

Invitation to Tender

of

EindhovenAirport 

for

European Tender Procedure

for

Self Service Bag Drop at Eindhoven Airport N.V.

according to

European Tender



Version 1.1 dated 25 January 2022

This Tender Procedure is being conducted in its entirety through **TenderNed**

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1. The Engagement

You have before you the Invitation to Tender concerning the Self Service Bag Drop at Eindhoven Airport N.V. 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.

Worthy entrance

A proud showpiece for a distinctive region.

Inspiring test ground

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%.

1.2. Scope of the Engagement

1.2.1. In scope

The Engagement involves delivery and successful implementation of, at this moment, 12 Self Service Bag Drop (SSBD) units including sufficient training for users within EANV and the passenger handling company/companies at Eindhoven Airport. The engagement also includes maintenance of the SSBD units for a period of 5 years with an optional prolongation of 1 year each time till the end of support of the units. If at a certain moment there is a greater need for additional SSBD unit(s), these will be delivered and implemented with all terms and conditions unchanged.

More specifically, the Engagement includes the following tasks and responsibilities:

- Removal of and disposal of existing twelve SSBD units
- Delivery of twelve SSBD units
- Adaptations needed to mount the new SSBD units
- Mounting and implementation on existing desks (retrofit)
- Testing and implementation in existing network of EANV

- Training for users within EANV (technical support, IT department and operations) and within the passenger handling company/companies.
- Second line of preventive and corrective maintenance and support for 5 years with an optional prolongation of 3 times 1 year, maximum till the end of the units
- Providing (spare)parts for preventive and corrective maintenance as described in the Service Level Agreement
- Providing a maintenance plan for replacement (end-of life) of parts

The Tender Procedure consists of 1 Lot.

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):

- Conveyor system
- Adaptions on conveyor system needed to mount or implement SSBD units
- Provision of consumables such as bag tags

1.3. Form and term of the Engagement

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

The Contract Agreement will start at 17-05-2022 for delivery and implementation of the new SSBD units and will end after completion of the implementation and training, no later than 16-12-2022. The Agreement regarding maintenance is being entered into for a term of five (5) years, coming into force on 1-11-2022 (or date of start implementation) and ending by operation of law on 01-11-2027 (or five years after implementation). EANV is entitled to extend this Agreement 1 year each time till the end of support of the units, with its terms and conditions unchanged, provided that EANV informs the Supplier accordingly at least 3 months before expiry of the current term. See the Contract in Appendix A.

1.4. Award criterion

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).

2.2. Procedure phases

The procedure consists of one phase:

2.2.1. Phase 1 Tender (Quotation phase) and award phase

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

Before issuing the (first) 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/Subcriteria described in the Invitation to Tender.

The Engagement is ultimately awarded to the Tenderer who submits a Tender – on the basis of any Amended Documentation – 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.

2.3. Planning of this Tender

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

25 January 2022	Publication Invitation to Tender on TenderNed
10 February 2022	On-site inspection
21 February 2022	Submission of questions 1 on TenderNed
4 March 2022	Answers on submitted questions 1
18 March 2022	Submission of questions 2 on TenderNed
30 March 2022	Answers on submitted questions 2
11 April 2022	Final date for submission of tender
26 April 2022	Provisional award
17 May 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, can be contacted at TenderNed;
<https://www.tenderned.nl/cms/contact>

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. On-site inspection

At the date and time stated in the schedule an on-site inspection will take place on the Contracting Party's premises in which Candidates will be given an opportunity to inspect the Eindhoven Airport site.

An agenda will be issued at a later stage.

Those wishing to attend can register for the on-site inspection until no later than 2 days before 10 February on the TenderNed communication / messaging module. A maximum of 2 persons per supplier or consortium of suppliers is allowed. To this end the Candidate is required to post the following information:

- first name and surname, the initials and the
- date of birth of all representatives.

NB: all representatives must bring a passport or identity card (not a driving licence) to the on-site inspection, which must precisely match the name/date of birth supplied through TenderNed. If the details do not fully match, the representative concerned will not be able to participate in the inspection. This risk is borne by the Candidate, as the inspection will not be rescheduled.

2.4.4. Submission of questions and comments

Tenderers may submit questions and comments on any Tender Document through TenderNed in English. 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 the Excel Appendix C Question & answers and must be returned via the message module of TenderNed as An Excel Appendix. The Contracting Party will in principle disregard any questions which the 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.

