



Descriptive document

pertaining to : **Advisory and specific expertise for Aviation 2**
according to a : **Public European Tender Procedure**

with reference no. : **331485 (TenderNed)**
dated : **16th March 2022**
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Definitions

In addition to the definitions as described in the Dutch Public Procurement Act 2012, the following definitions will apply:

Contracting Authority

The Kingdom of the Netherlands, more specifically the Dutch Ministry of Infrastructure and Water Management (IenW).

Tender documents

All documents published or made available to Tenderers by the Contracting Authority for the purpose of this Tender Procedure.

Dutch Public Procurement Act 2012 (PPA 2012)

The Act of 1 November 2012. The Public Procurement Act 2012 can be downloaded at <https://wetten.overheid.nl>.

Descriptive document

The present document from the Contracting Authority, including Annexes, dated 16-03-2022 with TenderNed reference **331485**, describing and explaining participation in the Framework Agreement regarding the provision of Services during a specified period, the Tender Procedure to be followed and the eligibility and awarding criteria.

Annex(es)

An annex to one of the Tender Documents. Annexes form an integral part of the Tender Documents.

Combination

A partnership of entrepreneurs set up for the purpose of providing the supplies and/or Services requested in this Tender Procedure. A Combination will submit a single joint Tender.

Combination Member

A private individual or legal entity participating in a Combination.

Services

The work to be performed by the Contractor in the field of the requested services, on the basis of a Further Agreement for the Client, to be entered into under the Framework Agreement(s).

Requirements

The regulations and requirements set in respect of the requested supplies and/or Services. A Tender not meeting a Requirement will be invalid (knock-out criterion).

Candidate

The company (or Combination) which on the basis of this Descriptive document registers an interest in submitting a Tender.



Eligibility Requirements

The requirements against which the eligibility of the Tenderer to perform the Contract will be assessed. A Tender not meeting an Eligibility Requirement will be invalid (knock-out criterion).

Award criterion

The award criterion used by the Contracting Authority is Best Value for Money (BVM). BVM was previously known as Most Economically Advantageous Tender (MEAT).

Main Contractor

Entrepreneur entering into the Framework Agreement with the Client, directly.

Tenderer

Entrepreneur who has submitted a tender for the purposes of this Tender Procedure.

Tender

The proposal submitted by the Tenderer for the purpose of this European Tender Procedure.

Mini competition

The selection procedure within the Framework Agreement to be entered into to arrive at a Further Agreement.

Further Proposal

An offer to provide Services issued by the Contractor to the Client in response to a Further Request for Proposal from a Participant, for a Contract to be awarded pursuant to the Framework Agreement.

Further Request for Proposal

An invitation by the Client under the Framework Agreement to the Framework Contractors to issue a Further Proposal for a Contract for the provision of Services.

Further Agreement

A separate written agreement (contract) between the Client and the Contractor on the basis of which, during the term of the Framework Agreement, the Client can issue contracts to the Contractor for the provision of Services.

Information Memorandum

Document answering questions from Tenderers and/or providing clarification of the Descriptive document if applicable, the Compulsory Forms for Completion or any other Tender Documents. The Information Memorandum will form an integral and binding part of the Tender Documents.

Subcontractor

An entrepreneur who on behalf of a Main Contractor undertakes to implement a specified element of the implementation of the Framework Agreement.

Contract

The provision of advisory services and specific expertise within aviation.

**Client**

The Kingdom of the Netherlands, represented by the Minister of Infrastructure and Water Management, entering into a Framework Agreement with the Contractor in the context of this Tender Procedure.

Contractor

The winning Tenderer with whom the Client enters into a Framework Agreement in the context of this Tender Procedure.

Framework Contractor

The Tenderer(s) with whom a Framework Agreement is entered into in the context of this Tender Procedure.

Framework Agreement

A written agreement entered into with the winning Tenderer(s) of this European Tender Procedure, setting forth the terms and conditions relating to the present European Tender Procedure, under which, through the Further Agreement(s) the individual contract(s) will be performed.

Sub-Award Criteria

Further elaboration of the Award criterion. The criteria that determine which Tender is assessed as BVM.

Grounds for Exclusion

The grounds for exclusion from participation as set forth in Articles 2.86 and 2.87 of the PPA 2012, also listed in part III of the ESPD.

European Single Procurement Document (ESPD)

In the European Single Procurement Document, as adopted by the Dutch Ministry of Economic Affairs, Tenderers are to indicate that they satisfy the conditions set in respect of the Grounds for Exclusion, Eligibility Requirements, technical specifications and implementation conditions. In order to limit the administrative burden, the Contracting Authority may request the evidence from the winning Tenderer(s) in the verification phase.

Compulsory Forms for Completion

Annex 1 to the Descriptive document in which the conditions are to be accepted and Requirements and questions are to be answered. The Compulsory Forms for Completion also include questions relating to the Tenderer.

Conditions

The general terms and conditions governing this Framework Agreement, namely the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018). Own terms and conditions (of purchase) of the Tenderer will not be accepted and will result in rejection of the Tender.

Waiting room agreement

Written agreement between the Client and the 1st rejected Tenderer, and subsequently with the 2nd and 3rd etc.) in which the terms and conditions are laid down with regard to this so-called waiting room construction. This Tenderer will be placed in the 'waiting room'.



1. Introduction

Before you is the Descriptive document for the Public European Tender Procedure pertaining to advisory and specific expertise for Aviation (2) for the Directorate for Aviation and the Programme Directorate for Aviation of the Directorate-General for Civil Aviation and Maritime Affairs of the Contracting Authority. This European Tender Procedure is undertaken by the Ministry of Infrastructure and Water Management (IenW).

The future Framework Agreement is the successor to the current Framework Agreement for Advisory and specific expertise for Aviation. The purpose of this Descriptive document is to give Candidates an insight into the need for advisory and specific expertise for aviation, and the Tender Procedure to be followed, so that Candidates are able to submit an appropriate and market-conforming offer to the Contracting Authority.

All details and figures mentioned in this Tender Document must be considered indicative. No rights or obligations may be derived from these data.

1.1 Purpose

The Contracting Authority intends to enter into a Framework Agreement with multiple parties offering sufficient expertise in the field of advisory and specific expertise for aviation, in respect of various sub items within airport and aviation advice.

A Framework Agreement will offer the Ministry a way to work together with specialist market parties in a prepared and structured manner, on formulating an aviation and airport policy.

Tenderers who satisfy the Eligibility Requirements, the Grounds for Exclusion, the Schedule of Requirements, the implementation conditions and Tenderers (a maximum number per lot) who have submitted a Tender with the BVM (in this case the Tenderers with the highest overall score for the Sub-Award Criteria), will enter the Framework Agreement.

1.2 Form, term of the Framework Agreement and Conditions

For these Services, a Framework Agreement has been selected. The purpose of the Framework Agreement is to create a contractual framework with multiple Framework Contractors to efficiently arrive at Further Agreements for the performance of the requested services. For the actual placement of Contracts under the Framework Agreement, Further Agreements will be entered into. These Further Agreements (below or above the threshold value) therefore need not be separately (European) tendered.

The initial term of the Framework Agreement is three (3) years, after which the Framework Agreement can be renewed unilaterally by the Contracting Authority on one (1) occasion, under unchanged Conditions, for a maximum term of one (1) year.



The Framework Agreement will be governed by the Conditions. Own (purchase) conditions of the Tenderer will not be accepted and if the Tenderer declares its own (purchase) conditions to be applicable, this will result in rejection of the Tender.

1.3 Amalgamation / Division into lots

Having regard to Article 1.5.3 of the Public Procurement Act, the Contracting Authority has made a very careful proposal for a division into lots which will make the service available to various parties that offer the best quality for each individual sub area. For this Framework Agreement, it has been decided to make a division into lots, because the requested services can be categorised under various areas of expertise in which various agencies have specialised. We invite Candidates to tender in a combination that suits them, either in a partnership or independently. In this way, the Contracting Authority intends to organise a flexible working relationship.

Tenderers may tender for more than one lot. Tenders will be assessed for each individual lot. For each lot, a maximum number of parties will be contracted. This is discussed further in section 1.4 below.

The Contract does not unnecessarily amalgamate the advisory service for the Ministry in the aviation domain: It only regards procurement of policy-specific advice and applied knowledge which requires knowledge of aviation or the aviation domain.

Generic services, e.g. for interim management, financial advice or (not exhaustive) organisational advice) are structured in government-wide contracts, and generic policy advice on subjects of the Ministry of Infrastructure and Water Management is organised in the Framework Agreement on Policy Advisory Services.

Subject		Type of service
Lot 1	Aviation safety and security	Specific policy expertise and policy-supporting research and advice
Lot 2	Well-connected Netherlands	
Lot 3	Healthy, attractive environment	
Lot 4	Sustainable aviation	
Lot 5	Integrated mobility approach and capacity	
Lot 6	Innovation and unmanned aviation	
Lot 7	Blue for policy	Policy-supporting advice in the aviation domain
Lot 8	Environmental management	

In order to use the full depth of a field of knowledge, while at the same time also serving the various fields of knowledge, a lot has been set up for each area of expertise for Specific Policy Expertise and Policy-supporting Research and Advice, namely lots 1 to 6 inclusive. This expertise can be used for new policy, existing policy or (future-oriented) adjustment of existing policies.

The *monitoring* of ex ante evaluations by an external expert also comes under specific policy expertise.



As stated above, the Contracting Authority intends to contract the best experts for each lot.

For lots 7 and 8, it has been opted to contract more generic advice in the aviation domain by way of Policy-supporting advice in the aviation domain. Knowledge of the market teaches us that various agencies offer various quality levels on these two forms of advice. The Contracting Authority wishes to keep the selection of parties and the contract-awarding process clear, by distinguishing various aspects of expertise.

1.4 Number of parties to be contracted

The Contracting Authority will enforce a maximum number of Framework Contractors per lot. The maximum number of Tenderers as indicated in the table that achieve the highest score on the (Sub) award criteria will be admitted to the Framework Agreement.

