

Invitation to Tender

of

EindhovenAirport 

for

European tender procedure

for

snowequipment; snow blower sweeper



Version 1.0 dated 30 November 2021

This tender procedure is being conducted in its entirety through **TenderNed**

Table of contents

1.	The Engagement	3
1.1.	Client	3
1.2.	Scope of the Engagement	3
1.3.	Ambition	4
1.4.	Volume of the Engagement	4
1.5.	Form and term of the Engagement	4
1.6.	Award criteria	4
2.	Principles and conditions	5
2.1.	Procedural framework of ARN2016	5
2.2.	Procedure phases	5
2.3.	Planning of this Tender	5
2.4.	Communication during the Tender Procedure	5
2.5.	Complaints procedure/complaints desk of the Contracting Party	7
2.6.	Submitting a Tender	7
2.7.	Tendering conditions	7
2.8.	Other terms and conditions	8
3.	Tender Assessment Procedure	10
3.1.	Timeliness, completeness and compliance with requirements	10
3.2.	Minimum Requirements	10
3.3.	Programme of Requirements	10
3.4.	Assessment of Tender	10
3.5.	Announcement of award decision	10
3.6.	Objection and standstill period	10
3.7.	Final award and granting of Engagement	11
4.	Minimum Requirements	12
4.1.	MR1 Tender Letter	12
4.2.	MR2 Purchase order	12
4.3.	MR3 Reference airports	12
5.	Programme of Requirements	13
6.	Award Criteria	14
6.1.	AC1 Price	14
6.2.	AC2 Reliability and suitability	15
7.	Definitions	16

1. The Engagement

You have before you the Invitation to Tender of Eindhoven Airport N.V. (EANV) concerning the [Onderwerp], European Tender Procedure.

1.1. Client

EANV is the Netherlands' second largest airport, with over 6.7 million passengers in 2019. The airport provides easy links between Brainport and Europe - and beyond - in balance with the surroundings. Traveller convenience is reflected in the strategy of EANV;



Good Neighbour

Eindhoven Airport is accessible, open and inviting.

Stately entrance

A proud showpiece for a distinctive region.

Inspiring test bed

Live testing by knowledge partners from Brainport.

Connector to the world

A human airport with a balanced network of destinations.

Airlines connect the south of the Netherlands with over 85 tourist and business destinations. Together with its partner companies, the airport provides almost 2,000 jobs, making it one of the region's largest employers. We are conscious of the social impact an airport has. Corporate social responsibility is part of our DNA, and we remain at all times conscious of the balance between international connectivity and the quality of life in the area. 51% of the shares of EANV are held by Schiphol Nederland B.V., the North Brabant Provincial Authority and the Eindhoven Municipal Authority each hold 24.5%.

EANV is responsible for snowremoval on the civil apron. (Appendix G) In the overview of the apron the part where the new equipment will be used is indicated with yellow. The aircraft stands when empty will also be cleaned with the new equipment.

1.2. Scope of the Engagement

1.2.1. In scope

The Engagement involves the delivery of a new snow blower sweeper for the airport including training for the operators.

The Engagement includes the following tasks and responsibilities:

- Delivery of a new snow blower sweeper
- Provide sufficient initial training for operators

The Tender Procedure consists of 1 Lot, one new snow blower sweeper suitable for airports.

1.2.2. Out of scope

There may be elements that are (or appear to be) connected with the works/services which form part of the Engagement, but which the Contracting Party has explicitly excluded from the scope of the Engagement described above. This concerns at least the following elements (list is not exhaustive):

- Maintenance of the equipment;
- Training after the initial training.

1.3. Ambition

Based on its strategic themes, Eindhoven Airport has formulated the following specific ambitions for the present Tender Procedure:

- EANV needs new snow removal equipment for the use on the apron area. Snow removal needs to be as efficient as possible with minimization of the Total Cost of Ownership.
- The equipment needs to be reliable and easy to use and maintain

1.4. Volume of the Engagement

The value is expressed in numbers, and the Contracting Party expects to need 1 item.

