have the same highest final score after points have been awarded on the basis of the Award Criteria and thus both end in first place, the first step is to check the non-rounded final scores. If the non-rounded final scores are also equal, the notice of intended award of the Engagement will be issued to the Participant which has achieved both the shared highest final score and the highest score in respect of Award Criterion AW3.
If the Participants with the highest final score have also scored the same in respect of Award Criterion AW4, the notice of intended award will be issued to the Participant which has also achieved the highest final score in respect of Award Criterion AW1. If the Participants with the highest final score have also scored the same in respect of Award Criterion, the question of which of the Participants concerned will receive the notice of intended award will be settled by the drawing of lots by a civil-law notary. The Participants concerned may be present when the lots are drawn.

6. The result of the assessment will be announced to all Participants who have tendered. The Verification Phase involving the intended Contractor will then start. If this is concluded with a positive result, notice will be given of the intention to award the Engagement.

7. At the same time, the Participant with the best price-quality ratio will be requested to supply the required Supporting Documents within ten (10) calendar days.

8. If it is apparent from assessment of the supporting documents that the selected Participant does not fulfil all the specified criteria or if the supporting documents were received too late, the Participant concerned will be excluded from further participation in the Procurement Procedure and its place will be taken by the Participant which came second on the basis of the above assessment.

9. In accordance with Article 18 (6) of the applicable ARN[2016], an objection period of five (5) calendar days will begin after the announcement of the provisional award. Rejected Participants must submit any objections they have, in writing and stating reasons, to the Contracting Party within five (5) calendar days of the date of the decision on the award. The Contracting Party will then inform the objecting Participant whether it stands by its original decision on the award (position). After the position is announced, there will be a further term of twenty (20) calendar days during which the objecting Participant can, if desired, institute preliminary relief proceedings under civil law, in accordance with Article 18 (9) of the ARN[2016].

10. Any award of the Engagement will take place on condition that the Participant concerned has shown:
    a. that none of the Grounds for Exclusion applies to it on the date of the award;

b. that it fulfils the (minimum) Suitability Requirements on the date of the award; and
c. that it fulfils the Assessment Criteria.

Only after the above conditions have been fulfilled can the Engagement be definitively awarded on the basis of the draft Contract in this Tendering Guide, including any amendments as set out in a Summary of Additional Information and Changes.

4 REQUIREMENTS TO BE FULFILLED BY THE PARTICIPANT

The following sections specify what information a Participant must submit for the assessment on the basis of the Grounds for Exclusion and Suitability Requirements. This chapter describes the requirements applicable to each element.

Supporting documents to be submitted - with Tender / on request					
Chapter	Number	Document	With Tender	On request	§
Grounds for Exclusion (GfE)	GfE1	ESPD – filled in and signed	x		
	GfE2	Registration in the national professional/trade register		x	
Suitability Requirements (SR): Technical and professional capability	SR1	Core Competency/Reference	x		

In order to limit the administrative burden on Participants, the Contracting Party uses the European Single Procurement Document and a limited number of Supporting Documents. The Tender must be accompanied by the Supporting Documents listed in the above table, in the column: Documents to be submitted 'with Tender'. After receiving a written request from the Contracting Party, the Participant must submit the supporting documents specified in the 'On request' column of the above table within ten (10) calendar days. To submit supporting documents you may use eCertis https://www.tenderned.nl/ecertis. The risk that the Supporting Documents cannot be obtained in time is borne by the Participants.

Where a Tender is submitted by a Consortium or with subcontractors, section 2.8 of this Tendering Guide also applies. These supporting documents must therefore be supplied by each of the Consortium Members, unless stated otherwise.

The assessment will first be made by reference to the answers provided to the questions in the ESPD and the supporting documents to be submitted. The Participant warrants that these statements faithfully represent its actual situation at the moment of submission.

4.1 Grounds for Exclusion (GfE)

The following Grounds for Exclusion apply to this Procurement Procedure:

4.1.1 GfE1: European Single Procurement Document

Only the original copy of the ESPD enclosed in Standard Form B with the Tendering Guide may be submitted for the purposes of the Tender. The text of the ESPD must not be retyped, added to or modified. Adjustments of any kind to the ESPD can result in exclusion from participation in the further course of the Procurement Procedure, regardless of the extent of adjustment.

