

Summary of Information & Changes - No. 2

No.	Document	Page	Reference	Question	Answer
1	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 pink.
2	Draft Contract + General Purchase Terms & Conditions + Data Processing Agreement	6 + 16 + 6 respectively	10 + 19 + 10 respectively	Bidder would like a confirmation (and an express wording in article 10 of the Draft Contract) that Supplier's liability relating to data security breaches is not unlimited. To this extent, Bidder would like confirmation and wording confirming that (i) either liability cap as per article 18 of the General Purchase Terms and Conditions (as modified as per comment above) applies to any claim relating to data security breaches and therefore overrules any other liability clause relating to personal data, namely article 19 of General Purchase Terms and Conditions and article 10 of Data Processing Agreement, or (ii) any claim relating to data security breaches is subject to a separate cap on Supplier's liability, similar to the cap in article 18, as modified as per comment above.	No, article 10 of the Data Processing Agreement contains a special liability provision that will be invoked in the event of violation of the GDPR and/or the Data Processing Agreement. In this regard, article 82 (2) and (3) of the GDPR applies. Please note that section 33 refers to Hardware, as where section 44 refers to Software.
3	General Purchase Terms & Conditions	26	44.2	There appears to be a conflict in section 44 which calls for a 12 month warranty where as section 33.2 on page 21 calls for 24 months. Please clarify the warranty period.	However, as described in 'Summary of Additional Information and Changes, No. 1' and article 1.4 of 'Draft Contract v0.2/v0.3', EANV has lowered the warranty period for Hardware to 12 (twelve) months.
4	General Purchase Terms & Conditions	20	30,3	Regarding article 30.3 of the General Purchase Terms and Conditions the Bidder can accept responsibility for EANV hardware or software which may be entrusted to the Supplier's care (there should not be any) but in view of Supplier's liability regarding customer data, sole remedy for any loss or damage to EANV's data shall be repair or restoration of such data and subject to such repair/restoration being reasonably feasible. Any holding or processing of or of personal data by Supplier shall not be covered by this article but under the terms of a GDPR compliant Data Processing Agreement.	Article 30.3 remains unchanged. With regard to the possible processing of personal data, the Data Processing Agreement applies.
5	General Purchase Terms & Conditions	3 + 5 respectively	15.4 + 5.6 respectively	I thank you for adding article 15.4 to EANV's General Purchase Terms and Conditions, giving the Supplier a right to suspend and or terminate in case of failure of EANV to comply with the Agreement. However as: (i) article 5.6 of the Agreement states that failure of EANV to make payments under the Agreement does not give the Supplier the right to terminate; and (ii) the Agreement prevails over the General Purchase Terms and Conditions, could EANV please confirm and expressly indicate it in the Agreement that new article 15.4 prevails over the remaining clauses of the Agreement including article 5.6. so that Supplier has the right to suspend and or terminate the Agreement in case of failure of EANV to comply with the Agreement.	In response your comment, EANV has removed article 5.6 from the Draft Agreement, such that article 15.4 of the General Purchase Terms and Conditions is applicable in case of for example payment term exceedence.
6	General Purchase Terms & Conditions	14	15.4.,15.3	Consistent with the right of the Supplier to terminate the Agreement under new article 15.4 could you please remove the reference in article 15.3 of the General Purchase Terms and Conditions to EANV being entitled to continue using the Software post termination. The Bidder understands and agrees to EANV wishing to continue to use Hardware and its associated System Software post termination. EANV's form of limitation of liability contained in article 18 of the General Purchase Terms and Conditions does not include any cap on aggregate liability and the definition of direct Damage includes types of loss which the Supplier would regard as indirect /consequential and so unrecoverable. The Bidder sets out below the form of limitation of liability which Bidder can accept: (1) recoverable damages restricted to Direct Damages which shall exclude indirect and consequential damages and loss of revenues, damage to goodwill or reputation, and (2) aggregate liability for all Direct Damages capped to the value of the contract based on charges paid for the Services.	Version 0.2 of the Draft Agreement already contains a replacement for article 15.3. Please refer to Article 1 of the updated Draft Agreement (v0.2/v0.3).
