

Questions and answers

No.	Document	Page	Reference	Question	Answer
1	Draft Agreement	2	2.2	Could the Specification please be subject to the terms of the Tenderer's Tender (Appendix X)?	As stated in article 13.4 the Tenderer's Tender shall (amongst other named documents) form an integral part of the Agreement.
2	Draft Agreement	3	5.2	The participant normally invoices for Maintenance monthly in advance but can move to annually in advance if EANV wishes. Please advise. Participant also confirms that the rate of the charges is fixed for the first 5 years of the contract and may only be revised by agreement between the parties.	EANV shall not change the invoice frequency with respect to this paragraph.
3	Draft Agreement	3	5.3	What are the variable amounts to be listed in Appendix VI	Any variable components that may be part of Participant's offering that require invoicing in arrears, e.g. travel expenses or executed services based on a Time & Materials basis after installation and acceptance.
4	Draft Agreement	3	5.6	Could this Article 5.6 be deleted as Participant considers late or non payment of Charges as grounds for suspension/termination.	Article 5.6 will not be amended. In such cases the Participant has to send a written notice of default to EANV providing a reasonable term to remedy the failure (article 6:82 Dutch Civil Code).
5	Draft Agreement	4	8	Could the Acceptance Test process please be objective i.e. acceptance occurs if the product conforms to the pre agreed Specification rather than being a subjective guide.	Please refer to the requirements and questions titled 'Acceptance and go-live' as described in the Programme of Requirements.
6	Draft Agreement	5	11	Could Participant's commitment to these provisions be qualified on a reasonable endeavours basis subject to payment of Participant's reasonable charges as migration to another supplier will involve a third party over whom Participant has no control.	Article 11 will not be amended. EANV believes that the exit conditions are already reasonably qualified throughout Article 11.
7	Draft Agreement	6	13.4	Are the Appendices listed here matters to be negotiated and agreed post award as several key Appendices e.g. Data Processing Agreement, is missing from the documentation.	No, the content of the appendices cannot be negotiated after the tender is awarded. All relevant appendices were already provided when disclosing the tender documents such as the Draft Agreement, including the Data Protection Agreement (see separately attached Appendix III). Appendices that have not been enclosed will be agreed upon based on the Tender's Tender, such as pricing information (Appendix VI) and the Service Level Agreement (Appendix V).
8	Draft Agreement	N/A	N/A	We would like to know whether the contract is negotiable on certain points upon proposal from bidders	Please refer to paragraph 2.4.3 and paragraph 5.2 of the Tendering Guide. EANV reserves the right to disregard or take only partial account of comments.
9	General Purchase Terms & Conditions	8	5.4	Could the penalty please be capped at 5% of the value of the Lot in respect of which there is a delay.	EANV has amended paragraph 5.4 and lowered the maximum to 10%. Please refer to article 1 of the updated Draft Agreement (v0.2).
10	General Purchase Terms & Conditions	8	6	Could the penalty please be capped at 5% of the value of the Lot in respect of which there is a delay.	It is unclear to which paragraph this question is relating to. Page 8 does not contain a paragraph numbered as '6', nor does paragraph 6 state a penalty percentage. Please refer to the previous question/answer for the penalty maximum.
11	General Purchase Terms & Conditions	8	10	As the support/user manuals for the Hardware, Software etc. is in English could you please agree to the Documentation being written in English. Otherwise they will have to be translated into Dutch specifically for EANV.	We assume this question refers to paragraph 8.4 of the General Terms and Conditions. An article has been added to the Draft Agreement that replaces Article 8.4, saying: "The Documentation will be written in English.". Please refer to article 1 of the updated Draft Agreement (v0.2).