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.

2.4.5. 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 mark such questions in the Excel Appendix C Question & Answer as 'Individual question'.

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

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@eindhovenairport.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

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

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. Appendix A; (Draft) Contract (final version after award) with all the following appendices;
Appendix 1 – EANV General Purchase Conditions IT & Systems, consisting of the following General Provisions and Special Provisions:
 - Appendix 1.1 - General Purchase Conditions IT & Systems - General Provisions
 - Appendix 1.2 - General Purchase Conditions IT & Systems - Special provisions hardware
 - Appendix 1.3 - General Purchase Conditions IT & Systems - Special provisions housing and hosting
 - Appendix 1.4 - General Purchase Conditions IT & Systems - Special provisions professional services
 - Appendix 1.5 - General Purchase Conditions IT & Systems - Special provisions SaaS
 - Appendix 1.6 - General Purchase Conditions IT & Systems - Special provisions SoftwareAppendix 2 – Programme of Requirements
 - Appendix 2.1 - Programme of Requirements
 - Appendix 2.2 - RequirementsAppendix 3 – Data Processing Agreement
- Appendix 4 – Service Level Agreement
- Appendix 5 – Security Annex
- Appendix 6 – Supplier Code of Eindhoven Airport N.V.
- Appendix 7 – Airport Regulations Eindhoven Airport
- Appendix 8 – Access Policy EANV
- Appendix 9 – Tenderer's Tender including compliancy list, dated [dd-mm-yyyy]; including among others Appendix B, Appendix C, Appendix D, Appendix E and the Standard Forms of this Invitation to Tender.
2. ARN2016 - Procurement Regulations Utility Sectors 2016, see Appendix F.
3. Summary of Additional Information and Changes with Amended Documentation (to be provided);
4. Invitation to Tender (the present document);
5. 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.

2.7.5. 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 ARN2016;

- (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 this Invitation to Tender 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 B). 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 ARN2016:

- (i) that the third party/parties concerned complies/comply with the requirements set out in the 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 B). 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)

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 ARN2016.

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 ARN2016.

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 in Dutch) 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 terms and conditions

2.9.1. Working language

The working language throughout the Tender Procedure will be English.

The Tenderer declares that the personnel responsible for and managing the performance of the Engagement have a written and spoken command of English.

2.9.2. 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.

2.9.3. 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.

2.9.4. 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;

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.

2.9.5. 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 SNBV 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.

2.9.6. 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.

2.9.7. 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.

2.9.8. 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.

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 Contracting Party. The fulfilment of the Minimum Requirements will be assessed by the procurement 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 digital and IT expert and the contract owner for maintenance and support will assess the responses to the Award Criteria/Subcriteria. The purchasing expert will check the tendered prices. Abnormally high or low Tenders may be rejected.

The members of the assessment committee will first conduct an individual assessment and award points for each Award Criterion/Subcriterion. Each assessor will perform the qualitative assessment based on his 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.

It is up to the Tenderer to explain its choices to the assessment committee (by means of an accurate and clear formulation of and response to the Award Criteria/Subcriteria) and to convince the Contracting Party that such choices are correct.

The final scores are rounded to whole numbers. The final digit of the rounded number (this is the relevant digit) is determined as follows:

- if in the figure to be rounded the digit immediately after the relevant digit is a 0, 1, 2, 3 or 4, the relevant digit remains unchanged;
- if in the figure to be rounded the digit immediately after the relevant digit is a 5, 6, 7, 8 or 9, the relevant digit is increased by 1.

For example: where there is a 1.1, the 1 before the decimal point (the underlined digit) is the relevant digit.

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. Requirements to be fulfilled by the participant

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

Table 1. Supporting documents to be submitted (with Tender or on request)

Chapter	Number	Document	With Tender	On request	§
Grounds for Exclusion (GfE)	GfE1	ESPD (scanned version)	x		4.1.1
	GfE2	Registration in the national professional/trade register	x		4.1.2
Suitability Requirements (SR)	SR1	Core Competency/ Reference	x		4.2.1
	SR2	Quality assurance statement		x	4.2.2
	SR3	Organisational chart	x		4.2.3
	SR4	Safety, health and environmental management system		x	4.2.4

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 Table 1, 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 Table 1 within ten (10) calendar days. 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 regarding 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 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 as described in Table 2.