7	General Purchase Terms & Conditions	15	18		Please refer to article 18.2 of the General Purchase Terms and Conditions. Aggregate liability is not capped and remains uncapped since liability is already limited to an amount of € 1,500,000 per event for direct damages. Furthermore, "direct damages" is not defined by law. In response to your comment, EANV has amended the examples of article 18.3. Please refer to Article 1 of the updated Draft Agreement (v0.3).

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8	General Purchase Terms & Conditions	20	28.3, 28.1	The Bidder appreciates that the indefinite i.e. perpetual rights referred to in article 28.3 are only intended to apply to System Software but as article 28.1 also refers to 'any other Materials or components of software or documentation it will use for the execution of the Agreement...' The Bidder needs to ensure that such perpetual rights do not apply to the Software. To achieve this could you please clarify in article 28.3 that it does not apply to the Software.	An article has been added to the Draft Agreement that replaces article 28.3, such that the perpetual rights are only for Hardware and System Software. Please refer to Article 1 of the updated Draft Agreement (v0.3).
9	General Purchase Terms & Conditions	29 + 30 respectively	47, 47.12 + 52	Thank you for confirming that maintenance of the Software will be dealt with under the terms of the Service Level Agreement to be agreed between the parties. So that is clear in the contract could you please change all references to '(System) Software' in article 47 of the General Purchase Terms and Conditions to read 'System Software' so that it correctly refers to the defined term. Please also delete the reference to 'Software' in article 47.12. Furthermore, as duration of maintenance of the Software will be dealt with under the terms of the Service Level Agreement article 52 needs to be deleted.	An article has been added to the Draft Agreement that replaces article 47, such that the article does not refer to Software anymore. Furthermore the last sentence of 47.12 is deleted as it is not relevant. Article 52 does not require an amendment, as it already states "unless agreed otherwise". Maintenance will indeed be dealt with under the terms of the Service Level Agreement, to be concluded as part of this procurement. Please refer to Article 1 of the updated Draft Agreement (v0.3).
10	N/A	N/A	On-site inspection	Bidder understands EANV network provided has on some locations a telephone. The PC is connected to the telephone. The Bidder require a dedicated access on an isolated vian for Common use payments as a must. Please, confirm / clarify.	At the locations where the solution requires dedicated, isolated network access, EANV will supply this.
11	N/A	N/A	On-site inspection	Bidder understands EANV will provide the network to the Supplier on via a layer 3 connection. Could you specify the connection will be available on a per i) vian base or ii) on a trunk. Please, specify how many vians Supplier would get.	EANV strongly prefers the use of trunks in order to minimize the amount of required network ports. EANV will provide as many VLANs as required, as long this is adequate and proportional to the solution.
12	Programme of Requirements	10	2.2.3	Is the application for the pre-screen filter listed in table 7 or 8 of the document?	Table 7.
13	Programme of Requirements	10	2.2.3	Who is supplying the application which interfaces with the gate and is it CUPPS compatible?	As not all Passenger Processing Systems currently provide an interface for pre-security, EANV intends to build/supply the interface for the pre-security self-service barriers in-house.
14	Programme of Requirements	10	2.2.3	Is the replacement for the existing Viggo PC to be setup as a standard CUPPS workstation?	Yes.
15	Programme of Requirements	13	2.2.4	Figure 12 states that EANV is to replace the customer integration with a standard integration via AEA protocol. Should we assume that the gates will be AEA2009 or above standard firmware in compliance with the CUPPS specifications?	The standard integration is AEA2012 compliant, as confirmed by Vision-Box.
16	Programme of Requirements	15	2.3	iPORT is referenced as "Local" DCS. However in Table 7 refers to Hosted in the cloud. Is iPORT and LDCS or Hosted Solution?	iPort is hosted in the cloud. EANV describes it as a local DCS (and not a native DCS) because there is a PNL/ADL transfer from the airline to iPort.
17	Programme of Requirements	15	2.3.1	Are the AirDCS applications used on the workstations CUPPS compliant or are CUPPS compliant versions available?	No, the AirDCS applications are not CUPPS compliant, nor are there CUPPS compliant versions available.