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12	General Purchase Terms & Conditions	12	14	As the Lots being supplied are commercially available off the shelf products ("COT's") IPR's must remain with the product owner. Because they are COTS no bespoke development should be necessary but even in the unlikely event of bespoke development being undertaken or support modification made, the supplier will still wish to retain all IPR's in those developments/modifications. Could this Article please be amended to reflect this principal that IPRs of this COTS product must remain 100% with the supplier.	EANV acknowledges that it is highly unlikely that specific software will be developed for EANV and is valuable on its own for EANV. Therefore paragraph 14.5 is marked as not applicable. Please refer to article 1 of the updated Draft Agreement (v0.2).
13	General Purchase Terms & Conditions	13	15.3	Participant must reserve the right to terminate the contract should EANV breach the Agreement e.g. non payment of charges, infringement of IPR's. All rights of usage must cease on termination.	EANV added the following provision to paragraph 15: "The Other Party is entitled to suspend the execution of the Agreement fully or in part with immediate effect, or to terminate the execution of the Agreement fully or in part by registered letter without judicial intervention in the case of failure of EANV to comply with the Agreement, and, insofar as compliance is not continuous or is temporarily not possible, the obligation is still not met within fourteen days after receiving written notice of default from the Other Party." Please refer to article 1 of the updated Draft Agreement (v0.2).
14	General Purchase Terms & Conditions	15	18	Participant proposes its aggregate liability be capped at 100% of contract value instead of the per event liability and the meaning of Direct Damages be limited to the charges paid for the Hardware/Software.	Paragraph 18 will not be amended. The liability clause is already reasonably limited and should fit the Participant's policy on insurance. This paragraph concerns System Software, which is the operational software for Hardware (please refer to definition). The intention of this paragraph is that EANV is able to continue using any piece of Hardware, of which ownership remains with EANV, when the Agreement ends. In this case, EANV may also sell/transfer this Hardware to a third party, which enables this third party to start using this Hardware.
15	General Purchase Terms & Conditions	20	28.3	Please restrict rights of use to the duration of the Agreement and prohibit transfers to third parties.	An article has been added to the Draft Agreement that replaces paragraph 29.1, indicating a five (5) year period. Please refer to Article 1 of the updated Draft Agreement (v0.2).
16	General Purchase Terms & Conditions	20	29	Please amend to reflect position that maintenance is chargeable throughout the Agreement (fixed for first 5yrs).	Paragraph 30.3 will not be amended. EANV acknowledges that it is highly unlikely that Participant will be holding any hardware, software or data that is property of EANV. However, EANV in the event and insofar as at any time hardware, software and/or data will become placed under the actual power of the Participant, it must be marked properly by the Participant and shall be identified as the property of EANV. In that case, the Participant shall indemnify EANV against loss, damage and the exercising of rights by third parties with regard to such hardware, software and/or data.
17	General Purchase Terms & Conditions	20	30.3	Please remove the third party indemnity as Participant will not be holding any software etc. belonging to EANV.	Paragraph 31 will not be amended. The requested availability of spare parts is the responsibility of Participant.
18	General Purchase Terms & Conditions	21	31	Please note Participant cannot guarantee availability of spare components as the Hardware is sourced from a third party.	Paragraph 33 will not be amended. However, EANV will lower the requested guarantee period from 24 (twenty four) months to 12 (twelve) months. Please refer to Article 1 of the updated Draft Agreement (v0.2).
19	General Purchase Terms & Conditions	21	33	The Hardware manufacturer's guarantee will apply here instead of the terms set out in this Article.	

