



Ministerie van Infrastructuur
en Waterstaat

Information Memorandum no. 1
associated with
Public European Tender
Advice and specific expertise Aviation (2)
Reference number 331485
6 April 2022

This Memorandum of Information is an integral part of the Descriptive Document. The questions included in this Memorandum of Information are taken verbatim as they were asked.

The Memorandum of Information has been/will be made available at www.tenderned.nl



Deadline for submission of Tenders, no later than: 3 May 2022, 12.00 a.m. (GTM, local The Hague time)

The following Annexes are attached to this Information Notice No 1:

- Summary of the Civil Aviation Policy in PDF
- Description Ch5: Sustainable Aeronautics in English in PDF
 - o Civil Aviation Policy Memorandum 2020-2050
- Annex 3a (in PDF) attached and uploaded.
- Text descriptive document par. 3.3.3 - lot 3: A healthy and attractive living environment in PDF

Notice:

- During the information meeting, the 2023 work programme for Lot 6 'Innovation and unmanned aviation' (new) was indicated in one of the slides. This work programme is publicly available via the following link:
https://www.tweedekamer.nl/kamerstukken/brieven_regering/detail?id=2022Z05386&did=2022D11024
- At the bottom of this Memorandum of Information no. 1 the adapted text of Lot 3 - Paragraph 3.3.3 from the Descriptive Document is attached.

Regarding the questions asked

No.	Page / Document	Paragraph	Question	Answer
1.	Annex 3A	-	We have downloaded the documents for this tender, but cannot open Annex 3a. Is it available in a different format?	Annex 3a is a PDF document (see attachment) and can be opened via TenderNed. Annex/attachment 3a is included in a compressed 7Zip file (3a - h) that must first be unzipped.
2.	Annex 3a		Attachment 3a is a 7Z file. We cannot open this file. Is it possible to receive it in PDF format?	Appendix 3a will also be uploaded as a separate file (in PDF) with the tender documents.
3.	Information meeting document,	4.2, 4.5.1 en 4.5.2	In the document 'Aviation Framework Agreement (2) Information Session', the next step in the EU tendering procedure is indicated as 'Notice of information 1 and	There are two Notices of Inquiry as indicated in the schedule under section 4.2 and also as stated in the document 'Information meeting Aviation Framework Agreement (2)'.



	p. 33		2: from 29-3 to 22-4'. However, the planning on TenderNed provides for one (1) Memorandum of Information, namely 'Final receipt of questions regarding prequalification' on Tuesday 29 March and 'Publication of the Memorandum of Information during the tendering phase'. Can you indicate whether there is one (1) or two (2) Notices of Information and therefore one (1) or two (2) opportunities to ask questions?	
4.	Page 9/27 - Descriptive document	1.3 / 4.3	Section 1.3 on page 9 of the document 'Descriptive Document - Advice and Specific Expertise Aviation 2' describes that you "invite bidders to register in a group (consortium) that is suitable for them, in cooperation or independently." In the same document, Section 4.3 on page 27 describes that "Companies [...] can tender independently, i.e. as an individual company or in a Combination with one or more companies. A Combination is considered to be a single Tenderer. An enterprise may only register once, whether or not in a Combination or in a principal and subcontractor construction." Does this apply per lot? Are we free to register or not register in a Lot in a different Combination per Lot?	Yes, the information in Section 4.3 Consortium applies to tendering for one lot. The Candidate can register for each lot in an alliance (consortium) appropriate to the Candidate.
5.	Annex 1, Mandatory forms	2.1.1	In the document "Annex 1 Mandatory forms", the data of Combination member 1, 2 and 3 have to be given. Is it allowed to add tables (according to the format of	Yes, if there are more than three Combination Members, it is allowed to add the table (according to the format) as many times as necessary.



			the table for Combination member 2 and 3) if the Combination consists of more than three Combination members?	
6.	15-23	3.3	In the description of the lots we see overlaps with activities and activities of other parties (such as Schiphol, regional airports, airlines, etc.). Which commissioning parties will make use of the framework agreement? Can there be a combination of commissioning parties?	The contracting authority (the Ministry of Infrastructure and Water Management) is always the principal. There will be no combination of commissioning parties.
7.	15-23	3.3	The list of services in the plot descriptions is quite general. Is it exhaustive or indicative? And if indicative, with what other services can this list be further specified per plot?	This list of services is not exhaustive and is an indication of what contracting parties can expect. During the contract period, it is possible that other similar contracts will be requested.
8.	10	1.4	Why has a maximum of about 6 or 7 per lot been chosen? This way, there is a possibility of many 'double' tenders. First to arrive at the 7 and then again in a relatively broad mini-compete. As a result, market players face relatively large pre-investments for potential contracts. We would ask you to consider reducing the number of parties to be admitted per lot to 3 or 4.	In view of the number of expected orders and the indicative order value, the Contracting Authority has opted to keep the number of Contractors in accordance with the table in Section 1.4 at a maximum of 5 (Lot 2), 6 (Lot 4) and 7 (Lots 1, 3, 5-8) Contractors. This offers the Contracting Authority sufficient scope for awarding the various contracts under the framework agreement.
9.	27-28	4.3-4.4	Is it possible, within the framework agreements, for the contractor to connect subcontractors after the framework agreements have been awarded, if specific knowledge is needed to carry out a particular contract?	Yes, this is possible. If it is known in advance that the Candidate wishes to use subcontractors, then we ask the Candidate to indicate this in Appendix 1 Mandatory Completion Forms - Section 2.2.
10.	8 of 23	1.2 or 3.4	Is there a specific tendering requirement for hiring within the framework	No, there is no obligation to offer.