1.5. Form and term of the Engagement

The Client intends to contract one market participant to perform the works/services.

1.6. Award criteria

The Engagement will be awarded on the basis of the Best Price-Quality Ratio (BPQR) Award Criterion. This means that, in addition to the price, quality criteria will also count in the selection of the Contractor.

2. Principles and conditions

This section sets out further details of the principles and conditions that apply to this Tender Procedure.

2.1. Procedural framework of ARN2016

This Tender Procedure is conducted in accordance with the Procurement Regulations for the Utilities Sectors 2016 (ARN2016), see Appendix B.

2.2. Procedure phases

The procedure consists of one phase:

2.2.1. Tender (Quotation phase) and award phase

By sending the Invitation to Tender the Contracting Party invites the Candidates to submit a Tender in accordance with the Invitation to Tender and any Amended Documentation.

Before issuing the Tender, Tenderers have an opportunity to submit written questions and comments on the draft Contract and other documents associated with the Invitation to Tender. To the extent that the comments concern formulations in the draft Contract, these will only be considered if they have been submitted in mark-up form with alternative drafting proposals.

In response to the submitted questions and comments, the Contracting Party may amend the draft Contract and/or other Tender Documents (Amended Documentation). The Contracting Party is in no case obliged to do so. The Amended Documentation will be made known to all Tenderers.

Tenderers must then submit a Tender in accordance with the Amended Documentation. Deviations or reservations relative to the Amended Documentation will not be permitted.

The Tenders will be assessed on the basis of the Award Criteria described in this Invitation to Tender.

The Engagement is ultimately awarded to the Tenderer who submits a Final Tender with the with the BPQR determined on the basis of the Award Criteria/Subcriteria – see section 6 of the Invitation to Tender – unless the Contracting Party terminates this Tender Procedure before the award.

2.2.2. Rights to cancel or vary this Procurement Process

By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, Eindhoven Airport N.V. is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but Eindhoven Airport N.V. reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the “Liability” Tender Condition below, Eindhoven Airport N.V. will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

2.3. Planning of this Tender

No rights may be derived from the contents of this planning;

14 December 2021	Submission of questions on TenderNed
21 December 2021	Answers on submitted questions
4 January 2022	Final date for submission of tender
12 or 13 January 2022	Presentation
25 January 2022	Provisional award
15 February 2022	Final award and granting of engagement

2.4. Communication during the Tender Procedure

2.4.1. Contact with the Contracting Party

All communication concerning this Tender Procedure must be conducted through 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 in TenderNed. Officers of the Contracting Party must not be approached, either directly or indirectly, in the context of this Tender Procedure. Any positive or negative influence, of any kind

whatsoever, which is brought to bear on the staff involved in the Tender Procedure may lead to exclusion from participation in this Tender Procedure.

In the event of an unexpected malfunction or unavailability of TenderNed, the contact person for the tender procedure can be contacted at procurement@eindhovenairport.nl.

2.4.2. Contact regarding the Engagement

Any company that makes contact by any means whatsoever, whether directly or indirectly, for example through Third Parties, with other actual or potential Tenderers concerning:

- the Engagement to be awarded;
- the content of the Tender;
- the price to be offered;
- the Engagement in such a way that this results in the mutual division of work,

except for necessary consultation on the formation of a Consortium where justified, may be excluded from participation or further participation in this Tender Procedure. Where a Tender is submitted by a Consortium, the Consortium will be excluded if one or more of the aforementioned circumstances occurs (between members of the Consortium).

2.4.3. Submission of questions and comments

Tenderers may submit questions and comments on any Tender Document through TenderNed. As stated in the schedule, Tenderers have an opportunity to ask questions or make comments during this Tender Procedure. Questions can only be submitted through using the standard Microsoft Excel form entitled 'questions submission form', see and use herefor Appendix - D. The Contracting Party will in principle disregard any questions which the selected Candidate/Tenderer submits late or by other means. The answers to questions that have been submitted in time will be published in a Summary of Additional Information and Changes in TenderNed.