Table 2. Core Competence

Core competence	Description
Delivery capability	Provide a Reference of successful implementation of a project with a comparable solution design. By comparable, EANV expects: • The same products and components as offered to EANV; • A recent implementation (after 01 June 2016); • A comparable airport in terms of passenger numbers or a larger airport; • An active engagement, i.e. it should be a present customer. As part of your response, include the actual time schedule of the project.

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

- the name of the organisation;
- 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 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.

4.2.2. SR2: Quality assurance requirements

The Participant should possess the following certificates (or certificates of systems that operate on demonstrably similar lines):

- ISO 9001: Quality management system
- ISO 14001: Environmental management system

By signing the European Single Procurement Document, the Participant states that it fulfils the aforementioned Suitability Requirement.

If a Tender has been submitted by a Consortium acting as Participant, this requirement need only be satisfied by the Consortium Member responsible for performing the activity subject to the quality control during the performance of the Engagement.

4.2.3. SR3: Requirements regarding the organisation

The Participant should show, by means of an organisational chart (including organograms) with explanatory notes that it has an adequate organisation with sufficient capacity and good quality personnel in various disciplines as well as the right strategic partners (subcontractors) in the various disciplines to be able to carry out the work effectively.

The disciplines are as follows:

- research & development (product development & innovation);
- production (proficient and professional production to ensure delivery of what has been requested by the Contracting Party);
- project management (management of projects to ensure delivery of what has been requested by the Contracting Party);

- logistics and transport (timely and correct storage and dispatch to ensure delivery of what has been requested by the Contracting Party);
- implementation and placement (expert, correct and timely implementation/placement to ensure delivery of what has been requested by the Contracting Party);
- service management organization.

4.2.4. SR4: Safety, health and environmental management system

The Participant must supply documents showing that it has in place a safety, health and environmental management system based on VCA¹ (SHE (Safety, Health and the Environment) Checklist Contractors) or a demonstrably comparable certificate. The certificate, issued by a recognised certification institution, must be valid on the date of Procurement and must relate to the nature of the activities. A valid certificate must also be lodged for the specified subcontractors and a VCA** certificate for the main contractor.

If a Tender has been submitted by a Consortium acting as Participant, this requirement need only be satisfied by the Consortium Member responsible for performing the activity for which a safety, health and environmental management system meeting the specified requirement is required.

¹ More information: <https://vca.nl/en>

5. 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.

5.1. MR1 Tender Letter

The Tenderer adds a Tender Letter, containing the following information:

- a) Name of Participant (as registered in the 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. MR2 Declaration of agreement to terms and conditions - Draft Contract

The Tenderer agrees unconditionally to the draft Contract, which is appended in the Invitation to Tender and possibly amended in a Summary of Additional Information and Changes.

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 G the Participant states that it:

- unconditionally agrees to the draft Contract, as included in the Appendix 3 Draft Contract 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 must state that it complies with this. The completed Standard Form G signed by the Participant should be enclosed with the Tender.

The Draft Contract can be found in Appendix A.

5.3. MR3 Tender validity statement

By way of derogation from Article 15 of the ARN2016, the Participant states, by completing and signing Standard Form G, that it will maintain its Tender for at least 90 calendar days.

5.4. MR4 Draft Data Processing Agreement

The Tenderer agrees unconditionally to the draft Data Processing Agreement, which is appended to the Invitation to Tender and possibly amended in a Summary of Additional Information and Changes.

Data Processing Agreement can be found in Appendix 3 of the Draft Contract (Appendix A).

6. 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 Tenderer agrees unconditionally to the Programme of Requirements, which is appended as Appendix D to this Invitation to Tender.

7. Award Criteria/Subcriteria

If a Tender has been designated as valid and fulfils the Minimum Requirements and the Programme of Requirements, it is assessed on the basis of the Award Criteria/Subcriteria included in this section. The Award Criteria/Subcriteria are set out with a distinction drawn between price and quality.

7.1. Assessment methodology

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	Maximum points that can be awarded	Calculation/explanation	Comparative weighting in %	Total score
‘Price’ , consisting of: AC1: Delivery, implementation and training AC2: Maintenance and support contract for 5 years	100 points 100 points	See Section 7.1 and 7.2	50%	50
‘Quality’ , consisting of: AC3: Implementation plan AC4: Program of requirements AC5: Maintenance and support plan AC6: Sustainability plan	100 points 35 points 24 points 35 points 6 points	See section 7.3 See section 7.4 See section 7.5 See section 7.6	50%	50
Total	200 points		100%	100

The Tender with the BPQR is eligible to be awarded the Engagement. The BPQR is determined on the basis of the score 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 and AC2 is set out in Section 7.2, for AC3 in Section 7.3, AC4 in Section 7.4, AC5 in Section 7.5 and AC6 in Section 7.6. See also Appendix C, calculation sheet.