			agreement and/or specific lots of the agreement?	
11.	22	3.3.7	How are services such as audits, reviews and evaluations included in a more generic sense in this framework contract? It strikes us that this aspect is missing from Lot 7, whereas we would have expected it to be part of the management of projects and programmes. Are you prepared to adjust the scope of this lot for these services?	Each lot offers the possibility to ask for contra-expertise and second opinions within that lot. Audits, reviews and evaluations are seen as quality management and are therefore also provided for in Lot 7.
12.	26	4.2	The deadline for applications is 3 May. The lead time is short in order to arrive at a high-quality offer together with partners. Moreover, this date falls in the middle of the May holiday. Is it possible to postpone the submission date?	No, there is sufficient time between the publication and submission of tenders to prepare a high-quality tender. In the planning we have already taken into account several days off in April and May.
13.	8	Descriptive document, Introduction	In the Introduction to the Descriptive Document, you state that the future Framework Agreement is the successor to the current Framework Agreement for "Advisory and specific expertise for Aviation". In order to get a clear picture of the current situation, can you tell us which market parties are now associated with the current Framework Agreement and what is the current utilisation of the contract (both per lot)?	The current parties to the current framework agreement were stated at the time (08/11/2019) via TenderNed in the contract award notice. No information is provided on the current contract utilisation (in €).
14.	14	Descriptive document, section 3.1.1	In paragraph 3.1.1 of the descriptive document, you emphasise the importance of up-to-date knowledge of international agreements, best practices and legislation and regulations, across the areas of	The candidate is permitted to make use of the knowledge and experience/expertise of other organisations, such as sister organisations within the candidate's network. When another organisation/third party is called upon to meet the



			expertise. You state that aviation is a cross-border domain par excellence, whereby advice on policy issues is particularly benefited by such knowledge. We subscribe to the importance of such international knowledge and expertise. We therefore assume that the international knowledge and experience of our international colleagues (from the sister organisations in our network), which is available to us, can be taken into account by submitting references from our foreign entities, without the foreign entity having to be regarded as a third party in the registration. Is this correct?	suitability requirements, this means that this third party must also be used during the contract period. This means that this third party must also be named in the tender and must also agree to the fact that its capacity will be called on.
15.	10-11	Annex 1, Mandatory Forms, Section 2.2.1	In paragraph 2.2.1 of the Mandatory Completion Forms, you state the following: "The Subcontractor on whose experience the Tenderer or Combination has relied for meeting the technical competence (reference criterion) is required to perform the relevant work." It is not entirely clear to Tenderer what you mean here by "relevant work". It is our assumption that the further instructions that will be issued for each lot will be interpreted more broadly than the description currently included in the reference requirements for each lot. This means that several parties within a combination/subcontractorship can make a contribution (depending on the type of request). Can you explain how this requirement relates to the further	If a Tenderer relies on the technical capacity of a Subcontractor in order to fulfil the core competency (reference criterion) when tendering, the Contractor is required to use the capacity of this Subcontractor throughout the entire contract period when performing the work under the further order(s). If Tenderer/Combination relies in part on the experience of a Subcontractor for the assessment of technical capacity, Tenderer/Combination must make it clear in the references submitted which part of the contract was performed by Tenderer/Combination and which part by that Subcontractor.



			instructions?	
16.	12	Programme of requirements sub-award criteria lot 2, section 1.2	You indicate the following with regard to the elaboration of the case: "You must elaborate the above in a maximum of 3 A4. elaborate. You are also requested to formulate a short hypothesis regarding the content (maximum 1 A4). There is also space for the use of supporting visual material such as tables or (process) pictures etc. (Your application will be assessed on the extent to which your description reflects the desired situation/context, goes into detail on all aspects, paints a realistic picture, and is your description is supported by concrete (practical) examples and whether there is a clear added value for the client'. Do we understand correctly that the total answer may be a maximum of 4 A4 (of which a maximum of 1 A4 must be hypothesis formulation) and that supporting visual material does not count towards these 4 A4s?	The total answer is a maximum of 4 A4, of which a maximum of 3 A4 is for the plan of approach and 1 A4 for the hypothesis. Supporting visual material (included separately) does not count towards the maximum number of A4.
17.	5	Annex 4. Draft Framework Agreement, Section 4.1	In this article, you make a distinction between an obligation to achieve a certain result and an obligation to perform to the best of one's ability. However, the performance of a contract is an assignment contract, which in essence is an obligation to perform to the best of	Under the framework agreement, both effort-oriented and result-oriented assignments can be awarded; - Result-oriented assignments will be offered and performed for a fixed total price. In a further tender request, an open calculation can be asked for in order to gain insight into the price