18	Programme of Requirements	15	2.3.2	Is the iPORT application CUPPS compliant or is a a CUPPS compliant version available?	The iPort application is not officially CUPPS certified. The iPort application is CUTE certified. Furthermore, they list the following certifications on their website: SITA CUTE, Arinc MUSE, Resa CREWS, Ultra CUSE, AirIT, UCA (Spain), Amadeus ACUS.
19	Programme of Requirements	21	2.4	Is there a charge for access and use of the network connectivity? If so, what are the charges?	Source: https://www.iport.aero/iport-dcs EANV does not charge its common-use provider(s) for basic local network/VLAN configuration. It's in parties both interest to run an adequate network infrastructure. EANV does not charge its common-use provider(s) for reasonable usage of storage space and cabinet/rack space. Please refer to #73 of the Programme of Requirements, in which EANV requests details on the amount of equipment that is part of your solution design.
20	Programme of Requirements	21	2.4	The RFP states that EANV provides space in redundant core rooms. Is there any charge for the use of this space or for the use of work and storage space during the deployment?	
21	Programme of Requirements	22	#4	ID # 4 The majority of peripheral devices have not yet adopted AEA2018 is AEA 2012 or above acceptable?	Yes.
22	Programme of Requirements	23	#26	ID # 26 Are Dual bag tag printers required?	No. However, as per Award Criterion 2 (Solution design), EANV encourages Participants to come up with adequate and innovative solutions. If Participant believes this includes dual bag tag printers, this should be reflected in its Tender.

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23	Programme of Requirements	23	#32	ID # 32 Does the size restriction in ID 28 & 29 in reference to the body of the kiosk or the size of the baseplate which extends beyond the body of the kiosk to permit for semi-permanent installation?	Requirement #28 and #29 describe a kiosk in its minimal form (i.e. permanent fastening). In case semi-permanent installation require a bigger baseplate for stability purposes, this baseplate may exceed floor space stated in #28 and #29. Bear in mind that Eindhoven Airport is looking for a space-efficient solution, as described in Award Criterion 2.
24	Programme of Requirements	23	#42	ID # 42 Is support for e-Passports required?	No. However, as per Award Criterion 2 (Solution design), EANV encourages Participants to come up with adequate and innovative solutions. If Participant believes this includes e-Passport support, this should be reflected in its Tender.
25	Programme of Requirements	23	#43	ID # 43 States "The solution should allow ergonomic scanning of a barcode from a smart watch that is being worn on a person's wrist." This is supported in our kiosk solution, however at the CUPPS workstations the reuse fo the existing Access 135 BCR/BGR units have a fixed opening making it difficult to read a bar code on a Smart Watch. Does the airport wish to consider replacing these units with a flat bed reader which is easier to use with phones and watches?	EANV encourages reuse of existing peripherals from a Corporate Responsibility point of view. In case Participant believes this conflicts with requirement #43, it is up to Participant to make the most appropriate decision in its Tender.
26	Programme of Requirements	23	#45	ID # 45 Is support for RFID Bag Tag Printing required?	No. However, as per Award Criterion 2 (Solution design), EANV encourages Participants to come up with adequate and innovative solutions. If Participant believes this includes RFID bag tag printing, this should be reflected in its Tender.
27	Programme of Requirements	23	#53	ID # 53 States "The solution shall allow to access Passenger Processing Systems from back-office workstations, i.e. a workstation which does not require access to common-use peripherals such as boarding pass printers, bag tag printers, document readers, etcetera." Please clarify the requirement.	Back-office is considered to be the office where supportive tasks are carried out, e.g. flight preparation, load and balance etcetera. Back-office workstations typically do not require peripherals, but do require access to Passenger Processing Systems. This access is part of the solution. Potentially these systems can be accessed from third party workstations, as stated in requirement #54.
28	Programme of Requirements	23	#19, Lot 1	"The requirement states 'The workstations used at a service desk shall support: - Identity document scanning, including passports - Boarding pass printing - Bag tag printing - Boarding pass scanning' During the site visit we understood that bag tag printing would not be required from the service desk. Please confirm if we should include the hardware for baggage tag printing. We also would like to clarify if a document printer should be located at this location for printing of manifest and other report data. In our experience one or two report printers would be typical here.	Currently, EANV does not print bag tags at service desk workstations. However, as the requirement described, this should be supported, i.e. it should be possible. Currently, both service desks are equipped with one document (A4) printer per service desk in order to print documents from Passenger Processing Systems. All workstations at a service desk use the same document printer.