The points allocation for AC3, AC5 and AC6 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

Only Tenders with a score of ‘satisfactory’ or higher (the ‘minimum standard’) for Award Criterion AC3: Implementation Plan are eligible for the award. Tenders with an assessment below the minimum standard are not included in the further assessment process and are rejected.

The Tenderer is not permitted 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 separately in the Tender.

7.2. AC1 Delivery, implementation and training and AC2 Maintenance and support contract for 5 years

AC1 Delivery, implementation and training will include:

- Removal of existing twelve SSBD units
- Delivery of twelve SSBD units
- Adaptations needed to mount the new SSBD units
- Mounting and implementation on existing desks (retrofit)
- Testing and implementation in existing network of EANV
- Training for users withing EANV (passenger handler, technical support, IT department)

AC2 Maintenance and support contract for 5 years will include:

- Preventive and corrective maintenance and support for 5 years according to the Service Level agreement (see Appendix 4 of the Draft Contract)
- (spare)parts with a maximum of € 500,- per part needed for preventive and corrective maintenance in order to meet the Service Level Agreement
- Providing a maintenance plan for replacement (end-of life) of parts. Time span of the maintenance plan has to be 8 years.
- All software updates for the complet contract period

Tenderer will also provide a list of replacement parts with prices, see the Service Level Agreement, Appendix 4 of the (draft) Contract. This list will not be part of the total price of AC2.

The price for AC1 Delivery, implementation and training will be added to the total price for AC2 Maintenance and support contract for 5 years. The score for pricing is calculated in accordance with the LOG formula:

$$\text{Score} = \text{MP} - \text{MP} * ((\text{LOG}(\text{PI} / \text{LP})) / \text{LOG}(1.5))$$

(MP = Maximum Points (available) (for the Price Award Criterion/Subcriterion))

(PI = Price (of) Tenderer)

(LP = Lowest Price (at which a Tenderer submits a tender))

The Contracting Party has opted for a LOG formula in this procedure. The LOG formula specifically has the following characteristics:

- It is a relative formula.
- In this formula the points do not change if the Tenderer with the lowest tender price withdraws.
- Using this formula it is easy to determine up to which factor relative to the lowest tender the Contracting Party is prepared to award points. In this case: if the price is 50% higher, the Tenderer concerned scores zero points. No negative scores (minus points) are issued. If the formula generates a negative score, zero points are awarded. 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.

Sample calculation for Price award criterion/subcriterion:

	AC1	AC2	Total price	Score
Tenderer 1	€ 380.000,00	€ 90.000,00	€ 470.000,00	89,28
Tenderer 2	€ 390.000,00	€ 85.000,00	€ 475.000,00	86,67
Tenderer 3	€ 370.000,00	€ 120.000,00	€ 490.000,00	79,00
Tenderer 4	€ 350.000,00	€ 100.000,00	€ 450.000,00	100,00
Tenderer 5	€ 450.000,00	€ 105.000,00	€ 555.000,00	48,28

At the end the total score of AC1 and AC2 will be multiplied with 50% (see chapter 7.1).

Tenderer will apply the Pricing Form in Appendix E for submission of AC1 and AC2. This document

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.

7.3. AC3 Implementation plan

The replacement of twelve SSBD units will take place in a live environment, with a running operation including passengers and staff present in the terminal building. The work space will therefore be very limited. Tenderers will be requested to write an implementation plan in which they explain how to tackle the following challenges:

- Replace existing SSBD units within the limited available space (see drawing of terminal in the Programme of Requirements);
- Replace existing SSBD units with minimal loss of capacity during replacement;
- Test and implementation of SSBD units with minimal disturbance to operational airport process;
- Provide sufficient training for all involved employees of EANV being Maintenance Department, Digital and IT Department, Airport Operations and employees of the passenger handling company/companies prior to the site acceptance test.

Question:

“How does the Tenderer propose dealing with replacing and implementation of the new SSBD units in an operational airport process during the implementation period (between November 1st and December 16th 2022)?”