Lot	Description	Maximum number of contractors
1.	Aviation safety and security	7
2.	Well-connected Netherlands	5
3.	A healthy and attractive environment	7
4.	Sustainable aviation	6
5.	Integrated mobility approach and capacity	7
6.	Innovation and unmanned aviation	7
7.	Blue for policy	7
8.	Environmental management	7

1.5 Contract value

The total Contract value for the entire term (total maximum 4 years) for the Framework Agreement for all lots is estimated at €102,800,000 (excluding VAT) (for details see the table below). This amount is indicative only. Tenderers/Contractors cannot derive any rights and/or obligations from this amount.

With a view to political, economic, budgetary, administrative or organisational developments within the Contracting Authority and the related shrinkage or growth of the Client, or the position and tasks of the Client within Central Government, it is possible that the provision of services on the demand side of the Framework Agreement will change.



Advisory and specific expertise for aviation (2)

Lot	Description	Estimation per year
1.	Aviation safety and security	€1,600,000
2.	Well-connected Netherlands	€600,000
3.	A healthy and attractive environment	€6,500,000
4.	Sustainable aviation	€1,500,000
5.	Integrated mobility approach and capacity	€7,500,000
6.	Innovation and unmanned aviation	€2,500,000
7.	Blue for policy	€3,500,000
8.	Environmental management	€2,000,000
Total budget estimate per year		€25,700,000

1.6 Award criterion

Tenders will be assessed on the basis of the award criterion Best Value for Money (BVM) and as such will focus on the value for money offered. In the case of BVM, formerly Most Economically Advantageous Tender (MEAT), in addition to price, other criteria may also be considered. Tenders will be assessed according to a number of (sub) award criteria further elaborated in section 6.3.

1.7 Contacts

The contacts for this tender procedure will be:

Primary contact	Deputy contact
Paul Peek	Jenny Wang
Procurement advisor	Procurement advisor

All communication and the submission of documents in respect of this Tender Procedure will run exclusively through TenderNed. Tenders and questions received by email will be deemed not to have been submitted/posed.



2. Description of the organisation

2.1 Description of the Ministry of Infrastructure and Water Management (IenW)

The Ministry of Infrastructure and Water Management (IenW) is committed to quality of life and accessibility, with free flow in a well laid-out, clean and safe environment. The Ministry of IenW works on powerful connections by road, rail, water and air, provides protection against flooding and promotes the quality of air and water. The Ministry develops innovative policy and is responsible for execution and enforcement. IenW is working to make the Netherlands an accessible and safe country, with a good quality of life.

For further information about IenW, consult the website <http://www.rijksoverheid.nl/ministeries/ienm>.

2.2 Directorate for Aviation

The Directorate for Aviation operates nationally and internationally in ensuring safe, sustainable and competitive aviation in, from and to the Netherlands, in accordance with the Civil Aviation Policy Memorandum 2020-2050. Under the title '**Verantwoord vliegen naar 2050**' (**Towards a sustainable transport system 2050**), a course has been set that focuses not on the quantity but the quality of public interests. These public interests are safety, connectivity, environmental quality and sustainability.

Within this new roadmap, based on the principles of 'Smart and Sustainable', the civil aviation sector can earn space for further development by reducing nuisance and environmental impact, and demonstrably becoming quieter and less polluting. It is the role of the Directorate for Aviation to steer towards an optimum balance between the public interests. Both the interests of residents around the national airports and the economic interests of the civil aviation sector are elements of the (international) environment in which the Directorate for Aviation operates.

The Directorate employs a dedicated staff of around 140 experts in departments, programmes and projects. The Directorate for Aviation is divided into five (5) departments in the line organisation:

1. Aviation safety
2. International Accessibility
3. Sustainable Aviation
4. Airspace and Regional Airports
5. Management and Environment

In addition to the line organisation, the Directorate also includes the Aviation Programme, comprising five (5) projects:

1. Environmental quality project
2. Airspace review project
3. Schiphol project
4. Lelystad project
5. Unmanned Aviation project



2.3 Coalition Agreement 2021-2025

Looking out for each other, looking ahead to the future

- At local level, we will encourage possibilities for public participation and citizens' initiatives, including a right to challenge, whereby people have the possibility of taking over public tasks from municipal authorities, with the necessary public funding.
- We will make binding, customised agreements with the 10 to 20 biggest emitters of greenhouse gases, taking account of the connections between companies in industrial clusters. These customised agreements will be based on reciprocity, with the government facilitating the new energy infrastructure and entering into agreements stipulating ambitious sustainability goals. We will also make agreements with these companies on long-term investments in the Netherlands, on co-investment in training, on good employment practice and on the quality of the living environment.

Mobility, aviation and shipping

- Thanks to Amsterdam Schiphol Airport, the Netherlands has excellent connections by air with the rest of the world. Schiphol also provides many jobs both directly and indirectly. It helps to make the Netherlands an attractive base for multinational companies. We want to preserve this important hub function. At the same time, we must consider the need to reduce the negative impacts of aviation on people and the environment.
- The vicinity of the airport faces various challenges associated with emissions of nitrogen, fine and ultrafine particulates, noise pollution, quality of life, safety and housing. These demand an integrated solution that will provide certainty and a prospect both for Schiphol in its role as a transport hub and for the surrounding area. The government will take decisions on these issues and on the opening of Lelystad airport and the new low-altitude approach routes will take place in 2022.
- We intend to radically reduce emissions from the mobility sector. This sector has achieved the least emissions reduction since 1990. If aviation and shipping are included, transport emissions have in fact increased. Reducing emissions is vital if the climate goals are to be achieved and air quality is to be improved.
- We will also take steps to make aviation fuels more sustainable. To make the aviation and shipping sectors greener, we will for example invest in the development and production of synthetic kerosene in the Netherlands. The Netherlands could play a pioneering role in this.
- We support the European Commission's proposals for a tax on kerosene at EU level. We also support the proposals for greener shipping.
- The Netherlands takes the view that leakage effects should be prevented as far as possible. The availability of shore-side electricity will also be expanded.
- We will continue with our proposals to increase sustainability put forward in the *Luchtvaartnota 2020-2050 "Verantwoord vliegen naar 2050"* (Civil Aviation Policy Memorandum 2020-2050 'Towards a sustainable air transport system 2050') (2020), including emission ceilings for airports. We will increase the flight tax and part of the revenue will be used to make aviation more sustainable and reduce its impact on the living environment.
- The deadline for achieving the goals of new legislation on reducing nitrogen deposition and improving the natural environment will be brought forward from 2035 to 2030, in line with the recommendation of the Advisory Committee on Nitrogen Pollution (the Remkes Committee), that every sector make a proportionate contribution to reducing nitrogen emissions. On a European scale, too, the government will strive for nitrogen reduction.



3. Description of the Contract

3.1 Background and purpose

The Directorate for Aviation frequently needs advisory services from experts in specific fields of knowledge related to aviation. The current Framework Agreement for 'Advisory and specific expertise Aviation' was tendered in 2019, but the scope of this Framework Agreement has been exceeded. Framework Agreements the scope of which has been exceeded are no longer effective.

The aim of the Framework Agreement is to organise a flexible working relationship with external experts. The purpose of the Tender Procedure is to enter into Framework Agreements with experts in the aviation domain for;

- 1) specific policy expertise and policy-supporting research and advice;
- 2) policy-supporting advice in the aviation domain;
- 3) the hiring of flexible capacity;
- 4) policy evaluation (research) and results-oriented counter expertise.

In this way, the Directorate for Aviation will be able to address various agencies and experts in respect of their expertise, directly and in an organised and structured manner, so as to jointly safeguard the quality of the expertise and to support and facilitate the cooperation among the experts of the Directorate and their external experts.

3.1.1 International expertise

The Client wishes to emphasise the importance of up-to-date knowledge of international arrangements, best practices and laws and regulations, across the areas of expertise. Aviation is a perfect example of a cross-border domain, in which advice for policy issues particularly benefits from such knowledge.

3.1.2 Division into lots

A Contract must be divided into lots, unless it is deemed inappropriate (Article 1.5 (3) PPA). For this Framework Agreement, it has been decided to make a division into lots, because the requested services can be categorised under various areas of expertise in which various agencies have specialised. We invite interested parties to submit a Tender in a combination that suits them, either in a partnership or independently. In this way, the Contracting Authority intends to organise a flexible working relationship.

Tenderers may tender for more than one lot. Tenders will be assessed for each individual lot. For each lot, a tenderer must submit a complete tender with a separate ESPD for each lot.



3.2 Needs determination and scope of the services

The aviation domain is typically subdivided into various areas of expertise, such as technical measurements and calculations and economic analyses or aviation safety, in which policy issues often require a multidisciplinary approach. In addition to a 'line organisation', the Directorate for Aviation also has a programme organisation. The programmes focus on a subject from a multidisciplinary perspective.

3.3 Lot descriptions

The sections below describe the content of the requested services in the lots. Chapter 6 Assessment procedure describes how the awarding process will function.

Aviation advisory services are based on a strong demand for knowledge from the domain. To maximise the efficiency according to which the expertise is utilised, the Client has attempted to establish a logical and clear division into lots.

Depending on the procurement requirements, the Client will determine whether Further requests for proposal will be issued on the basis of a result obligation (deliverable products) or best efforts obligation (insourcing).

	Subject	Type of service
Lot 1	Aviation safety and security	Specific policy expertise and policy-supporting research and advice
Lot 2	Well-connected Netherlands	
Lot 3	Healthy, attractive environment	
Lot 4	Sustainable aviation	
Lot 5	Integrated mobility approach and capacity	
Lot 6	Innovation and unmanned aviation	
Lot 7	Blue for policy	Policy-supporting advice in the aviation domain
Lot 8	Environmental management	

All information surrounding the Aviation Note can be found at the attached [link](https://www.luchtvaartindetekomst.nl/ontwikkeling+luchtvaart/default.aspx):
<https://www.luchtvaartindetekomst.nl/ontwikkeling+luchtvaart/default.aspx>

3.3.1 Lot 1: Aviation safety and security

Safety and security remains the number one priority in aviation. As a result, flying remains one of the safest forms of transport. The Netherlands is constantly striving to improve the safety and security of aviation. Achieving an even better understanding and management of the risks in advance and cooperation in integrated safety management are key contributing elements. The ambition is to achieve zero accidents in Dutch aviation.