Tenderers are responsible for the timely and proper submission of the questions. If a question has not been received by the Contracting Party, it is the responsibility of the Tenderer to demonstrate that it was submitted in time. Ensure that you comply with the closing date as referred to in the schedule in TenderNed.

Any deficiencies and/or contradictions in and/or objections to the content of this Invitation to Tender and/or this Tender Procedure must be addressed in the question round(s). If none are notified, the Contracting Party is entitled to assume that potential Tenderers have no objections to the content of the Invitation to Tender and/or this Tender Procedure, with the effect that Tenderers forfeit their right to object at a later date.

Questions must be submitted in English. In the questions you are requested to state precisely to which part (name of document, section and page number) of the Tender Documents the question relates. The Tenderer must not use company names, product names or other names related to the Tenderer's business in the questions, because EANV will issue an anonymised Summary of Additional Information and Changes.

The Contracting Party reserves the right to disregard or take only partial account of comments.

The Contracting Party closes a question round by sending a Summary of Additional Information and Changes containing the (anonymised) questions from the Tenderer and the answers from the Contracting Party. The Contracting Party will also include in this any amendments to the Tender Documents. In the event of a discrepancy, the published Summary of Additional Information and Changes and any Amended Documentation will prevail over the Invitation to Tender.

The Contracting Party will make the Summary of Additional Information and Changes available to all Tenderers through TenderNed.

2.4.4. Commercially confidential questions

If a Tenderer 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 them outside the Summary of Additional Information and Changes. The Tenderer must submit such questions through 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 deemed commercially confidential, it will in principle notify the Tenderer that has raised these questions. This Tenderer 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

A complaint concerning the procedure must not be lodged until the alleged errors and irregularities have been communicated in the question round and the Contracting Party has given its response (in a Summary of Additional Information and Changes), except for complaints arising after the question round(s) and the issuing of the Summary of Additional Information and Changes. If you are still dissatisfied with the response given by the Contracting Party in the Summary of Additional Information and Changes, you may then lodge a complaint through sending an email to the complaints desk at tender_klacht@eindhovenairport.nl.

Complaints must state the reasons for the complaint, 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 Tender Procedure to which the complaint relates.

2.6. Submitting a Tender

2.6.1. Final deadline

The deadlines specified in the schedule in TenderNed are final. 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 risk relating to timely and complete submission of the Tender is borne by the Tenderer. The Contracting Party and TenderNed are not responsible for errors committed by Tenderers in the full and timely supply of information. If in doubt, you should therefore consult the TenderNed help desk. The Contracting Party advises you to submit your Tender well in advance. Any malfunctions during uploading are at the Tenderer's own risk. If a malfunction occurs, both TenderNed and the contact person of the Contracting Party must be notified immediately in writing. In the event of a malfunction, the Contracting Party may decide to amend the schedule. The Contracting Party will be unable to open the virtual safe in TenderNed any earlier than the time specified in the schedule.

It is recommended that the selected Candidate links a number of colleagues to the Tender Procedure so that notifications always reach the right persons.

2.6.2. Provisions in Tender Documents

By submitting a Tender, the Tenderer automatically agrees to the provisions in this Tendering Document and other provisions applicable to the Tender Procedure. By submitting a Tender the Tenderer also agrees to the procurement method chosen by the Contracting Party. If the Tenderer considers that the Tender Document and other provisions applicable to the Tender Procedure contains errors, it must make this known in writing before the closing date for submission of Tenders. If the Tenderer 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. TenderNed

Tenders must be submitted on www.TenderNed.com. In order to safeguard confidentiality, Tenders cannot be submitted by post or by email.

2.7.2. Number of Tenders

A Tenderer can only submit one Tender. If several companies within one Group submit a Tender, these companies must be able to demonstrate that their mutual relationship does not influence their respective behaviour in the context of the Tender Procedure.