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29	Programme of Requirements	23	#47, Lot 1	The requirement states that "solution should minimise the amount of printer types required. The printers should be capable of both printing boarding passes and bag tags and can thus be configured to print either boarding passes or bag tags." We can provide equipment to comply to this requirement, however our recommendation would be to use a simpler device for the boarding pass printing. This would be a receipt printer device rather than printing to traditional boarding card stock. The airline market is moving away from the traditional branded boarding cards, and kiosks are now printing on generic receipt paper. This brings several advantages of using receipt printer boarding pass including -Lower cost equipment and ongoing paper stock costs -Lower cost of maintenance -Higher reliability -Lower power consumption -Smaller equipment footprint -Receipt printer device can be used as printer for payments and other uses outside of boarding pass printing We would like to include the receipt printer in our standard offering but concerned this will cause loss of technical mark and seek guidance that this is acceptable before submitting that this will not impact our compliance score.	Thank you for indicating the formula error in cell F30. As this is a 'High' requirements, the correct response options should be 'Standard/Customisation required/Not compliant'. This is corrected in version 2 of Standard Form H.
				Related to this we also noticed that there seems to be a formula error with the mark calculation on cell F30 with zero marks for compliance.	EANV believes that using the same type of printer for both boarding passes and bag tags gives benefits in terms of spare parts and standardization. However, EANV also values an effective and efficient solution, which is shown by Award Criteria 2, 3 and 4. It is up to Participant to make the most appropriate decision in its Tender.
30	Programme of Requirements v1.2	15	2	For the LDCS, what is the front end application? (web based, thick client, launcher running app from the server...)	For AirDCS: AirDCS is launched using a launcher/shortcut on the workstation, which points to an executable on a server. This application is then executed locally. For iPort: iPort is started directly from a server.
31	Standard Form H	Lot 2	#7	Could EANV confirm whether Ryanair and WizzAir do have their own CUSS application?	EANV is not up-to-date about Ryanair and/or Wizz Air having their own CUSS application. If a CUSS application is available or becomes available in the future, this should be supported by the solution.
32	Tendering Guide	8	1.5	In section 1.5 of the Tendering Guide there is a table with the number of common-use workstations. The numbers in this table does not match the number of workstations as mentioned in the various section of the "Common-Use Systems Programme of Requirements" documents n sections: 2.2.1, 2.2.3, 2.2.4, and 2.2.5. Can you please clarify which one is correct.	Both documents are correct. The Programme of Requirements describes the current situation at Eindhoven Airport. Section 1.5 of the Tendering Guide describes the initial engagement of this procurement. Therefore you should focus on the numbers stated in section 1.5 of the Tendering Guide.
33	Tendering Guide	42-47	N/A	Is it possible to provide the standard forms at page 42 through 47 of the Tendering Guide, in Word format to make it easier to fill-in the data.	The standard forms have been uploaded to TenderNed in DOCX-format. Please refer to the file 'Standard_Forms_v1.1.docx'.
34	Tendering Guide	N/A	N/A	In your request you have defined at lot 3 a bag tag kiosk in order to enable a 2 step bag drop approach. However, there is no common use bag drop specified in your request. How is the second step in this 2 step process going to be performed, the CUSS bag drop station.	EANV plans to be revise the current (dedicated) integration between the SSBD units and AirDCS. EANV aims to implement a single, standardized interface (based on CUWS standard) that subsequently connects to the correct DCS. Preferably this integration will be realized on EANV's integration platform (see section 2.3.6 of the Programme of Requirements).
35	N/A	N/A	N/A	Bidder appreciates that the Tenderer's Tender is an integral part of the Agreement. However, as the Programme of Requirements prevails over the Tenderer's Tender, Bidder requires an acknowledgement from EANV that where the Tenderer's Tender states its performance depends upon EANV making certain resources available, the Supplier's performance is effectively conditional upon EANV making those resources available.	EANV acknowledges that it is a shared effort to successfully execute this Agreement. This implies that at some points, Supplier's performance may depend on EANV's resource capacity.