Safety and security comprises the following focus areas:

- *Safeguarding national security.* In the framework of public health, it is vital to be well prepared for preventing and managing health-related disasters in aviation, and if possible preventing the worldwide spread of viruses.
- *Safeguarding secured airspace and airports.* Airports, airlines and other parties have individual responsibility for protecting their critical systems as effectively as possible. The Dutch Central Government has system responsibility and ensures that



these parties effectively live up to their responsibility. Since the disaster with MH17, the Netherlands has worked hard to better manage the risks of overflying and flying near conflict zones.

- *Safeguarding flight safety.* Based on the international frameworks issued by ICAO and EASA, IenW is continuously working to improve flight safety. The Netherlands is constantly reinforcing its aviation safety system and wishes to be among the best-performing member states. A key element of this is implementing and maintaining a national safety management system as laid down in the Netherlands Aviation Safety Programme (NLVP). Examples of projects for which external expertise is required are the implementation of safety analyses and the monitoring of the functioning of the safety system. Expertise is also required for implementing actions from the Dutch Action Plan for Aviation Safety for managing national safety and security risks, such as preventing bird strikes and airspace violations.

With regard to unmanned aviation, IenW needs to identify and develop a new approach to safety thinking in order to successfully manage the development of unmanned aviation over the coming years. In order to remain adaptive in this connection, it is valuable to work alongside research agencies that can contribute a new perspective (learning from new developments or other systems) in the safety chain for drones.

- *Safeguarding environmental safety.* The risk of aviation accidents is greater in and around airports, than elsewhere in airspace. If an accident should happen, Central Government mitigates the consequences as far as possible. For example with rules regarding housing, offices and wind turbines.

3.3.2 Lot 2: Well-connected Netherlands

This lot relates to international accessibility of the Netherlands and the economic aspects of aviation. In the Civil Aviation Policy Memorandum 2020-2050, the ambition was expressed to ensure that the Netherlands remains internationally well connected in the long term, with places in the world important to the Netherlands. The worldwide accessibility for passengers and goods makes a major contribution to our prosperity and wellbeing. Dutch consumers and businesses can easily travel abroad for business, study, family visits and holidays. It will be no easy task to fulfil this future vision. The challenges in the field of safety and security, climate and environment after all have consequences for the development of aviation.

As a result of the COVID-19 crisis, to a large extent, aviation was temporarily shut down. The pace at which aviation will recover from this crisis is uncertain. There is also uncertainty about the capacity of Dutch airports. The new coalition agreement contains an undertaking to consider these aspects in combination.

The recovery of aviation is important for the Dutch economy and employment situation. Shortages are once again expected to emerge in Dutch airports, as was the case prior to the COVID-19 crisis. Central Government will assess the demand for aviation the Netherlands wishes to accommodate, and where necessary and possible will steer towards network quality.

This lot calls for policy expertise and support research in the themes of accessibility and economy. The major challenges lie in the following fields:

- Economic and prosperity analyses
- Accessibility in relation to the establishment climate
- Airport charges and taxes



- Market regulation issues
- Slot regulation
- Transport developments and benchmarking
- Network analyses and monitoring
- Aviation policy issues
- Air-rail substitution
- Passenger rights
- Labour market issues and working conditions
- Accessibility of the Caribbean Netherlands

Advice on and implementation of social cost-benefit analyses (SCBA) will be dealt with under the heading prosperity analyses. The lot will include policy evaluations and counter expertise. A common element of the studies will include requests for forecasts and the development of scenarios.

3.3.3 Lot 3: A healthy and attractive environment

One of the key public interests in the Civil Aviation Policy Memorandum 2020-2050 is improving environmental quality.

'Environmental quality' in this framework should be taken to mean: the condition of the local and regional environment for airports and areas below flight routes, and their influence on health and attractiveness for people and nature, and the influence of aviation on these aspects.

The aim with regard to the public interest of environmental quality is to achieve a healthy and attractive living environment for people and nature. The aim is to achieve this goal by mitigating the negative health effects of aviation, in particular noise nuisance and substance emissions (with the exception of CO₂).

To fulfil the ambitions with regard to improving the quality of the environment around airports, the Directorate for Aviation has launched an Environmental Quality programme. This programme will work towards a new policy system of standards and measures that together should demonstrably reduce the negative impact of aviation on the environment, and that ties in with the perceptions of people living close to airports. This will be achieved within three policy themes: aircraft noise, substance emissions by aviation and spatial quality in the vicinity of airports.

At the end of 2020, recommendations by Pieter van Geel were published regarding a future consultation and governance model for quality of life-related issues in and around Schiphol. This recommendation calls for the development of a basic level of quality of life in and around Schiphol, to ensure individual protection for local residents. This ties in with the broader social context of focusing greater attention on the human scale in policy, and safeguarding the protection of the individual. The aim is to create space for the protection of individuals within the policy development.

The generic policy from the environmental quality programme will be elaborated for Schiphol and the regional airports of national importance, and will be laid down in airport (traffic) regulatory enforcement decisions. This specific elaboration and registration will take place within the projects Schiphol, Lelystad Airport and the Airspace and regional airport departments of the Directorate for Aviation.

Part of the process for the adoption of airport (traffic) regulatory enforcement decisions is the drawing up by the airports of environmental impact assessments (EIA). The role of competent authority for the EIA within IenW is fulfilled by the Directorate General



Environment and International (DGMI). Based on that role, within this lot, DGMI may also issue contracts.

The Directorate for Aviation itself may also develop the need for drawing up a strategic environmental assessment (SEA).

Requested expertise

The requested services relate both to generic policy development and specific questions relating to the various airports, and cover the complete scope of environmental quality.

The requested expertise is diverse. It not only relates to expertise in the field of aircraft noise and aviation emissions, but also to knowledge of spatial developments and the living environment (e.g. Environment and Planning Act and NOVI) in and around airports. The Contracting Authority encourages cooperation and emphasises the need for an integrated approach in advice on this lot. The Client has a clear need for specialist knowledge with regard to regulations, technology and the specific methods for calculating values and the skill base to deal with the interplay between the various facets, and to approach the aspects from the environmental viewpoint.

Counter expertise and policy evaluation

The negative impact of aviation on health is high on the political and social agenda, and calculations and calculation methods are often the subject of discussion. As a result, within this lot, the need to carry out counter expertise and policy evaluation will be commonplace. Expertise of the various aspects of environmental quality will be called for. It goes without saying that this work must be carried out independently. Counter expertise will always have to be undertaken by a different party from the party that conducted the original analysis or contract. This applies both to contracts under the Framework Agreement and for example for contracts undertaken in the framework of an EIA procedure for the initiator. The 'contractor' must be able to demonstrate independence, to avoid any appearance of conflict of interests.

Examples of contracts:

- Project-specific calculations in the field of noise, external safety and substance emissions
- Advice on ultra-fine particulate matter
- Effect studies into a variety of policy options on the reduction of noise nuisance
- Initial research into individual protection
- Effect calculations for mitigating measures with regard to housing
- Advice on spatial policy in relation to aviation (LIB/LHB)
- Advice and calculations for airport EIA
- Drawing up of EIA (plan)

3.3.4 Lot 4: Sustainable aviation

The aviation industry worldwide is facing the challenge of turning around the growing emission of greenhouse gases into a reduction, in the framework of the temperature goals of the Paris Climate Agreement. The Netherlands is a leader in elaborating and implementing an approach at national, European and global (ICAO) level, as described in the Civil Aviation Policy Memorandum 2020-2050 and the coalition agreement. The central focus is on CO₂ emission from international air transport, but there are also goals and measures being prepared for emissions from small/domestic aviation and airports, and an approach is being formulated for non-CO₂ effects (such as contrails).



As a rule, in studies, the approach to these emissions is divided into four main elements:

1. Technology
2. Fuels
3. Operations
4. Economic measures

The first three elements relate to reduction within the sector itself, the area in which government priority lies. The fourth element also relates to compensation of emissions in other sectors, for example the EU ETS and CORSIA. Outside these elements, it is possible to make flying more expensive via taxes and charges (and to allocate the revenue for more sustainable flying), for encouraging alternatives including train travel and for giving citizens and businesses a greater insight into the emissions generated by their travel. Of a completely different order is the CO₂ ceiling elaborated by the government, according to which the adopted CO₂ reduction targets for flights from the Netherlands must be secured.

This lot relates to all aspects of the approach to greenhouse gas emissions from aviation. The Contracting Authority is particularly interested in tenders that demonstrate broad and in-depth knowledge of national, European and global aspects of this approach, and that make use of knowledge and experience of both policy and research methods and models from other major aviation countries.

Counter expertise and policy evaluation

Greenhouse gas emissions from aviation are high on the political and social agenda, and calculations and calculation methods are often the subject of discussion. As a result, within this lot, the need to carry out counter expertise and policy evaluation will be commonplace. Expertise of the various aspects of sustainability will be called for. It goes without saying that this work must be carried out independently. Counter expertise will always have to be undertaken by a different party from the party that conducted the original analysis or contract. This applies both to contracts under the Framework Agreement and for example for contracts undertaken in the framework of an EIA procedure for the initiator. The 'contractor' must be able to demonstrate independence, to avoid any appearance of conflict of interests.