The ESPD must be completed either electronically or by hand. An electronically completed ESPD must be printed out and signed. The scanned ESPD (PDF format) must be submitted with the Tender.

The ESPD must be signed and the Appendices initialled by a legally authorised representative of the Participant. Such legality must be demonstrated by means of an extract from the commercial register or, if necessary, a power of attorney (if this person holds a power of attorney, you are requested to append both the extract and the power of attorney to the Tender.)

In the case of a Consortium, each of the Consortium Members must demonstrate that the person signing the ESPD is a legally authorised representative.

If the information given in the ESPD proves to be false after the verification within the aforesaid period, or cannot be verified within that period due to the lack of the aforementioned Supporting Documents, this may be interpreted as a false statement as defined in Section 2.87(1)(h) of the Public Procurement Act. This can result in exclusion from further participation in this Procurement Procedure.

Section 2.86 of the Public Procurement Act

All Grounds for Exclusion as stated in Section 2.86 of the Public Procurement Act apply and have therefore been incorporated in this ESPD. As proof that none of the stated circumstances applies to the Participant, the Contracting Party will receive the ESPD from each Participant, on the basis of which it can be assumed that the Grounds for Exclusion are not applicable to the Participant.

Furthermore, by means of the ESPD, the Participant also states that the Supporting Documents as referred to in Section 2.86 of the Public Procurement Act, such as the 'Certificate of Good Conduct for Tendering' will be supplied within ten (10) calendar days of the first request of the Contracting Party.

Where a Tender is submitted by a Consortium, the Consortium will be excluded if one or more of its Members find themselves in one or more of the aforementioned circumstances.

Section 2.87 of the Public Procurement Act

All Grounds for Exclusion as stated in Section 2.87 of the Public Procurement Act apply and have therefore been incorporated in this ESPD. As proof that none of the circumstances listed in Section 2.87 of the Public Procurement Act applies to the Participant, the Contracting Party will receive the ESPD from each Participant, on the basis of which it can be assumed that the Grounds for Exclusion are not applicable to the Participant.

Furthermore, the Participant also states through the ESPD that the Supporting Documents as referred to in Section 2.87 of the Public Procurement Act will be supplied within ten (10) calendar days of the first request of the Contracting Party.

Where a Tender is submitted by a Consortium, the Consortium will be excluded if one or more of its Members find themselves in one or more of the aforementioned circumstances.

4.1.2 GfE2: Registration in the national professional/trade register

A statement, no older than six (6) months, as referred to in subsection 1 of Section 2.89 of the Public Procurement Act, showing that the Participant is registered in the national professional/trade register in accordance with the requirements applying in the country in which the Participant is established, or, if such a statement is not issued in the country of establishment, a sworn statement or affidavit. In the Netherlands this function is performed by an extract of the entry in the Chamber of Commerce trade register.

The extract must show, among other things, that the person who signed the Tender is a legally authorised representative of the Participant. If the person signing is someone other than the person stated in the register of the Chamber of Commerce, the required power of attorney (or a copy thereof) must also be attached.

If the Participant is a Consortium, the certificate of registration of each Consortium Member in the national professional/trade register must be supplied.

The certificate of registration in the national professional/trade register must also be provided by third parties which Participants have engaged or wish to engage in the performance of the Engagement.

4.2 Suitability Requirements (SR): Technical and professional capability

The Participant must be technically and organisationally capable of performing the Engagement within the conditions set by the Contracting Party with regard to time, quality and costs. The requisite capability can be demonstrated by means of one Reference for each Core Competency.

A maximum of one reference project or reference contract may be submitted for each Core Competency; however, a single reference project/contract may be used to demonstrate multiple Core Competencies.

4.2.1 SR1: Core Competencies/References:

The Participant must demonstrate by means of one or more References that it has Core Competencies which the Contracting Party deems necessary for the proper performance of the Engagement. To this end it may refer to competencies that it has gained in the performance of Engagements which it completed on time no longer than three (3) years previously calculated from the closing date for Tenders – including any postponement granted to it.