2.7.3. Costs

No costs incurred by Tenderers in compiling and submitting the Tender will be eligible for reimbursement by the Contracting Party in any way. Tenderers will also be ineligible for reimbursement of costs if the Contracting Party prematurely discontinues or withdraws the Tender Procedure for any reason whatsoever.

2.7.4. Documents in this Tender Procedure

This Invitation to Tender has 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).

1. Contract
2. Summary of Additional Information and Changes with Amended Documentation (to be provided);
3. Invitation to Tender (the present document);
4. General Terms and Conditions of Purchase of EANV (Appendix A);
5. ARN2016 (Appendix B);
6. Your Tender (to be provided);
7. All other documents referred to previously by the Contracting Party during the Tender Procedure until the time of signing the contract.

This Invitation to Tender may 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.

2.8. Other terms and conditions

2.8.1. Working language

The working language throughout the Tender Procedure will be English.

2.8.2. Contact with the media

External parties are involved in this project and Tender Procedure who are provided with information and data by the Contracting Party in order to properly serve the Contracting Party. When the Engagement is granted, agreements are made on the use of supplied information which must not be used in contacts with the press. The Contracting Party requests the Candidate/Tenderer to take this into account. If the Candidate/Tenderer is approached by the press and asked about 'Eindhoven Airport' and/or this project, the Candidate/Tenderer is requested to contact the Contracting Party by means of the question procedure in TenderNed and not to take any further action with regard to the media.

2.8.3. Applicable conditions

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

2.8.4. Reservation concerning discontinuation of the procedure

The Contracting Party is not obliged to make an award decision in this Tender Procedure or to conclude a Contract with a Tenderer. In the event of any of the following circumstances:

- the suspension and/or cancellation of this Tender Procedure at any time; or
- the suspension and/or postponement of and/or addition of further conditions to the award decision; or
- no award decision being made; or
- no follow-up action being taken after an award decision; or
- no conclusion of a Contract;

selected Candidates or Tenderers have no entitlement whatsoever to receive compensation from the Contracting Party, including any legal successor(s) and/or associated persons/legal entities, for any loss and/or costs, on whatever grounds. Furthermore, by participating in this Tender Procedure they expressly and unreservedly accept the aforementioned reservations stipulated by the Contracting Party.

2.8.5. Confidentiality

EANV will provide the Tenderer with both oral and written information – including information in a form that can be processed by computers – in the context of the Tender Procedure (hereinafter referred to as: 'Confidential Information'). The Tenderer will only use the Confidential Information in connection with the Tender Procedure.

The Tenderer will observe strict secrecy with regard to the Confidential Information. The Tenderer will take all necessary steps to ensure that the Confidential Information is not disclosed to third parties without the prior written consent of EANV.

The Tenderer will only make the Confidential Information available to third parties (such as advisers and auxiliary staff) who need it for the realisation of the Tender, and will, in the event that the Confidential Information is made available to such third parties, ensure that they comply strictly with the terms of this statement.

The confidentiality and usage restrictions with respect to personal Confidential Information will apply throughout the Tender Procedure.

The Tenderer undertakes to return the Confidential Information received, as well as all carriers thereof, at EANV's first request.

The term Confidential Information does not include information that:

- is or becomes public knowledge other than through an unlawful action by either Party;
- was lawfully obtained from a third party;
- was developed independently by the Tenderer without using the information provided by the Contracting Party, provided that this independent development can be demonstrated and verified.

The Tenderer is aware that the Confidential Information received from EANV is confidential and that its disclosure to third parties or its unauthorised use may be harmful to EANV.

If the Tenderer fails to fulfil its obligations arising from this section, or fails to do so properly or in time, it will be liable, without demand or other prior notice being required, to pay a penalty of €10,000 (ten thousand euros) per event. The penalty will be payable to EANV, without prejudice to all other rights and claims, including the right to compensation.