Examples of contracts:

- Integrated effect studies policy variants CO₂ ceiling
- Research into available raw materials for national blending targets
- Study into the costs of fit-for-55 for Dutch aviation
- Monitor for ground-based (airport) emissions
- Study into the role of aromatic hydrocarbons in fuels in non-CO₂ emissions
- Masterplan electric flight for the Caribbean
- Counter expertise climate aspects EIA

3.3.5 Lot 5: Integrated mobility approach and capacity

Central Government is aiming for a transition to an integrated mobility approach whereby aviation delivers the optimum contribution to the sustainable economic earning potential of the Netherlands and the challenges facing the Netherlands in a variety of domains. As a consequence of the COVID-19 crisis, the demand for international mobility is currently low. Air traffic is expected to recover in the longer term. Together with challenges relating to public interests concerning the quality of the environment and sustainability, the question remains what will be the consequences for (utilising) the available capacity in the air and on the ground.



Capacity of Schiphol and regional airports of national importance

The Civil Aviation Policy Memorandum 2020-2050 describes how the various airports need to develop. For Schiphol, a selective development is predicted as a hub for mainport traffic, whereby Lelystad can take over part of the function for non-mainport traffic. The other regional airports of national importance primarily play a role for the regions in which they are located.

For those airports, regional investigations will be conducted involving stakeholders from the region, to determine which development perspectives are feasible and enjoy sufficient support. The Civil Aviation Policy Memorandum also states that Schiphol and the regional airports wish to cooperate more closely, in particular with regard to how their capacity can better be used in a complementary manner.

The need for expertise in this lot relates to the selective development of Schiphol in conjunction with the development of Lelystad. Also the (regional) development of the other regional airports of national importance (including the military airbase in Eindhoven, with its combined civilian use). The expertise sought is therefore in the field of noise standards for airports, connectivity, landside access for airports, spatial reservations and spatial policy around airports, the enforcement system, procedures for airport development, traffic division regulations, airport policy in the EU, the legal aspects of airport decrees (including the legal anchoring of policy in airport decrees) and support in the vision procedures.

Examples of contracts are:

- Schiphol strategic vision roadmap
- Airport cooperation roadmap
- Analyses of the possibilities for fleet renewal and relevance for noise burdens
- Airport layout
- Airport selection behaviour
- Landside access (road, rail, regional public transport, bicycle)

Airspace capacity

The expertise requirement in this section of the lot relates to knowledge and advice on operational air traffic control concepts, airspace structures and routes, as well as the use of the airspace, accessibility by air through optimum use of both the Dutch and European airspace, an increase in capacity of the airspace, optimum layout of the international airspace and the Dutch contribution, FABEC, LVNL, aviation meteorology, Maastricht Upper Area Control Centre (MUAC), promotion of civil and military partnerships and the selective and targeted accommodation of the airspace requirements of General Aviation. This latter means, among others, the realisation of cost-efficient air traffic control. This work field concerns a shared responsibility of IenW and the Ministry of Defence.

A specific task regards the review of Dutch airspace. This concerns:

- expanding the civil capacity in the airspace and more efficient use of the airspace for all airspace users;
- realising adequate training and education opportunities for the air force, army, navy and military constabulary tailored to operational concepts of the armed forces; including the accessibility of military airports;
- minimising the impact on the environment including reduction of noise nuisance and CO2 emissions, as far as possible.



Examples of contracts for airspace are:

- Adapting the work process for airspace changes
- Developing an improvement proposal for air space management (ASM)
- Route network analyses
- International quick scan for Airspace review
- Analysis of opportunities for route changes for Schiphol and regional airports
- Analysis of the governance of airspace, both national and international
- Analysis of the effects of airspace on specific user groups
- Analysis of measures for an integrated approach to lower airspace

3.3.6 Lot 6: Innovation and unmanned aviation

The Civil Aviation Policy Memorandum states that IenW wishes to grant space to unmanned aircraft and to facilitate innovative technology and services. This must take place safely. With that in mind, a new traffic control system (U-space) will be introduced for unmanned aircraft. Aviation cannot be seen in isolation from other forms of mobility. New mobility providers and online platforms will emerge that offer mobility in the air as a service. In a short period of time, they will acquire an important role in the aviation sector. Innovation offers opportunities for the Dutch (aerospace) industry and employment.

Central Government will work to reinforce the international innovation ecosystem. Part of this strategy is offering space for experiments with new forms of transport. Dutch companies and knowledge institutions have an important role to play in this development. Specifically in areas where there are still few established parties, such as hybrid electric flight, unmanned aviation and renewable fuels, there is space for new parties (innovators).

As well as creating space for new aircraft, the sector also faces a serious challenge in becoming cleaner and quieter. This can for example be achieved by the addition of renewable fuels and through (hybrid) electric flight.

This lot also concerns the design of a smart and effective process for gathering and translating quantitative and qualitative information into spatial physical implications for the preparation of administrative decision making. This lot relates to all aspects of the approach to innovation and unmanned (autonomous) aviation.

Examples of contracts are:

- Vision and planning for the development of unmanned and autonomous aviation
- Future scenarios / visual concept development for unmanned autonomous flight
- Design thinking and design research for facilitating decision making
- Roadmaps in innovation and transitions
- Transition in air traffic management/systems
- Development of public business cases for innovations/unmanned flight
- Support for policy issues regarding the safety chain, enforcement and policy evaluations
- U-space: visions, analyses and subprojects and pilots
- New communication between drones (transponders, etc.)
- AI, data and security
- The integration of mobility systems (air traffic management)
- Investigations and plan studies for Urban Air Mobility/Advanced Air Mobility
- Impact and Mobility Air Service
- Renewable Fuels



- Electric Hybrid Flight

3.3.7 Lot 7: Blue for policy - realisation-driven management

Within the departments and programmes of the Directorate for Aviation, the various tasks are performed in a coherent, coordinated and controlled manner. Subject to the preconditions of time, money and quality and with a view to risk management, this provides policy information for a prudent and effective decision-making strategy.

Requested services

The policy-supporting services requested in this lot regard project and programme management, for which experience in the aviation domain is important, because although an understanding of the tasks does not determine the quality of the control, it does determine the success of that control. In other words, the context of high time pressure in a politically and publicly sensitive domain is particularly decisive for the method of project control.

Definition of policy-supporting advice: Support used for new policy, existing policy or (future-oriented) adjustment of existing policies.

The programme directorate works according to the frameworks of the Large Projects regulations and the basic model for Large Projects Control. This is a growth model, which links up to the regulations step-by-step, provided that this will contribute to the targets and the working method of the aviation projects and programmes.

This lot seeks support by project managers, project controllers, process supervisors and planners who advocate an innovative approach. An innovative approach is understood to be task-driven, adaptive and cooperative. Possible examples include:

- Milestone steering and planning management
- Scope management
- Quality management
- Document management
- Risk management

3.3.8 Lot 8: Environmental management

The eight basic principles for participation in Aviation (see box below) form the basis for environmental management at the Directorate for Aviation. The policy-supporting services requested in this lot are focused fully on environmental management. Environmental management aims among others to achieve a continuous process with the environment, and a dialogue with society on the implications of policy proposals.

The policy-supporting services requested in this lot are focused fully on environmental management: supervising a careful process; facilitating dialogue; understanding and (re)formulating arguments. In this way, the policy will be supported in a manner that allows broad participation and transparent decision making.

The goals formulated for environmental management in aviation are:

- Input from the environment in an integrated consideration process: support and a careful balancing of interests;
- Transparency; traceable and reliable government; and an
- Integrated approach: with a clear-cut story



This will be achieved on the basis of the following principles:

- All relevant stakeholders will be involved in good time.
- Stakeholders will be given sufficient information to make a meaningful contribution, and will be adequately informed and where necessary sufficiently facilitated, to ensure a level playing field.
- An approach will be developed for participation, for example described in a project plan or separate participation plan.
- The participation plan will be drawn up together with or in consultation with the stakeholders.
- The participation process will be based on an administrative (political and official) decision.
- The wishes and interests of all stakeholders (including decision makers) will be clarified and recognised.
- The contribution of all participants will be taken seriously.
- Stakeholders will be informed of how their contribution has been considered or the effect it has had.

3.4 Operation of the Framework Agreement

The future Framework Agreement will apply specifically to the Directorate-General DGLM, whereby the Directorate General DGMI may potentially also make use of the agreement.

In principle, the Client will first consult the Framework Contractors in the lot specific to the service sought. The need determiner/subject expert will decide to which lot the contract relates, for each Further Agreement. For contracts with a value of less than €50,000 excluding VAT, the Client can approach one of the Framework Contractors directly. If the offers from the Framework Contractors do not satisfy the requirements imposed or if the offers are not forthcoming or are deficient in some other manner (for example due to a lack of expertise or capacity), the Client is entitled to approach other parties outside the Framework Agreement to issue a proposal.

The Client also points out that it is under no circumstances required to award the contracts: it can at any time opt to not have the contracts performed, or to have them performed by its own employees. Moreover, the Client reserves the right, in incidental cases, for example a possible conflict of interest, in the event of escalation(s) accepted by the Director General (DG) and/or in the event of strictly confidential or secret contracts, to deviate from this procedure.

If the Further Agreement falls within the scope of the Framework Agreement, the Framework Agreement will be employed. If the Framework Agreement is used, a distinction may be made between (for the time being) five possibilities:

1. Contracts with a total value of less than €50,000.00 (excluding VAT)

If the Contract falls within the scope of the Framework Agreement, the Contract will be awarded according to the Conditions of this Framework Agreement, whereby it is sufficient to address a single request for proposal to a single Contractor within the selected lot.

2. Contracts with a total value from €50,000.00 (excluding VAT) upwards

For contracts with a value of €50,000 excluding VAT upwards, a mini competition will be held with all contracted parties within a specific lot. All contracted parties in the lot will be invited by means of a Further Request for Proposal



to submit a proposal. For all lots (if desired) a further survey of interest will be conducted with all Contractors before the definitive request for a proposal is sent to all interested parties, after which those parties will submit a proposal. For the sake of completeness, it should be noted that no rights may be derived from the sending of a survey of interests (including but not restricted to the actual conducting of a mini competition).

3. Urgent contracts

In the case of contracts that must be carried out urgently, the Client may deviate from the procedures described above, and in consultation with suppliers, the deadlines laid down in the Schedule of Requirements may be deviated from. All participants in the lot in question will be informed by the Client following the awarding of an urgent contract.