Objective:

The objective is to experience as little disturbance as possible. This means that each unit will function properly after acceptance and all staff involved will be acquainted with the new equipment.

Conditions:

The following must be specified as a minimum:

- A minimum of 8 SSBD units out of 12 that will be replaced must be kept operational at all times during replacement and implementation;
- All new units must have been tested and accepted by EANV;
- The physical implementation must be between November 1st and December 16th 2022. Tenderer should explain in this plan how to cope with risks with regard to this implementation period (late delivery of component(s), delay in start date due to EANV, delay in start date due to the Tenderer, etc).
- Reference of at least one (1) airport with same technology successfully up and running for more than 1 year. Reference must include name and telephone number of contact person. EANV will have the opportunity to contact and / or visit the reference project.

Your answer should consist of one document, which must be no larger than 6 A4 with a standard font and a font size of at least 10.

Assessment:

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

1. The completeness of your answer;
2. The feasibility of your answer or the degree of realism of your answer;
3. The extent to which your answer contributes to the above objective;
4. 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 in accordance with the table in Section 7.1.

7.4. AC4 Program of Requirements

Tenderer will at least meet the requirements described as “must have” in the Program of Requirements. Requirements described as “Preferred” will be met as much as possible. Requirements described as “Nice to have” may be met.

Question:

“Does the Tenderer meet all “must have” requirements and to what extent does the Tenderer meet “Preferred” and “Nice to have” requirements?”

Objective:

The objective is to meet all requirements needed for EANV.

Conditions:

The following must be specified as a minimum:

- Meet requirements as described as “Must have”.

Requirements must be pointed out by Tenderer in the format in appendix 1 of the Programme of Requirements.

Assessment:

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

1. If all “Must have” requirements are met;
2. The extent to which “Preferred” requirements are met;
3. The extent to which “Nice to have” requirements are met;

For each “Preferred” requirement that has been met, 1 points will be awarded. For each “Nice to have” requirement that has been met, 0,5 points will be awarded. For “Must have” requirements, no points will be awarded as meeting these requirements is mandatory. The maximum number of 23 points can be awarded for this Award Criterion.

7.5. AC5 Maintenance and support plan

Tenderer will provide an maintenance and support plan in which contractor will describe how the Service Level Agreement (SLA) will be met.

Question:

“How does the Tenderer propose dealing with maintenance and support in order to meet the requested SLA?”

Objective:

The objective is to provide sufficient maintenance and support for EANV.

Conditions:

The following must be specified as a minimum:

- Meet all requirements as described in the SLA (see Appendix I)
- Supply a survey of the escalation line for incidents. The following escalation line will be present at EANV:
 - Operational level: Technical service of EANV
 - 1st line of escalation: contract manager of EANV
 - 2nd line of escalation: contract owner of EANV;
- Supply a list of rates per hour for different technicians and a project manager in case of a service request or a change request.
- Provide fixed prices for the following change requests:
 - Add a language to the SSBD
 - Add a screen in the user interface
 - Change a screen in the user interface

Your answer should consist of one document, which must be no larger than 4 A4 with a standard font and a font size of at least 10.

Assessment:

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

1. The completeness of your answer;
2. The feasibility of your answer or the degree of realism of your answer;
3. The extent to which your answer contributes to the above objective;
4. 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 7.1

7.6. AC6 Sustainability plan

Tenderer will provide an sustainability plan in which tenderer will describe how to meet the sustainability goals of EANV as pointed out below.

Question:

“How does the Tenderer propose to meet the sustainability goals of EANV?”

Objective:

The objective is to attribute to the sustainability goals of EANV.

Conditions:

The following must be specified as a minimum:

- How Tenderer copes with circularity with regard to the disposal of the existing SSBD units.
- How Tenderer copes with sustainability and energy efficiency of the new SSBD units.

Your answer should consist of one document, which must be no larger than 1 A4 with a standard font and a font size of at least 10.

Assessment:

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

1. The completeness of your answer;
2. The feasibility of your answer or the degree of realism of your answer;
3. The extent to which your answer contributes to the above objective;
4. 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 7.1.

8. Definitions

This Invitation to Tender uses the definitions in ARN2016. 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, which can be downloaded at <https://www.schiphol.nl/en/schiphol-group/page/documents-and-terms-and-conditions/>.

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 this Invitation to Tender 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.

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 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 that 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 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 Tender 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).