The Tenderer will refrain from issuing press releases, making public announcements or disclosures, or making statements or disclosures on social media (including but not limited to Twitter, LinkedIn and Facebook) in connection with the Confidential Information, the Tender Procedure or the Engagement, without the prior written consent of EANV.

In the case of a Consortium and/or if recourse (including financial and/or technical recourse) is sought to a Third Party or Third Parties, each Member of the Consortium or Third Party declares – automatically upon submission of a Tender by the Tenderer – unconditional agreement with the aforementioned provisions.

2.8.6. Destruction of documents in the event of not tendering

If the Tenderer decides not to participate in the tender and award phase, it must inform the Contracting Party immediately in writing. The Tenderer must then destroy all Tender Documents it has received.

2.8.7. Choice of law and forum

This Tender Procedure is governed by the law of the Netherlands. Any disputes will be brought before the District Court of Oost-Brabant.

2.8.8. Agreement

By submitting a Tender, the Tenderer agrees unconditionally to the provisions of this Invitation to Tender and other provisions applicable to this Tender Procedure. Conditional Tenders will be deemed not to have been submitted and will not be eligible for award of the Contract.

In order to confirm this agreement, the Tenderer must append a duly signed 'Tender Letter' Standard Form to the Tender, see Appendix C.

3. Tender Assessment Procedure

The assessment of the Tenders, as well as the subsequent procedure, will take place as follows:

1. Timeliness, completeness and compliance with requirements
2. Minimum Requirements
3. Programme of Requirements
4. Assessment of Tender
5. Announcement of award decision
6. Objection and standstill period
7. Final award and granting of Engagement

3.1. Timeliness, completeness and compliance with requirements

The Tender will first be assessed to determine whether it was submitted on time, is complete and fulfils the requirements. If a Tender is incomplete (for example due to missing statements or documents) after the closing date or if a Tender does not meet the requirements, it may be excluded.

3.2. Minimum Requirements

Secondly, compliance with the Minimum Requirements will be assessed. Non-compliance with the Minimum Requirements may result in exclusion.

However, the Contracting Party is authorised to request a Tenderer to supplement or explain in more detail the statements and documents submitted by it in the context of the Minimum Requirements – within a timeframe to be determined by the Contracting Party – and/or give a Tenderer an opportunity to rectify any defects which the Contracting Party believes can be easily rectified.

3.3. Programme of Requirements

Thirdly, compliance with the Programme of Requirements will be assessed. Non-compliance with the Programme of Requirements may result in exclusion.

However, the Contracting Party is authorised to request a Tenderer to supplement or explain in more detail the statements and documents submitted by it in the context of the Programme of Requirements – within a timeframe to be determined by the Contracting Party – and/or give a Tenderer an opportunity to rectify any defects which the Contracting Party believes can be easily rectified.

3.4. Assessment of Tender

All Tenders will be assessed by a competent assessment committee. The assessment committee consists of specialists drawn from different departments of the airport. The fulfilment of the Minimum Requirements will be assessed by the purchasing expert. The only possible assessments are 'fulfils the criteria' and 'does not fulfil the criteria'. The purchasing expert will verify the other elements to ensure compliance with the tendering requirements, including unconditional acceptance of the Programme of Requirements. The purchasing expert will check the tendered prices. Abnormally high or low Tenders may be rejected.

3.5. Announcement of award decision

The provisional assessment result or the provisional award will be announced to all Tenderers (award decision).

3.6. Objection and standstill period

In accordance with Article 18.6 of ARN2016, an objection period of five (5) calendar days will begin after the announcement of the award decision. Rejected Tenderers must submit any objections, in writing and stating the reasons, to the Contracting Party no later than five (5) calendar days after the date of the award decision. The Contracting Party will then inform the Tenderer concerned whether the original award decision will be upheld (position). After the position is announced, there will be a further period of twenty (20) calendar days during which, if desired, preliminary relief proceedings under civil law can be instituted, in accordance with Article 18.10 of ARN2016.

If no objection is lodged – as described above – a period of twenty (20) calendar days after the announcement of the award decision will be granted so that, if desired, preliminary relief proceedings under civil law can be instituted.