4. Contracts designated as departmental confidential

Contracts that are designated departmental confidential are subject to a non-standard procedure. The Client will reach agreements with the supplier on the procurement procedure and following awarding of the contract, will inform all participants within the lot in question.

5. Amended mini competitions

Contrary to the procedure as described in section 2, following internal decision making, the Client can deem it more effective to organize a mini competition in a revised form. In this context, possibilities include a procedure where parties are permitted (never obliged) to cooperate with competitors (contrary to the regular approach of 'acting in competition' with one another).

A revised form of mini competition will always be preceded by a consultation with the affected parties, in which the intention will be discussed in order for the parties to respond and/or offer suggestions. If the Client decides to organize a revised mini competition additional procedures will be put in place in order to secure an effective procedure. The decision to make use of a revised mini competition will solely be a made by the Client. It is expected that deviations of the traditional procedure (as described in section 2) won't be common practice.

3.4.1 Waiting Room agreement

If the Framework Agreement is dissolved with the Framework Contractor in question, the Waiting Room construction will come into effect. The first waiting party in the waiting room will then receive notice from IenW to enter this Framework Agreement. The waiting room construction will remain in force throughout the entire term of the Framework Agreement.

3.4.2 Sustainability and SROI

The sustainability criteria that apply in relation to this European Tender Procedure in the implementation conditions are as follows:

- Each year, suppliers will allocate 2.5% of the turnover invoiced by them and paid by IenW as their contribution to SROI. The implementation conditions regarding SROI are elaborated in the Schedule of Requirements.
- The services to be purchased are classified as high-quality and knowledge-intensive services. The focus of the SRP activities for this Tender procedure is therefore on 'the sharing of knowledge with a view to contributing to a more sustainable society'. The related implementation requirements will be elaborated in the Schedule of Requirements.



3.4.3 Social conditions

With regard to the social conditions, a special condition will be imposed on the implementation of the Contract as outlined in Annex 11 'Social conditions 2014' that forms an integral part of the Agreement. The Tenderer is not required to enclose this

Annex completed and signed with its Tender. Nonetheless, by submitting a Tender, the Tenderer expresses its agreement with Annex 11 and will confirm that if the Framework Agreement is entered into with the Tenderer, it will complete and sign this Annex upon Contract signing, and if relevant, will present the required Annexes to the Client.

3.4.4 Variations

Submission of variations in respect of this Contract will not be permitted.



4. Tender Procedure

This Tender Procedure is implemented subject to the European Directive 2014/24/EC, as implemented in the Public Procurement Act 2012. This Tender Procedure commenced with the announcement of the Contract and the posting of the Descriptive document on TenderNed and Tender European Daily.

4.1 Public Tender Procedure

The scope of the Contract exceeds the European threshold amounts. Given the type of the contract, the character of the market, and the number of potential Tenderers, it has been decided to use the European Public Tender Procedure.

Tenderers should realise that their proposal is one-off and final upon submission of the Tender. The European Public Tender Procedure does not offer room for negotiation meetings.

4.2 Planning

The table below shows the planning for the Tender Procedure. The planning is indicative and Tenderers cannot derive any rights from it. The Contracting Authority reserves the right to adjust the planning.

Activity	Date
Publication of Descriptive document via TenderNed	16 March 2022
Information meeting (Hybrid)	23 March 2022 13:30 hours, New Babylon, The Hague
Submission of questions (first round) until no later than	29 March 2022 12:00
Mailing of Information Memorandum 1 no later than	6 April 2022
Submission of questions (second round) until no later than	15 April 2022 12:00
Mailing of Information Memorandum 2 no later than	22 April 2022
Deadline for submission of Tenders	3 May 2022: 12:00
Assessment of tenders (individual)	3 May to 13 May 2022 inclusive
Consensus on assessment	16 May to 20 May 2022 inclusive
Award advice	24 May 2022
Writing of letters (of award and rejection)	26 May to 3 June 2022 inclusive
Announcement of 'intention to award'	10 June 2022
Suspensive period (20 calendar days) until no later than	30 June 2022 24:00 (0:00)
Final award, no later than	1 July 2022
Contracting no later than	8 July 2022
Expected commencement date Framework Agreement	15 July 2022



4.3 Partnership

Registration in cooperation with other Tenderers is possible in either of two ways:

- As a Combination, in which each participant in the Combination accepts joint and several liability for full and proper performance of all the obligations vis-à-vis the Contracting Authority ensuing from the Tender Procedure, the (Framework) Agreement and any subsequent agreements.
 - o The lead of the Combination, who can act as the authorised representative vis-à-vis the Contracting Authority (the Lead Contractor), must be designated.
 - o In the event of registration as a Combination, each individual participant in the Combination must submit the ESPD.
 - o For financial data/minimum turnover/references, the data of the individual participants in the Combination may be involved in the calculation of the total business turnover and description of the references.
- In a main contractor/subcontractor structure, in which the main contractor will act as the contracting party and will be jointly and severally liable for performance of all the obligations, as well as for those obligations that are subcontracted. The Tenderer must indicate what part it will subcontract, and will also be required to provide the contact details of the subcontractor.

The Contracting Authority will be authorised to exclude the Tenderer in the event of changes to the composition of the partnership during the Tender Procedure (after submission of the Tender and before entering into the Agreement) without the prior written consent of the Contracting Authority.

Any changes by the Contractor to the composition of the partnership during the term of the Agreement will require the prior written consent of the Client.

Enterprises may tender independently, i.e. as an individual company, or in a Combination with one or more companies. A Combination will be deemed to be one single Tenderer. A company may only register once for each lot, either in a Combination or a main contractor/subcontractor structure or otherwise.

If a company tenders for a lot both independently and as a member of a Combination and/or as a main contractor, the Contracting Authority will only assess the Tender submitted by the Combination. In such event, the independent Tender will be excluded from the Tender Procedure.

A company that has tendered either independently or as a member of a Combination cannot also tender for the same lot as a subcontractor for another tenderer. Should this still occur, the Contracting Authority will only assess the Tender submitted by the other tenderer with whom a tender has been submitted as a subcontractor. The Tender submitted independently or in a Combination will then be disregarded and not assessed. The Tender submitted as a subcontractor will then be disregarded.

4.4 Intra-group relations

More Enterprises in a group may only register as Tenderer (independently, in Combination or as Subcontractor) if – at the request of the Contracting Authority –



they are able to demonstrate that they each prepared the Tender independently of the other Tenderers (including the Tenderers that form part of the same group), and complied with the confidentiality requirements.

If this cannot be demonstrated by one of the Tenderers in question, this will result in the rejection of all Tenderers that form part of the group in question.

4.5 Procedural regulations and requirements for the Tender

4.5.1 Information meeting

The Contracting Authority intends to organise an information meeting. This information meeting will, subject to reservation, take place on the date / the time mentioned in the planning, as indicated in section 4.2.

During this meeting, for all interested parties, on one occasion and simultaneously, additional information will be provided about the subject of the Tender Procedure.

A maximum of two persons may attend this information meeting on behalf of each interested party. If an interested party wishes to attend this meeting, it may register via TenderNed at the latest up to one day before the date according to the planning on which the information meeting is to be held, with the contacts, stating the name and position of the participants. The Contracting Authority cannot guarantee that interested parties who have registered too late will be able to attend the information meeting.

If no interest is demonstrated in advance of the information meeting, the Contracting Authority may decide to cancel this meeting, thereby notifying this decision via TenderNed. At the information meeting, candidates can submit questions about the presentation/explanation by the Client. Questions relating to the Tender Documents must be submitted via the Information Memorandum.

4.5.2 Information

Any questions about this Tender Procedure or substantiated textual suggestions in respect of the Framework Agreement / Waiting Room Agreement must be received by the contact for this Tender Procedure no later than the date as stated in the planning. The questions and textual suggestions must be provided via TenderNed, using the question form (see [Annex 2 Question form](#)).

The Contracting Authority reserves the right not to adopt any textual suggestions, or to adopt them subject to change, in the Agreement. Any textual suggestions which in the opinion of the Contracting Authority constitute a material change will not be accepted.

Any questions or textual suggestions not received on time (see planning) by the contact or submitted other than in accordance with the relevant provisions will not be accepted.

For the purpose of implementation of the principle of equality, all questions submitted, answers and possible clarifications will be published on TenderNed, in anonymised form in an Information Memorandum, no later than the date / time stated in the planning.

In the Information Memorandum, the Contracting Authority will also communicate if, and if so, what changes have been implemented in the Agreement. After this phase, the wording of the Agreement will be fixed.



The Information Memorandum will form an integral part of this Descriptive document and will prevail over this Descriptive document in the event of conflict.

A Tenderer can not argue against the Contracting Authority at a later stage that provisions, regulations or criteria are unclear, if the Tenderer failed to submit a question on that point.

4.5.3 Procedure for submission of the Tender

The Tender is to be submitted punctually, i.e. on or before **3 May 2022 at 12:00 hours**, in TenderNed. Any Tenders submitted after expiry of the deadline will not be assessed. The Tenderer will bear the risk of delay. Any Tenders not submitted in TenderNed will also not be assessed. **The Tender can be submitted in TenderNed only!**

Potential Tenderers that experience technical problems in TenderNed (for example are unable to log in or to submit their Tender or upload documents) may contact the TenderNed service desk, which can be reached on working days by:

- Telephone: (0800 - 836 33 76)
- Email: servicedesk@TenderNed.nl

The Tenderer will also find information about this on the following site:
<https://www.tenderned.nl/cms/contact>.

Any delays due to, e.g., the Potential Tenderer's Internet connection will be at the expense and risk of the Potential Tenderer.

In the event of a general malfunction of TenderNed, the Contracting Authority reserves the right to postpone the deadline for submission of the Tenders. The Contracting Authority is, however, not liable for any malfunctions at TenderNed.