9. Appendices

Appendix A up to appendix F are enclosed with this Invitation to Tender as a separate document;

Appendix A: Draft contract

Including these appendices: *Appendix 1.1 - General Purchase Conditions IT & Systems - General Provisions*
Appendix 1.2 - General Purchase Conditions IT & Systems - Special provisions hardware
Appendix 1.3 - General Purchase Conditions IT & Systems - Special provisions housing and hosting
Appendix 1.4 - General Purchase Conditions IT & Systems - Special provisions professional services
Appendix 1.5 - General Purchase Conditions IT & Systems - Special provisions SaaS
Appendix 1.6 - General Purchase Conditions IT & Systems - Special provisions Software
Appendix 2 - Programme of Requirements
Appendix 3 - Data Processing Agreement
Appendix 4 - Service Level Agreement
Appendix 5 – Supplier Code of Eindhoven Airport N.V.
Appendix 6 - Airport Regulations Eindhoven Airport
Appendix 7 - Access Policy EANV
Appendix 8 - Tenderer's Tender including compliancy list, dated [dd-mm-yyyy]

Appendix B: Calculation sheet

Appendix C: Excel form; Questions and Answers

**Appendix D: 2.1: Programme of Requirements
2.2: Requirements**

Appendix E: Pricing form

Appendix F: ARN2016 - Procurement Regulations Utility Sectors 2016

Standard Form A - Checklist

The Tender must be structured in the following way. The checklist must be completed and signed by a legally authorised representative and then enclosed with the Tender.

Subject	Checklist questions	Enter: Yes / No
Section 2.6	Tender submitted by April 11 th via TenderNed?	
Section 2.9.1	Tender drawn up in English?	
Miscellaneous	Standard Forms completed, signed and enclosed?	

Documents to be submitted with Tender			
Description of question/requested item	Format	Explanation	Enter: Yes / No
Checklist <i>fully completed and duly signed</i>	STF A		
ESPD (scanned version) <i>Fully completed and duly signed</i>	STF B	Chapter 4.1.1	
Proof of registration in the national professional/commercial register (Chamber of Commerce) <i>For every Consortium Member or third party involved in the performance of the Engagement (if applicable)</i>	none	Chapter 4.1.2	
Reliance on financial capacity of third party, <i>including Supporting Documents</i> <i>(if the Participant wishes to rely on this)</i>	STF C	Chapter 2.7.5	
Reliance on technical capability of third party, <i>including Supporting Documents</i> <i>(if the Participant wishes to rely on this)</i>	STF D	Chapter 2.7.5	
Consortium formation statement <i>with detailed reasons for forming the Consortium (in the case of a Consortium)</i>	STF E		
Statement about Core competency/Reference per lot <i>Including testimonials from clients</i>	STF F	Chapter 4.2.1	
Statement regarding - requirements and conditions - the validity period of 90 calendar days	STF G	Chapter 5.2 and 5.3	
Requirements <i>for the purposes of the corresponding Award Criterion</i>	APP. D	Chapter 6	
Implementation plan <i>for the purposes of the corresponding Award Criterion</i>	none	Chapter 7.3	
Sustainability plan <i>for the purposes of the corresponding Award Criterion</i>	none	Chapter 7.4	
Pricing form <i>for the purposes of commercial evaluation</i>	APP. E	Chapter 7.2	

Supporting documents to be lodged if applicable			
Description of question/requested item	Format	Explanation	Enter: Yes / No
Consortium Agreement <i>With organisational chart as referred to in Article 10.2 of the ARN 2016 (in the case of a Consortium)</i>	none		

Name of Participant	
Name of legally authorised representative of Participant	
Position	
Signature	
Place and date	

Standard Form B - European Single Procurement Document

The European Single Procurement Document has been enclosed with the Tendering Guide as a separate document via TenderNed.

Standard Form C - Reliance on financial capacity

The undersigned state that

- **[name of Participant]**, with regard to the requirement referred to in section **Fout! Verwijzingsbron niet gevonden.** of the Tendering Guidelines, relies on the resources of **[name of third party]**;
- **[name of third party]**, as evidenced by the enclosed Supporting Document, fulfils this requirement solely or jointly with **[name of Participant]**;
- **[name of Participant]** will, in the event that the Engagement is awarded to **[name of Participant]**, have free access throughout the term of the Engagement, at its first request, to the resources of **[name of third party]** necessary for the performance of the Engagement;
- **[name of third party]** acts fully and unconditionally as guarantor for the Contracting Party in the event that the Engagement is awarded to **[name of Participant]** with regard to compliance with the obligations arising from the Engagement. (If reliance is placed on the data of the holding or parent company and a section 2:403 statement is available, this should be enclosed with the Standard Form.)