3.7. Final award and granting of Engagement

If the objection and standstill period expires unused, the Contracting Party is free to make the final award of the Engagement.

4. Minimum Requirements

This section sets out the Minimum Requirements (also referred to as MR1, MR2, etc.) with which the Tender must comply if the Tenderer wishes to be eligible for the award of the Engagement, otherwise the Tender(er) will be excluded from participation.

4.1. MR1 Tender Letter

The Tenderer adds a Tender Letter, in accordance with the principles of and as described in Section 2.7.8, to the Tender. The Tenderer needs to provide the price also in this Tender Letter. By way of derogation from Article 15 of the ARN²⁰¹⁶, the Candidate states, by completing and signing this Tender Letter, that it will maintain its Tender for at least 90 calendar days.

4.2. MR2 Purchase order

The Tenderer agrees unconditionally to the purchase order, see Appendix E.

4.3. MR3 Reference airports

The Tenderer adds at least 2 (two) references of airports, in Europe, where the offered equipment is in active use, use therefore Appendix F (x 2).

5. Programme of Requirements

This section sets out the Programme of Requirements. Tenders that do not comply unconditionally with the Programme of Requirements are deemed not to have been submitted. The Contracting Party is authorised to request a Tenderer to have the statements and documents submitted by it in the context of the Programme of Requirements supplemented or explained in more detail – within a timeframe to be determined by the Contracting Party – and/or to give a Tenderer an opportunity to have any defects rectified which the Contracting Party believes can be easily rectified.

The snow blower sweeper must comply to the following requirements:

- Equipped with a snowplough (front), a snow sweeper (middle) and a blower (rear) in order to clean the surface in one pass;
- Working width of equipment and angle of plough and brush best suitable for operation on apron of EANV. For apron size, see Appendix G;
- The equipment must be mounted on a single chassis with compact design;
- Exterior in same color as all other airport equipment of EANV: RAL 1023;
- Total Cost of Ownership must be minimized for the brush. This means number of cassettes and brush material must be adapted to the circumstances at EANV, which are indicated in Appendix G;
- Equipped with rear view camera for safe operation of equipment;
- Working lights for severe weather operation mounted on a bar right below the front window;
- Warning lights (orange) (at least 2 front and 2 rear of vehicle);
- Red top light on cabine;
- The chassis must be equipped with 4 wheel steering (crab steering preferred but not required);
- Driving Engine must be EURO VI;
- Auxiliary engine must be at least EURO V;
- Automatic gear box;
- Maximization of working hours on one full fuel tank;
- Plow, brush and blower must automatically be raised when vehicle is reversing in order to prevent user mistakes;
- External battery charging connection (230 V);
- Spare wheel for truck and if applicable for plough and brush;
- Vehicle must be equipped with all terrain tires best suitable for winter operations;
- Spare parts available at EANV within 24 hours;
- Sufficient training for operators;
 - Training with focus on operation of the equipment
 - In groups of maximum 2 operators per training (Maximum of 6 operators will be appointed by EANV)
 - At least 1 day per training
- Sufficient training for maintenance department;
 - Training with focus on on-site maintenance and support
 - Training for 2 maintenance employees of Eindhoven Airport
 - At least 1 day per training
- Delivery of equipment at latest October 31st 2022.

The Tenderer agrees unconditionally to the Programme of Requirements and possibly amended in a Summary of Additional Information and Changes.

6. Award Criteria

The overview below describes the weightings of the various Award Criteria/Subcriteria (referred to below as AC1, AC2, etc.) and the maximum number of points that can be awarded:

Award Criterion/Subcriterion	Comparative weighting in %	Maximum points that can be awarded	Calculation/explanation
'Price' , consisting of: AC1 Price	70% 70%	100 points 100 points	See Section 6.1
'Quality' , consisting of: AC2 Reliability and suitability	30% 30%	100 points 100 points	See section 6.2
Total	100%	200 points	

The Tender with the BPQR is eligible to be awarded the Engagement. The BPQR is determined on the basis of number of points per Award Criterion/Subcriterion and the attainment of the highest total score.