Note: Your Tender will not be valid until the transaction code has been entered in TenderNed. That will place the Tender in the safe. If necessary, you may withdraw and change the Tender – until the time of closure of the Tender safe. The Tenderer will receive a confirmation of submission of the Tender.

Any delays due to, e.g., the Potential Tenderer's Internet connection will be at the expense and risk of the Potential Tenderer.

Note: Your Tender will not be valid until the transaction code has been entered in TenderNed. That will place the Tender in the safe. If necessary, you may withdraw and change the Tender – until the time of closure of the Tender safe. The Tenderer will receive a confirmation of submission of the Tender.



4.5.4 Deadline for submission of Tenders

The closing date stated (see planning, section 4.2) is a firm deadline. Any Tenders received late will not be accepted. The Tenderer will bear the risk of non-punctual or non-complete receipt of the Tender, for any reason whatsoever.

4.5.5 Opening of Tenders

As soon as possible after the closing date, the digital safe in TenderNed containing the Tenders received will be electronically opened. All Tenderers will automatically receive a message, by way of an official report of opening, that the digital safe containing the Tenders has been opened in TenderNed.

4.5.6 Structure of the Tender

The tender must be structured as follows:

Contents		Annex
1.	Tender letter (form free) including an extract from the Trade Register (Chamber of Commerce)	None
2.	European Single Procurement Document (ESPD)	Annex 6 ESPD
3.	Compulsory Forms for Completion	Annex 1
	1. Tenderer information 1.1 Holding details 1.1.1 Liability declaration 1.2 Statement of legal ties	Annex 1
	2. Collaboration with other enterprises 2.1 Combination 2.1.1 Combination declaration 2.2 Subcontracting 2.2.1 Description of part in subcontracting	Annex 1
	3. Approval of Tender Procedure 3.1 Declaration of conformity	Annex 1
	4. Grounds for Exclusion	Annex 1
	5. Eligibility Requirements 5.1. Economic and financial standing 5.1.1. Liability insurance for corporate liability 5.2. Technical and/or professional competence 5.2.1 References 5.2.2 Professional authority	Annex 1
4.	Compliance with Sub-Award Criteria	Annex (form free) in PDF <u>and</u> Word format

A Tender not structured in accordance with the foregoing may be declared invalid by the Contracting Authority.



Annex 1 Compulsory Forms for Completion – contains the forms for completion and the declarations described above, and must be enclosed as a separate document, with the Tender.

4.5.7 Other Conditions/Requirements

Use of compulsory forms for completion

The compulsory forms for completion added to this Descriptive document must be used in the Tender and may only be submitted in the original format as added. Failure to complete requested information and/or to respond to any of the forms may render the Tender invalid.

Signature

The Tender must be signed by the person or persons who are legally authorised to represent the organisation of the Tenderer for this Tender Procedure or have been granted power of attorney to that effect signed by a legally authorised representative of the organisation of the Tenderer.

Term of validity

Also in view of the possibility of preliminary relief proceedings being initiated against the provisional award decision, the Tenderer's Tender must remain valid for a period of at least 120 calendar days from the Tender closing date. Furthermore, in the event that preliminary relief proceedings are initiated against the provisional award decision, the Tenderer's Tender must remain valid for a period of at least 30 calendar days from the date of the decision or withdrawal of the claim.

Document ranking

In this Tender Procedure, the following document ranking applies for each Tenderer:

1. Information Memoranda to the Tender Document;
2. Descriptive document including Annexes;
3. Terms and Conditions (ARVODI-2018);
4. Tender

In the event of any contradiction between documents, on each occasion, the provisions in the document higher in the ranking will apply. In the event of any contraction within a single document, specific shall prevail above general.

Interpretation differences

Interpretation differences following submission of the proposals with regard to terminology not (formally) adopted will be interpreted according to the intentions of the Contracting Authority. The Tenderer is therefore advised to be clear in its questions during the rounds of questions provided for that purpose, and its eventual proposal. A clarification question is a discretionary authority of the Contracting Authority and the Contracting Authority can therefore not be compelled to issue clarification.

Communication

The Tender and any and all further correspondence and communication about this Tender Procedure, including the correspondence and communication exchange in the course of the Agreement, must be in the Dutch language. The Tenderer will be responsible for any translations at its own expense.

Any and all communication in respect of this Tender Procedure must run exclusively via TenderNed and be directed to the named contacts. It is not permitted to contact any



other employees of the Contracting Authority about this European Tender Procedure, unless express written consent from a contact in that respect has been received. Non-compliance with this provision may lead to exclusion.

Termination of the Tender Procedure

The Contracting Authority reserves the right to temporarily or permanently terminate all or part of the Tender Procedure and not to award the contract.

In such event, Tenderers will not be entitled to any compensation of damage or reimbursement of any costs incurred for purposes of this Tender Procedure.

Entitlement to reimbursement of costs

The preparation and issue of a Tender, including possible further information to be provided, will be free of charge to the Contracting Authority. Any costs and/or damage that may arise as a result of the non-awarding of the contract (to the Tenderer) will be at the expense and risk of the Tenderer.

Further explanation

The Contracting Authority may request the Tenderer to provide a clarification and/or additional information and to verify any information provided. The Tenderer must comply with any such request within three (3) working days. If the requested information is not provided within the term set, the Contracting Authority may decide not to accept the Tender.

Documents submitted may be refused by the Contracting Authority if, in the opinion of the Contracting Authority, they are incomplete or incorrect or have not been submitted on time.

Completeness and correctness of the Tender

It is expressly stipulated that the Tenderer itself is responsible for the completeness and correctness of its Tender. If any information provided should later prove to be incorrect and/or incomplete, the Tenderer may be excluded from further participation.

Confidentiality

The Tenderer will observe strict confidentiality in respect of any and all confidential information which is known to it or is disclosed to it by the Contracting Authority or which has been obtained in the context of the services. It will not disclose the information at its disposal to any third parties without the prior consent of the Contracting Authority. It will disclose any confidential information to its staff only to the extent necessary for purposes of submission of the Tender or performance of services within the Agreement.



Inconsistencies, inaccuracies and/or objections

This document has been prepared with the utmost care. Should the Tenderer, nevertheless, discover any inconsistencies or inaccuracies, the Tenderer must notify the Contracting Authority thereof in writing, through TenderNed and for the attention of the Contact, together with the proposals for correction and an explanation, if necessary, as soon as possible, but no later than the date and time by which any written questions must be submitted (see section 4.2 'Planning'). Any objections to all or part of this document must also be communicated by the Tenderer in writing, through TenderNed, as soon as possible, but in any event no later than the date and time by which the written questions must be submitted.

If it should subsequently turn out that the Tender Documents contain any inaccuracies, inconsistencies and/or defects, which have not been reported by the Tenderer, the Contracting Authority cannot be held liable in that respect.

Tenderers are expected to take a proactive attitude. This means that Tenderers cannot rely on any inaccuracies or inconsistencies not raised by them within the term set above, where this was reasonably possible. In such event, the Tenderer will have forfeited its rights in respect of any such inaccuracies or inconsistencies.

In the event that a Tenderer has, indeed, punctually reported any inaccuracies, inconsistencies and/or defects to the Contracting Authority, but the Contracting Authority has demonstrated that it was not of the opinion that there were any inaccuracies, inconsistencies and/or defects, or at least the Contracting Authority fails to make any adjustments or changes in that respect, the Tenderer will be required to take further action (such as preliminary relief proceedings), on pain of (again) forfeiting of the right to complain about any such inaccuracies, inconsistencies and/or defects in court (after submission of the Tender).

Tender subject to conditions and/or reservations

Any Tender submitted subject to conditions and/or reservations will be invalid. Any such Tender will be disqualified for assessment and be rejected.

Copyrights

The Contracting Authority owns the copyrights in any information provided by the Contracting Authority. Besides exceptions provided for in the Dutch Copyrights Act [Auteurswet], nothing in the Tender Documents and/or the information provided by the Contracting Authority may be reproduced (other than for purposes of submission of a Tender) by way of prints, photocopies, microfilm or otherwise, without the written consent of the Contracting Authority. Nor may the Tender Documents and/or any information provided by the Contracting Authority and/or any parts and/or elements thereof be used for any commercial purposes of any nature whatsoever without the written consent of the Contracting Authority.



Changes to the Tenderer's situation

The Agreement eventually resulting from this Tender Procedure will be the result of all the information and documentation provided by the Tenderer and the Contracting Authority. The Tenderer warrants that, for the duration of the Agreement, including any renewal periods, its organisation will have the required capacities, skills and resources to meet the wishes and requirements set. Any substantial change to the Tenderer's situation relating to its ability to meet such requirements must be immediately communicated to the Contracting Authority.

Withdrawal

The Contracting Authority will be entitled to withdraw the Tender Procedure for reasons of its own.

Dissolution of the Agreement

The Contracting Authority will be entitled to terminate the Agreement with the Contractor with immediate effect if it follows from a court decision that the award decision was unlawful, that the Agreement is invalid, or that, for any reason whatsoever, the Contract must be put out to tender again.

Furthermore, the Contracting Authority reserves the right to dissolve the Agreement in the event of incorrect and/or incomplete information and/or inability to perform in accordance with a proposal submitted by a Tenderer.

The Tenderer cannot derive any entitlements vis-à-vis the Contracting Authority to compensation of registration fees, lost reference, lost profits or any other damage sustained or to be sustained in the context of this Tender Procedure, from any decision in respect of termination and/or dissolution as referred to above.

Social conditions

With regard to social conditions, a special condition is imposed on the implementation of the Contract as contained in Annex 11 Social conditions that forms an integral part of the Agreement. The Tenderer is not required to enclose this Annex completed and signed with its Tender. Nonetheless, by submitting a Tender, the Tenderer expresses its agreement with this Annex and will confirm that if the Agreement is entered into with the Tenderer, it will complete and sign this Annex upon Contract signing, and if relevant, will present the required Annexes to the Client.