The undersigned state that they have signed this statement truthfully and that they are legally authorised to do so. The undersigned agree that based on Section 3.68 in conjunction with Section 2.102 of the Public Procurement Act the Contracting Party may request additional documentation and information.

Third party

Name of third-party company	
Name of legally authorised representative of third party	
Position	
Signature of legally authorised representative	
Place and date	

Signed in confirmation of approval:

Participant

Name of Participant	
Name of legally authorised representative of Participant	
Position	
Signature of legally authorised representative	
Place and date	

Standard Form D - Reliance on technical capability

The undersigned state that

- **[name of Participant]**, with regard to the requirement referred to in section **Fout! Verwijzingsbron niet gevonden.** of the Tendering Guidelines, relies on the resources of **[name of third party]**;
- **[name of third party]**, as evidenced by the enclosed Supporting Document, fulfils this requirement solely or jointly with **[name of Participant]**;
- **[name of Participant]** will, in the event that the Engagement is awarded to **[name of Participant]**, have free access throughout the term of the Engagement, at its first request, to the resources of **[name of third party]** necessary for the performance of the Engagement;
- **[name of Participant]** will engage **[name of third party]** at the first request of the Contracting Party as a subcontractor in the performance of the Engagement.

[name of third party] will be engaged for the following part(s) of the Engagement:

- ...

The undersigned state that they have signed this statement truthfully and that they are legally authorised to do so.

The undersigned agree that on the basis of Section 3.68 in conjunction with Section 2.102 of the Public Procurement Act the Contracting Party may request additional documentation and information.

Third party

Name of third-party company	
Name of legally authorised representative of third party	
Position	
Signature of legally authorised representative	
Place and date	

Signed in confirmation of approval:

Participant

Name of Participant	
Name of legally authorised representative of Participant	
Position	
Signature of legally authorised representative	
Place and date	

Standard Form E - Consortium formation statement

When submitting a Tender, a Consortium must submit a statement about the formation of the Consortium.

The Participant is a Consortium because:

STATEMENT:

(state the number, significance and capacity of the Consortium Members in relation to the work/delivery/services to be provided)

If a Consortium is formed, the Participant must also, no later than ten (10) calendar days after the announcement of the award decision, submit a Consortium Agreement with an organisational chart, as well as a statement concerning acceptance of joint and several liability, in accordance with the requirements of Articles 10.2 and 10.4 of the ARN²⁰¹⁶.

The undersigned states that it has signed this statement truthfully and is legally authorised to do so.

Name of Participant	
Name of legally authorised representative of Participant	
Position	
Signature	
Place and date	

Standard Form F - Core Competence/Reference

The Participant must use the table below to submit References. The Participant must use a separate form for each Reference.

Details of contracting authority or company		
	Relationship to Core Competence:	
1)	Name of contracting authority or company	
	Address	
	Postcode and town/city	
2)	Name of contact of contracting authority or company	
	Position	
	Telephone number	
	Email address	
	Sector/type of reference	
Project details		
3)	Performance period in months	
	Start and end date	
	Reason for termination	
4)	Contract value of entire engagement	€
	Annual turnover	€
5)	Description of type of engagement	

The undersigned states that it has completed the above table truthfully.

The undersigned also states that, if required, it will submit Supporting Documents within ten (10) calendar days at the first request of the Contracting Party.

Name of Participant	
Name of legally authorised representative of Participant	
Position	
Signature	
Place and date	

Standard Form G - Requirements and conditions

The Participant should state that it fulfils the requirements and conditions.

- The Participant states that it unconditionally agrees to the draft Contract, as included in *Appendix 1 Draft Contract* and possibly changed in a Summary of Additional Information and Changes.
- The Participant states that it unconditionally agrees to the Programme of Requirements as formulated in the *Appendix 2 of the Draft Contract, the Programme of Requirements*, and possibly changed in a Summary of Additional Information and Changes.
- By way of derogation from Article 15 of the ARN²⁰¹⁶, the Participant states that it will maintain its Tender for at least 90 calendar days.

Yes

☐

Name of Participant	
Name of legally authorised representative of Participant	
Position	
Signature	
Place and date	