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20	General Purchase Terms & Conditions	23	36.2	Participant cannot be held responsible if third party software license terms are less favourable than EANV's General Terms and Conditions,	Paragraph 36.2 will not be amended. Participant is responsible for the delivery of the Software and the conditions that are agreed for this delivery.
21	General Purchase Terms & Conditions	23	37	As explained in previous question as this is a COTS product there will be no Custom Made Software and so no transfer of IPR's.	Paragraph 37 will not be amended. However EANV acknowledges that it is highly unlikely that this procurement will involve Custom-Made Software.
22	General Purchase Terms & Conditions	24	41.3	As this is a COTS product no Source code will be supplied.	Accepted. Paragraph 41.3 is marked as not applicable. Please refer to Article 1 of the updated Draft Agreement (v0.2).
23	General Purchase Terms & Conditions	25	42	EANV will be invited to become a beneficiary under Participant's pre existing source code deposit agreement.	Noted.
24	General Purchase Terms & Conditions	25	43,44	Please note Maintenance fees are payable throughout the Agreement.	Please ensure that you explicitly state all pricings and conditions in your tender, using Standard Form I.
25	General Purchase Terms & Conditions	26	44,45	Charges for use of the Software are periodic rather than one time	As indicated in paragraph 45: "unless explicitly agreed otherwise in writing".
26	General Purchase Terms & Conditions	27	47,50,51,52	As a COTS product the maintenance terms for the Hardware element are as specified by the hardware manufacturer and the support terms of the Software are as per the Participant Service Level Agreement.	Maintenance will be further agreed upon in the Service Level Agreement.
27	Programme of Requirements	15	2.3.1	Is the AirDCS application CUPPS compliant, or is the vendor intending to make this application CUPPS compliant for this procurement ?	The AirDCS application is not CUPPS compliant. EANV is not aware of any vendor intentions for making the application CUPPS compliant.
28	Programme of Requirements	18	N/A	What is the expectation of Eindhoven Airport on the applications listed in this page? Shall they be available also in the new CUTE solution?	The listed applications are used by handling agents at the respective locations for appropriate and efficient passenger processing. Please refer to the requirements titled 'Workstations'.
29	Standard Form H	Lot 1	ID 7	Could you clarify what is it meant under "Passenger Processing Systems" here? Is it asking to support the airline's DCS directly (excluding AirDCS)?	EANV means the native system(s) used by the airline to handle passengers, regardless of the DCS that the airline is currently handled in at EIN. For example: Transavia natively uses the Navitaire software suite for handling passengers, thus the solution shall be certified to support this.
30	Standard Form H	Lot 1	ID 8	Could you clarify what is it meant under "Passenger Processing Systems" here? Is it asking to support the airline's DCS directly (excluding iPort)?	EANV means the native system(s) used by the airline to handle passengers, regardless of the DCS that the airline is currently handled in at EIN. For example: Pobeda natively uses the Navitaire software suite for handling passengers, thus the solution shall be certified to support this.
31	Standard Form H	Lot 1	ID 10, 13	Is it possible to interface with cloud version of the DCS instead of the local DCS? Alternatively, would it be acceptable to propose an interface with the airline's DCS directly rather than the local DCS?	AirDCS is hosted locally, which is a situation that will remain.
32	Standard Form H	Lot 2	ID 13	Does the local DCS have its own CUSS application?	AirDCS does not offer a CUSS application, but is not required to be available on the full-service kiosk. iPort does offer a CUSS application.
33	Tendering Guide	7	3	Would it be acceptable to propose full self service kiosks instead of bag tag kiosks as the solution for Lot 3?	The offering for Lot 3 should meet the requirements and should fulfill the functionality of a 'bag tag kiosk', which is different than a 'full-service kiosk'.
34	Tendering Guide	8	1.5	Are the hotel and the carparks that need to have the kiosks under the same network?	Yes, that is correct.
35	Programme of Requirements	22-26	Chapter 3	N/A	A new version (v1.2) of the Programme of Requirements has been published, in which Table 9 (Chapter 3) has been extended with three columns, indicating the applicability of a requirement or question to a lot.

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36	General Purchase Terms & Conditions	27	47.1	N/A	Paragraph 47.1 of the Terms and Conditions has been replaced in order to properly define Maintenance. Please refer to Article 1 of the updated Draft Agreement (v0.2).
37	Draft Agreement	N/A	Article 1	N/A	Article 1 of the Draft Agreement has been amended as a result of the Questions and Comments. All amendments to the Draft Agreement are highlighted in green.