The Contracting Party has opted for the 'weighted factor score method'. This means that all assessments based on the Award Criteria/Subcriteria are converted into a score in points, so that a total score can be calculated.

The points allocation for AC1 is set out in Section 6.1.

The points allocation for AC2 is as follows:

Good: in the assessment committee's judgement the description addresses the required elements and subjects well or exceptionally well and/or the description takes good or exceptionally good account of and corresponds to the question (objective, requirements and wishes) of the Contracting Party to a such degree that the Candidate distinguishes itself from the other Applications.	100% of the maximum points available
Satisfactory: in the assessment committee's judgement the description addresses the required elements and subjects and/or the description takes account of and corresponds to the question (objective, requirements and wishes) of the Contracting Party.	70% of the maximum points available
Mediocre: in the assessment committee's judgement the description does not address or addresses to a limited degree the required elements and subjects and/or the description takes no or limited account of and shows little or no connection with the question (objective, requirements and wishes) of the Contracting Party.	40% of the maximum points available
Unsatisfactory: in the assessment committee's judgement the description does not address the Contracting Party's question and/or the description completely fails to correspond to the Contracting Party's question (objective, requirements and wishes).	10% of the maximum points available

6.1. AC1 Price

The score for AC1 Price is calculated on the fixed contract price and in accordance with the formula:

- The Tenderer with the lowest price will get 100% of the points;
- The Tenderer with the second lowest price will get 50% of the points;
- The Tenderer from third lowest price and further will get 10% of the point.

At the end the total points of AC1 will be multiplied with 70%.

Manipulative Tenders are not permitted. A Tender will be deemed to be manipulative if the assessment system is manipulated in such a way that the manifest aim of the Contracting Party is frustrated and the bidding of realistic prices is disrupted. Such a Tender will be deemed invalid and excluded from the Tender Procedure.

6.2. AC2 Reliability and suitability

Snow equipment has to be reliable and suitable for operation on our airport.

Question:

“How does the Tenderer offer reliable equipment and why is the offered equipment best suitable for Eindhoven Airport?”

Objective:

The objective is to offer a plan to the tender committee in which the following subject will be pointed out:

1. Why the offered equipment is reliable (build quality, used materials, spare parts availability, service organisation, guarantee period)?;
2. What is the working width and turning radius of the offered equipment and why is this best suitable for operation on the apron of EANV?;
3. How will the Total Cost of Ownership be minimized for the brush when used on EANV?
4. Why the offered equipment is best suitable for use at Eindhoven Airport (see also Appendix G for overview of the platform);
5. What are the working hours on one full fuel tank of the offered equipment?

Conditions:

The plan has to convince the tender committee that the objective will be met. The plan must comply to the following:

- maximum length of 4 A4, lettertype arial size 10

The plan will be presented. The presentation must comply to the following:

- Presentation given in English;
- Maximum length of presentation will be 60 minutes including 15 minutes of questions;
- Slides must be provided with the offer;
- Presentation will take place via MS Teams for which at January 12th (in the morning) or January 13th (in the morning), an invitation will be sent;

Assessment:

When assessing your answer to this Award Criterion, the assessment committee will pay attention to:

- The completeness of your answer;
- The feasibility of your answer or the degree of realism of your answer;
- The extent to which your answer contributes to the above objective;
- The extent you convinced the tender committee on both reliability as well as suitability;
- How and to what extent your answer stands apart from the answers of the other Tenderers.

Taking the above into consideration, a score (points) will be awarded for this Award Criterion/Subcriterion in accordance with the table in Section 6.1.

7. Definitions

This Invitation to Tender uses the definitions in ARN2016 (Appendix B). Defined terms are written with an initial capital letter. The following definitions are used by way of addition/exception to the definitions from ARN2016 (and are marked by an asterisk):

Amended Documentation

The documents marked by the Contracting Party with the words: 'Amended Documentation'. Amended Documentation concerns additions and changes to the Tender Documents and the Appendices.