To demonstrate suitability, the Participant should have the following Core Competencies:

A Scalability: Participant has successfully delivered and deployed the offered Enterprise Architecture tool (based upon Software as a Service (SaaS)) within an organization that employs at least 20 IT architects;

B Time travelling: Participant has enabled organization(s), by using the offered Enterprise Architecture Tool to support the lifecycle of the application landscape by means of time travelling through this application landscape

C Archimate: Participant has enabled organizations to (further) standardize their IT architecture outline on the Archimate standard by providing the offered Enterprise Architecture Tool

The requisite capability can be demonstrated by means of one Reference for each Core Competency, as referred to in Article 8.2.a of the ARN[2016]. A maximum of one Reference may be submitted for each Core Competency; however, a single Reference may be used to demonstrate multiple Core Competencies. This must be done by completing the form in Standard Form F when submitting the Tender.

In Standard Form F you must enter at least the following information concerning the Reference demonstrating that you possess the Core Competencies:

- the name of the organisation;

- a brief description of the main activities of the organisation;
- the size of the Engagement per year in Euro's;
- a brief description of the services provided for the organisation;
- the term of the contract for the Engagement;
- the name and telephone number of the contact of the organisation where the Engagement was performed.

As proof of its compliance with the above, the Participant should complete and sign the enclosed Standard Form F.

If the Participant uses as a reference an engagement that has not yet been (fully) completed, it may only quote the actual results of the current contract and cannot simply submit a forecast of the results. The Participant must supply all the References it has quoted. The Contracting Party reserves the right to check the correctness of the Reference by getting in touch with the contact of the organisations concerned.

Where a Tender is submitted by a Consortium or with the assistance of third parties (subcontractors), the Consortium members or the main contractors and subcontractors together should show that the Participant fulfils the aforementioned requirements.
The specified Reference project(s) should have been performed expertly and correctly to the satisfaction of the client concerned. This must be demonstrated for each project by means of a declaration by the client concerned. It should also be apparent from the aforementioned declaration(s) (per Reference project) that the project concerned has been completed or delivered, as the case may be (including any postponement that has been granted). The client's statement as referred to here must be part of the Tender and the supporting documents, and therefore enclosed with the Tender. The engagements specified in Standard Form F, which are not accompanied by a client's statement with the Tender, or which have been issued by an economic operator belonging to the same group as the Participant, are not eligible to be treated as References.

5 ASSESSMENT CRITERIA

The table below sets out the Assessment Criteria with which the Tender must comply if the Participant wishes to be eligible for the award of the Engagement. Tenders that do not comply with the Assessment Criteria are deemed not to have been submitted. However, the Contracting Party is entitled to request a Participant to supplement or explain in more detail the declarations and documents submitted by it in the context of the Assessment Criteria (within a period to be set by the Contracting Party) and/or to give a Participant the opportunity to put right any defects which the Contracting Party believes can be easily rectified.

The remainder of this section will specify what information the Participant must supply to allow the assessment in respect of Assessment Criteria and, in so far as relevant, in what way the Contracting Party will appraise or assess this information.

Number	Assessment Criteria	Section
ASS1	Tender letter	5.1
ASS2	Declaration of agreement to terms and conditions	5.2
ASS3	Tender validity statement	5.3
ASS4	Service Level Agreement (SLA)	5.4

5.1 ASS1: Tender letter

The Participant must submit a Tender letter containing the following information:

a) Name of Participant (as registered in the Dutch Chamber of Commerce)
b) Chamber of Commerce number
c) Names of contact and his deputy
d) Address, telephone number and email address of contact and his deputy
e) Composition of the Tender (table of contents of the files)
f) Reference to this Tendering Guide
g) Statement that the Participant will still fulfil all the requirements of this Tender at the time of the award
h) Signature by the duly authorised officer of the Participant as evidenced by the certificate of registration in the national professional / trade register submitted together with the Tender.

5.2 ASS2: Declaration of agreement to terms and conditions

The Participant should accept the draft Contract. During the information phase, before the Summary of Additional Information and Changes (Nota van Inlichtingen), there is an opportunity to respond to the draft Contract by submitting questions. These questions are answered in the Summary of Additional Information and Changes. After the Summary of Additional Information and Changes is issued, no further changes will be made. The Participant must also state that it meets all the requirements and conditions specified in the Tendering Guide. After the Summary of Additional Information and Changes is issued, no further changes will be made.