Completeness and correctness of the Tender

It is expressly stipulated that the Tenderer itself is responsible for the completeness and correctness of its Tender. If any information provided should later prove to be incorrect and/or incomplete, the Tenderer will be excluded from further participation. Exception: Upon submitting your Tender, you are at least able to demonstrate that you have applied for a GVA (Declaration of Conduct for Tenderers). Given the lead time for a GVA application, it is possible that the declaration may not have been received at the moment of submission.

Applicable law and disputes

The relationship between the Contracting Authority and the Tenderer will be governed exclusively by the laws of the Netherlands. The court in The Hague will have exclusive jurisdiction to hear any disputes in respect of this Tender Procedure, without prejudice to the Tenderer's right (first) to submit a dispute to the Committee of Tender Experts. The Contracting Authority will consider whether or not a dispute will lead to suspension of the procedure.



4.6 Handling of complaints

The lodging and acceptance of a complaint will be subject to the procedures and guidelines as described in the Annex 7 Procurement Complaints Protocol.



5. Grounds for Exclusion and Eligibility Requirements

5.1 European Single Procurement Document (ESPD)

By using the ESPD in the submission phase in a public Tender Procedure, only the ESPD is issued for the Grounds for Exclusion and Eligibility Requirements, without the Tenderers having to provide any further information (verification documents). An exception to this is the references. These need to be directly added to the Tender.

The intention is that only for the winning Tenderer(s) the necessary information from the ESPD will be verified, following announcement of the intention to award and rejection of the other Tenderers. The winning Tenderer will provide the verification documents referred to in this chapter (besides the exceptions specified above) within seven calendar days of the first request of the Contracting Authority. The inability to provide the verification documents on time upon receipt of a request to that effect may lead to exclusion. In the event of exclusion, the Tender from the first rejected Tenderer will qualify for provision of the required verification documents at the request of the Contracting Authority. And so on (number three, number four, etc.).

Note:

- The ESPD must be completed and signed by a competent officer of the Tenderer;
- The Contracting Authority has enclosed the ESPD as an Annex to the announcement of the contract, and indicated the optional grounds for exclusion. This Annex must be further completed by the Tenderer and submitted with the Tender.



5.2 Grounds for Exclusion

On the ESPD enclosed with to this Descriptive document, the Tenderer must indicate whether any compulsory and/or optional Grounds for Exclusion apply to its company. A Tender from a Tenderer will be rejected if subject to a Ground for Exclusion and any explanation regarding that Ground for Exclusion in Part III of the ESPD provides insufficient evidence as to why failure to comply with one or more of the Grounds for Exclusion should not lead to exclusion pursuant to the provisions of Article 2:88 of the PPA 2012.

In the event of tendering in a Combination, the entire Combination will immediately be excluded if any of the Grounds for Exclusion applies to any of the members of the Combination.

Verification document(s):

- Declaration of Conduct for Tenderers (GVA)¹. Submit a request on time; the processing time may be up to 8 weeks following submission of the application.
- Declaration of Payment Behaviour from the Tax and Customs Administration. At the moment of submission of the Tender, this declaration must be not older than 6 months.

¹ At the moment of submission of the Tender, the GVA must not be older than 2 years. The GVA is a declaration from a competent body (to be applied for from the Ministry of Security and Justice, Judiciary Service Justis) stating that in an investigation into an affected natural person or legal entity, there are no objections relating to tendering for government contracts, special sector contracts, concession agreements for public works, or competitions. More specifically, it relates to one or more declarations or certificates pursuant to Article 45 of Directive 2004/18/EC of the European Parliament and the Council. Foreign tenderers must submit a comparable declaration from their country of origin. If such a document is not issued by the country in question, the declaration of conduct can be replaced by a declaration sworn under oath by the Tenderer, in the presence of a civil law notary.

Note: there is no urgent procedure for GVA application. This means that if you are not already in possession of a valid GVA, you must submit an application on time and should not wait until the intention to award has been sent. The lead time is generally 4 weeks (if the applicant is a natural person) or 8 weeks (if the application is a legal entity).

More information about the GVA is available at:

<http://www.justis.nl/Producten/gedragsverklaringaanbesteden/>



5.3 Eligibility Requirements

Part IV of the ESPD states the Eligibility Requirements that are applicable to this Tender Procedure. Below is a brief summary, and [Annex 1 Compulsory Forms for Completion](#) contains a detailed description of these Eligibility Requirements.

By signing the ESPD and adding the ESPD to the Tender, the Tenderer undertakes to meet all the Eligibility Requirements set.

An Eligibility Requirement is a knock-out criterion. Failure to meet any Eligibility Requirement will lead to exclusion.

Eligibility Requirements		
	Description	
Economic and financial standing (Articles 2.90, 2.91, 2.92 PPA 2012)	ER1	Liability insurance against company risks The Tenderer is in possession of adequate liability insurance for company liability. The Contracting Authority considers liability insurance that covers at least a total insured amount of €5,000,000 per year and an insured amount of €2,500,000 per occurrence as adequate. Verification document(s): A copy of a recent, valid and relevant policy for liability insurance or a declaration from the insurance company in which the cover is specified relating to this liability. The copy of the policy may not be older than twelve months from the closing date for Tenders.
Technical and/or professional authority (Articles 2.87, 2.93, 2.94, 2.95 PPA 2012)	ER2	References (1 reference per core competence) Presentation of at least one (1) reference to demonstrate that this core competence is fulfilled. Tenderer should make use of the enclosed format (Annex 1 Compulsory Forms for Completion).
Professional authority (Article 2.98 PPA 2012)	ER3	Professional authority The Tenderer must be able to demonstrate with the Tender according to the regulations of the Member State where it is established, that it is entered in the professional register or in the trade register or must be able to issue a declaration under oath or certificate. In the Netherlands this function is performed by an extract of the entry in the Chamber of Commerce trade register. Document(s) to be enclosed: - Extract from the trade register (not older than 6 months at the moment of submission of the Tender). - Declaration under oath or a certificate. - Power of attorney (if necessary).

5.4 Impartiality, Insider information and Conflict of interest

The Contracting Authority wishes to avoid any appearance of partiality, insider information and/or conflict of interest. Therefore, submission of the Tender will be deemed to constitute agreement to the following conditions:

1. A Tenderer will be excluded from participation in the Contract in the situations referred to under a to d inclusive below:



- a. If a Tenderer itself has previously performed work or provided services in preparation of the present Contract, or has otherwise directly or indirectly been involved in the preparation of the Contract, insider information will be assumed to exist.
 - b. If any persons working within the Tenderer's company have performed any preparatory work or services as referred to under 1 above, insider information will also be assumed to exist.
 - c. If, for purposes of this Tender Procedure, the Tenderer engages any independent agents (subcontractors) and/or consultants (either natural persons or legal entities), and any of those independent agents or consultants have performed any preparatory work or services as referred to under 1 above, insider information will also be assumed to exist.
 - d. If a Tenderer is affiliated with one or more other companies, or if the Tenderer forms part of a group, all within the meaning of Articles 2:24a, 2:24b and 2:24c of the Dutch Civil Code, or similar legal structures under foreign law, and any of those companies have performed any preparatory work or services as referred to under 1 above, a conflict of interest will be assumed to exist.
2. A partnership of entrepreneurs (Combination) may be excluded from participation in the Contract if the situations referred to in Article 1 under a to d inclusive apply to any of the entrepreneurs within the partnership.
3. If the situations referred to in Article 1 under a to d inclusive apply to any other private individual or legal entity with which the Tenderer intends to meet the Eligibility Requirements and/or the selection criteria, the Contracting Authority may decide not to accept such other natural person or legal entity, and the Tenderer may be excluded from participation in the Contract.
4. The Contracting Authority will give the Tenderer the opportunity to refute the assumption referred to in Article 1 under a to d inclusive, to the Contracting Authority's satisfaction, and to demonstrate that fair competition is not prejudiced by the (previous) involvement of the Tenderer, or the persons working for it as referred to under b, or the independent agents or consultants to be engaged by it as referred to under c, or the other companies as referred to under d.



6. Assessment procedure

The assessment procedure is explained in this chapter. The process, the Schedule of Requirements and Sub-Award Criteria, the establishment of the score and the intention to award are described in this chapter.

6.1 General

For the purposes of this European Tender Procedure, the Contracting Authority has assembled an assessment committee responsible for the award process. The assessment committee comprises multiple persons from the Client. The assessment committee will prepare the award advice and submits it to the internal client (DGLM) for approval. No further information will be provided about the assessment committee.

6.1.1 The assessment process

The Tenders will be assessed according to a predetermined assessment procedure.

- Opening of the (safe) containing Tenders (not public).
- Check for validity, completeness, form requirements and other conditions and Requirements imposed (section 4.5). Tenders that completely satisfy the criteria will be included in the further assessment process.
- Assessment according to Grounds for Exclusion (section 5.2), Eligibility Requirements (section 5.3). Tenders that completely satisfy the criteria will be included in the further assessment process.
- Assessment according to Requirements (section 6.2). Tenders that completely satisfy the criteria will be included in the further assessment process. Failure to satisfy one or more of these criteria will result in immediate exclusion from the Tender.
- Assessment according to the Award criterion (section 1.6) and the accompanying Sub-Award Criteria (section 6.3). Each Tender will meet the requirements of the Descriptive document. The Tender will be assessed, and be scored points, for each Sub-Award Criterion. The total number of points scored will decide the overall assessment of the Tender.
- The five (5) Tenderers for lot 2, six (6) Tenderers for lot 4, or seven (7) Tenderers for lots 1, 3 and 5 to 8 inclusive that achieve the best score (based on BVM) following assessment of the Sub-Award Criteria will be put forward in the award advice for awarding.

6.1.2 Individual assessment Sub-Award Criteria

Each member of the assessment committee will first assess the Tenders received individually, and will individually score the compliance of the Tenders with each Sub-Award Criterion, in accordance with the assessment method as set forth in this Descriptive document.