Appendix

An appendix to the Tender Documents. An appendix forms an integral part of the Tender Documents.

ARN2016

The Tendering Regulations for the Utilities Sectors 2016 that apply to this Tender Procedure, see Appendix B.

Award criterion

The basis on which the Engagement is awarded to a Contractor.

Award Criterion/Subcriterion / Award Criteria/Subcriteria

Criteria for assessing the suitability of the Tender. These constitute a benchmark for the assessment of the Award Criterion.

Best PQR / BRQR

The 'Best Price-Quality Ratio' award criterion.

Candidate

A natural person or legal entity that has submitted an Application for one or more Lots in accordance with the requirements specified in the Selection Guidelines and has been selected by the Contracting Party to participate in the tender and award phase.

Client

Eindhoven Airport N.V. also referred to as EANV.

Contract

The contract to be signed including Appendices between the Client and the Contractor following the award of the Engagement, the draft version of which forms part of the Invitation to Tender/(most recent) Summary of Additional Information and Changes.

Contractor

The Tenderer with which the Contracting Party concludes the Contract in the context of this Tender Procedure.

Contracting Party

Eindhoven Airport N.V., also referred to as EANV.

Dutch Public Procurement Act

Act of 1 July 2016, containing revised rules on tender procedures (modified Dutch Public Procurement Act 2012), Bulletin of Acts and Decrees 2016, 241, including amendments.

Engagement

The 'special sector contract' as referred to in Section 1.1 of the Dutch Public Procurement Act which is the object of this Tender Procedure.

Final Tender

A Tender submitted on the basis of documentation to be specified in more detail by the Contracting Party – including Amended Documentation – and which is submitted later than the Tender.

Invitation to Tender

The present document including all Appendices, as referred to in the Dutch Public Procurement Act, which is made available by the Contracting Party to selected Candidates for participation in the tender and the award phase by submitting a Tender and which document contains a description of the subject of the Tender Procedure.

Knock-out

Applications from Candidates/Tenders of Tenderers that do not fulfil one or more of the knock-outs ('KOs') will be considered invalid Applications/Tenders and will be rejected. The Applicant/Tenderer concerned will be excluded from participation in the remainder of the procedure.

Lot

A specific part of the Engagement which can be tendered for.

Minimum Requirements

A non-negotiable, decisive ('knock-out') requirement applied in relation to the Engagement.

TenderNed

Electronic platform used to conduct this Tender Procedure, which can be consulted at www.TenderNed.com.

Programme of Requirements

A description of the requirements for the Engagement, including the associated data, the technical specifications and the procedure to be followed, with which the Contractor must comply during the performance of the Engagement.

Standard Form

A form which a Tenderer is obliged to use when submitting the Tender, as included in the Invitation to Tender.

Tender

A Tender submitted on the basis of the Tender Documents and – to the extent made available by the Contracting Party – the Amended Documentation.

Tenderer

The Candidate selected by the Contracting Party to participate in the tender and award phase and that submits a Tender for one or more Lots.

Tender Documents

Collective name for all documents which the Contracting Party has sent to the Candidates in the context of this Tender Procedure. They include the Selection Guidelines, the Invitation to Tender (this document), the Contract, the Programme of Requirements, Appendices, Standard Forms and the Summary/Summaries of Additional Information and Changes.

Tender Procedure*

The European procedure in accordance with Section 3.35 of the Dutch Public Procurement Act, which regulates the award of the Engagement and the course and subject of which are described in more detail in the Tender Documents.

Third Party/Parties

All parties other than the Candidate, Tenderer and Contracting Party (for the sake of clarity: independent undertakings belonging to the same group as the Candidate/Tenderer are also expressly deemed to be third parties).

Total Cost of Ownership / TCO

The total cost of ownership (TCO) is the purchase price of an asset plus the costs of operation.