By completing and signing the Standard Form H the Participant states that it:

- unconditionally agrees to the draft Contract, as included in the *Appendix 3 Draft Agreement* and possibly changed in a Summary of Additional Information and Changes; and
- unconditionally agrees to the draft Contract, as included in the *Appendix 4 Draft Data Processing Agreement* and possibly changed in a Summary of Additional Information and Changes; and
- unconditionally agrees to the Programme of Requirements, as included in *Appendix 2 Programme of Requirements* and possibly changed in a Summary of Additional Information and Changes. The Participant should state that it complies with this.

The completed Standard Form H signed by the Participant should be enclosed with the Tender.

5.3 ASS3: Tender validity statement

By way of derogation from Article 15 of the ARN[2016], the Participant states, by completing and signing Standard Form H, that its Tender will remain valid for at least 90 calendar days.

5.4 ASS4: Service Level Agreeement

The Participant must submit a (standard) Service Level Agreement (SLA) (which SNBV will use to verify whether SNBV's Service Level Requirements are met) with.the following information

6 AWARD CRITERIA

If a Tender has been designated as valid and fulfils all the Assessment Criteria, it is assessed on the basis of the Award Criteria in the table below. The Tender which has the best price-quality ratio (BPQR) is eligible to be awarded the Engagement. The BPQR is determined on the basis of the score per element and, after weighting, the attainment of the highest total score.

The Participant is not allowed to include references from one part of its Tender to another. In other words, it must be possible to read and assess each Award Criterion or Sub-Criterion separately in the Tender.

Award (AW) Criteria, weighting and score		
Criterion	Maximum points available (unweighted)	Weighting
AW1 Price	10 points	20
AW2 Corporate Responsibility	10 points	5
AW3 Functionality	10 points	50
AW4 Usability	10 points	25
	Total	100

The points for AW2, AW3 and AW4 are allocated as follows:

Assessment	Score
Very good	10
Good	8
Satisfactory	6
Unsatisfactory	3
Bad	0

6.1 AW1: Price

Weighting: 25%
Maximum points available: 10 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.

AW1 will be assessed as follows:

a) The tender with the lowest price ($P_{Lowest\ Price}$) will be awarded 10 points
b) The assessment of AC1 for the other tenders will be deducted as follows:

$$\text{Points awarded (AC1)} = P_{lowest} / P_{Any\ other\ Tender} * 10$$

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

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

6.2 AW2: Corporate Responsibility

Weighting: 5%
Maximum points available: 10 points

SNBV has developed a corporate responsibility policy. This policy is aimed at value creation, keeping a balance between people, planet and profit in mind. Participant is requested to include a proposal that adds significant value to these SNBV corporate responsibility goals. Please check www.schiphol.nl/cr for more information. SNBV places, amongst other goals, value on the following goals:

- Sustanainable, climate friendly aviation
- Zero waste airport
- Accessibility of the airport

Participant is requested to explain in a corporate responsibility proposal how the Corporate Responsibility goals of SNBV are addressed by Participant as part of the delivered services. Your proposal will assessed by the assessment committee. Points will be awarded in proportion as the committee assesses the proposal with more value. Length of your corporate responsibility proposal is max 2 pages.

6.3 AW3: Functionality

Weighting: 50%
Maximum points available: 10 points

Participant is requested to fill in Form J Requirements List in which is Participant is requested to explain if, how, and to which extent Participant meets the SNBV requirements. A detailed description if the requirements is found in Appendix 2, Programme of Requirements. Please note the following:

- Some requirements are marked as must-have. If the offered solution fails to meet these requirements (which is subject to discretion of the assessment committee), your Tender will be put aside as non-compliant
- The relative importance of the other requirements is shown maximum by the number of points to be awarded for this requirement.
- Participant is requested to explain in wording to which extent a requirement is met. To simply put that Participant complies with a requirement is not enough.

6.4 AW4: Usability

Weighting: 25%
Maximum points available: 10 points

Appendix 2, Programme of Requirements, contains a set of five use cases. Participant is requested prepare a demonstration of the offered EAT solution in which these use cases will be demonstrated. Objective of this demonstration is to prove that the asked functionality exists in your solution. Furthermore, the usability of your solution will be assessed, such according to the wishes and thoughts of assessment committee with concerning the user friendliness and intuitive use of your application. In addition, Participant may be asked additional questions regarding the use of the application or be asked to show other functionalities that are part of the requirements.

Participant (under the condition that Participant has not been excluded, see chapter 3) will be invited for product demonstration on one of the dates mentioned in the procurement schedule (chapter 2.3)