6.1.3 Discussion of assessment and overall score

After the individual assessment of all the Tenders, a plenary session will be held with all the assessors, in which compliance with the Sub-Award Criteria and the score results will be evaluated. During that session, the scores given by the individual members will be discussed, so that they can be given the opportunity to explain the scores given and to remedy any incorrect interpretations and/or errors in their assessment.

The final score per Sub-Award Criterion will then be calculated on the basis of a consensus, whereby the assessment team will speak with one voice, which will lead to one final assessment score for each sub-award criterion.

The intention to award will be sent to the Tenderers who:

- meet all the Requirements, Conditions and Grounds for Exclusion, and who furthermore;
- are among the five, six or seven highest scores for the Sub-Award Criteria, all depending on the maximum number of suppliers to be contracted per lot.

The Tenderers with the highest overall scores will be requested to submit any documentary evidence for verification, all depending on the maximum number of suppliers to be selected per lot. The Tenderers who (for the time being) do not qualify will receive a rejection letter.

Verification:

In preparation for the verification, together with the contact named in section 1.7, the assessment committee will establish the points for which the Tender submitted by the Tenderers with the best overall scores are to be verified or the documents or further information to be submitted by the relevant Tenderer. Furthermore, it will be established what questions are still outstanding and what points are yet to be harmonised. The Tenderers with the best overall scores will be informed thereof in the award decision to be sent to them.

If, during verification, it turns out that the Tender contains incorrect information or that, according to the Contracting Authority, there are insurmountable obstacles on other points, the relevant Tenderer will still be rejected. In such situations, as a rule, it will be decided to commence the verification process with the Tenderer which came in sixth, seventh or eighth, or to recommence the entire procedure.



6.2 Schedule of Requirements

This section sets out the Requirements imposed on the services.

The Requirements are described in Annexes 3a to h inclusive. Annex 1 Compulsory Forms for Completion also includes a conformity declaration, in which the Tenderer confirms for each specified Requirement, stating a requirement indication, by entering 'Agreed' that without reservation, the Tenderer will satisfy the requirement throughout the entire term of the agreement or provision of the service. If the Tenderer has not completed a Requirement, the Requirement will be considered as having been completed 'Not agreed', in other words, the Tenderer will not comply with the Requirement. If a Requirement does not apply to the Tenderer, 'Not applicable' must be entered, with explanatory notes demonstrating that the Requirement is indeed not applicable. All at the discretion of the Contracting Authority.

Note: Tenders that do not unconditionally satisfy all Requirements will be rejected. The Tenderer must follow the specified layout and will submit a completed Checklist of Requirements together with the Tender.

6.3 Sub-Award Criteria

This section sets out the Sub-Award Criteria imposed on the services.

Sub-Award Criteria have been formulated for the eight lots, on the basis of which the assessment will be made. In the Schedules of Requirements and Sub-Award Criteria annexes 3a to h inclusive, the Sub-Award Criteria for each lot are elaborated and explained. The Sub-Award Criteria are set forth in the table below, together with the maximum number of points to be scored on (and as a consequence the weight attached to) each Sub-Sub-Award Criterion, which form must be completed and enclosed with this Tender:

Lot 1: Aviation safety and security		
Sub-Award Criteria	Maximum number of points to be scored	Form
Quality:		
1. Case: Safeguard national security/public health	600	Form free in PDF and Word
2. Unburdening the Client for Hiring candidates	400	Form free in PDF and Word

Lot 2: Well-connected Netherlands		
Sub-Award Criteria	Maximum number of points to be scored	Form
Quality:		
1. Case: Development of Schiphol transport system	600	Form free in PDF and Word
2. Unburdening the Client for Hiring candidates	400	Form free in PDF and Word

Lot 3: A healthy and attractive environment		
Sub-Award Criteria	Maximum number of points to be scored	Form
Quality:		



1. Case: Study programme for negative environmental effects	600	Form free in PDF and Word
2. Unburdening the Client for Hiring candidates	400	Form free in PDF and Word

Lot 4: Sustainable Aviation Expertise		
Sub-Award Criteria	Maximum number of points to be scored	Form
Quality:		
1. Case: Roadmap to net zero emissions by 2050	600	Form free in PDF and Word
2. Unburdening the Client for Hiring candidates	400	Form free in PDF and Word

Lot 5: Integrated mobility approach and capacity		
Sub-Award Criteria	Maximum number of points to be scored	Form
Quality:		
1. Case: Improving airport cooperation	600	Form free in PDF and Word
2. Unburdening the Client for Hiring candidates	400	Form free in PDF and Word

Lot 6: Innovation and unmanned aviation		
Sub-Award Criteria	Maximum number of points to be scored	Form
Quality:		
1. Case: U-space layout for unmanned aircraft	600	Form free in PDF and Word
2. Unburdening the Client for Hiring candidates	400	Form free in PDF and Word

Lot 7: Blue for policy		
Sub-Award Criteria	Maximum number of points to be scored	Form
Quality:		
1. Demand assessment: Impact of Civil Aviation Policy Memorandum on project management	600	Form free in PDF and Word
2. Unburdening the Client for Hiring candidates	400	Form free in PDF and Word



Lot 8: Environmental management		
Sub-Award Criteria	Maximum number of points to be scored	Form
Quality:		
1. Demand assessment: Impact of the Civil Aviation Policy Memorandum on the environmental management domain in aviation	600	Form free in PDF and Word
2. Unburdening the Client for Hiring candidates	400	Form free in PDF and Word

6.3.1 Assessment system for Sub-Award Criteria

Evaluation/Assessment	Description	Score
Good	The response from the Tenderer ties in with the question: the response and details are well described. The response offers clear added value and is supported with specific, appealing examples (from practice) that offer the Client an advantage.	100% of the maximum achievable score
Satisfactory	The response from the Tenderer ties in with the question: the response considers the question and offers a sufficient level of detail. All questions are sufficiently answered but offer no extra added value.	70% of the maximum achievable score
Mediocre	The response from the Tenderer does not sufficiently tie in with the question: the response does not consider all the questions and/or does not offer a sufficient level of detail and/or no realistic picture has been created.	40% of the maximum achievable score
Poor	The response from the Tenderer does not tie in with the question: The Tenderer gives a relevant substantive response to the requested elements and aspects to a very limited extent, has not dealt with the questions posed, the response is uncertain and unclear and does not deal with the questions in sufficient detail, and no realistic picture has been created.	10% of the maximum achievable score
No (relevant) response	The question has not been answered or the response is not relevant or does not tie in with the question.	0% of the maximum achievable score



6.4 Intended winners

The Tenderers that come forward in this European Tender Procedure in the assessment of the Sub-Award Criteria as offering the Best Value for Money will be eligible for entry to the Framework Agreement. They will be the intended winners.

Lots 1, 3, 5 to 8: In the event of a tie between 2 Tenderers for place 7, the score on Sub-Award Criterion 1 will be decisive. In the event that there is still a tie between two Tenderers, the overall score on Sub-Award Criterion 2 will be decisive. In the event that there is still a tie between two Tenderers, a drawing of lots will decide which Tenderer will be awarded the Contract. The lots will be drawn by the Contracting Authority under the supervision of the (two) Tenderers between which there is a tie.

Lot 2: In the event of a tie between 2 Tenderers for place 5, the score on Sub-Award Criterion 1 will be decisive. In the event that there is still a tie between two Tenderers, the overall score on Sub-Award Criterion 2 will be decisive. In the event that there is still a tie between two Tenderers, a drawing of lots will decide which Tenderer will be awarded the Contract. The lots will be drawn by the Contracting Authority under the supervision of the (two) Tenderers between which there is a tie.

Lot 4: In the event of a tie between 2 Tenderers for place 6, the score on Sub-Award Criterion 1 will be decisive. In the event that there is still a tie between two Tenderers, the overall score on Sub-Award Criterion 2 will be decisive. In the event that there is still a tie between two Tenderers, a drawing of lots will decide which Tenderer will be awarded the Contract. The lots will be drawn by the Contracting Authority under the supervision of the (two) Tenderers between which there is a tie.

6.5 Intention to award

Simultaneously with the publication of the announcement of the initial award decision to the winning Tenderer, the rejected Tenderers will be notified of that decision. They will receive a rejection letter stating the reason for the rejection and the announcement of the intention to award the Contract to the winning Tenderer. Any interested party may request further information from the Client.

Pursuant to Article 2.128 of the Public Procurement Act 2012, the announcement of the intention to award will not constitute acceptance of a proposal submitted by the winning Tenderer.

If a Tenderer does not agree with the intention to award, it must initiate preliminary relief proceedings within 20 calendar days of the sending of the decision. This term is a firm deadline. That means that, if the Tenderer fails to actually initiate preliminary relief proceedings within 20 calendar days of the sending of the decision, it can no longer object to that decision, either in or out of court, and a Tenderer will have forfeited its rights in that respect. In such event, the rejected Tenderers will similarly

have forfeited their rights to bring any claim for damages in court proceedings (on the merits).

Thereafter, in principle, the Contract will be awarded to the winning Tenderer, and the Agreement will be entered into with that party. If preliminary relief proceedings have been initiated before the civil court within the abovementioned term, the decision in those proceedings will be awaited. The decision will then form the basis for the further decision making of the Contracting Authority in respect of awarding the Contract.



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Annexes

The following annexes will form an integral part of this Descriptive document and have been added separately:

Annex no.	Subject	Format
Annex 1	Compulsory Forms for Completion	Word document
Annex 2	Question form	Word document
Annexes 3a to h inclusive	Schedule of Requirements and Sub-Award Criteria	PDF document
Annex 4	Draft Framework Agreement (model based on ARVODI 2018)	PDF document
Annex 5	ARVODI 2018	PDF document
Annex 6	European Single Procurement Document (ESPD)	PDF document / completion template
Annex 7	Procurement Complaints Protocol	PDF document
Annex 8	Model Integrity Statement Central Government for external parties	PDF document
Annex 9	Code of Conduct on Integrity Central Government (October 2016)	PDF document
Annex 10	Model Waiting Room Agreement	PDF document
Annex 11	Social conditions 2014	PDF document / completion template