			one's ability. Can you clarify exactly what you mean by your reference to an obligation to produce results? If this only refers to the financial agreement to be agreed between the parties, are you prepared to change this to 'Assignment for a fixed rate' and 'Assignment based on an hourly rate'?	structure. The delivery of a specific advice can be an example of a result-oriented assignment. - For effort-oriented assignments, a fixed hourly rate applies. The hourly rate offered for effort-oriented assignments is fixed during the entire duration of the further agreement. Hiring an employee with a relevant specialisation without a specific end result can be an example of such an assignment. Article 4.1 refers to financial arrangements to be agreed upon between the parties in the case of further agreements. In light of the provisions of 4.1, it is desirable to use the term rate in this context for efforts. The questioner's suggestion is therefore not accepted.
18.	6	Annex 4. Draft Framework Agreement paragraph 7.3	When entering into an agreement, parties to that agreement enter into rights and obligations towards each other. Within that framework, risks are also considered. By adding this provision (a deviation from ARVODI) to the contract, the framework within which risks are considered suddenly becomes much larger and, as a result, risks are shifted onto the Contractor that are not within its sphere of influence. The Contractor is not aware of any third parties and is also not in a position to protect its position against these third parties. The Contractor kindly requests you to reconsider the addition of this article. Are you prepared to do so?	No, contracting authority enforces Art. 7.3.



19.	5	Annex 5 ARVODI 2018, paragraph 14.1	To the extent that personal data are processed in the course of providing our services, Octrooibureau Novopatent considers itself to be a data controller in the sense of the AVG. This means that Octrooibureau Novopatent does not conclude any processing agreements with customers, as such is only appropriate if Octrooibureau Novopatent acts as a processor. The background to this position is that the Contractor is engaged by customers because of its special expertise on the subject in question and thus provides its services as a professional, independent adviser. Octrooibureau Novopatent determines entirely independently how it will perform its activities, which means it will use and which personal data are required for that purpose, and it also draws up its recommendations entirely independently. This independence is essential for the Contractor to be able to continue to guarantee the quality of its services. The obligation to follow the client's instructions regarding which personal data we may process and how exactly we may do so, as a processor is required to do, inherently impinges on the autonomy that Octrooibureau Novopatent needs in order to provide high-quality services. The processing of personal data is also not the core of our services, but rather a necessary accessory to deliver our	Article 14.1 of ARVODI 2018 will be retained and the Candidates declare that they will comply with this by submitting a Tender. The Contracting Authority may not allow this article to lapse on the basis of the Candidate's personal/general interests. As stated in Article 14.2, in addition to Article 14.1, the Parties will regulate the processing of personal data by agreement.
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			services. Finally, insofar as Octrooibureau Novopatent receives instructions from clients, these instructions relate, in principle, to the desired output of our services and not to the way in which we must process personal data. In view of the above, we are of the opinion that concluding a processing agreement is not appropriate in view of the AVG role we actually have (responsible), nor necessary for compliance with the AVG. As the party responsible, the Contractor itself will ensure that the necessary processing of personal data complies with the AVG. The Contractor is, however, prepared to make agreements about the processing of personal data that are appropriate to a situation in which there are two independent parties responsible for processing. In any case, a right to instruct cannot be part of this. Do you share our view that, as the Contractor as the party responsible for processing will not receive any instructions from the Client regarding the processing of personal data, no processing agreement as referred to in Article 14.2 ARVODI-2018 will be concluded in the context of this order? If not, can you explain why?	
20.	10-11	Annex 5 ARVODI 2018, section 24.1 to	Based on the professional regulations applicable to our organisation, it is necessary that the intellectual property rights to statements and reports belong to the Contractor. If this were otherwise,	Contracting authority does not agree.



		24.6	this would imply that a Principal would be entitled to amend the statement or report. From our discipline, we bear the professional responsibility for our statements and other reports. It is therefore important to us that a provision be included in the agreement stipulating that the intellectual property rights to the reports and statements to be delivered by us shall remain vested in us and that you shall therefore not proceed to further distribution or modification of the work products to be delivered by us without our prior consent. On the basis of the above, we therefore propose that Articles 24.1 to 24.6 ARVODI-2018 be declared inapplicable and that the following provision be included in the Framework Agreement: 'The Contractor retains all intellectual property rights. All intellectual property rights that the Contractor uses or has used, or develops or has developed during the fulfilment of the assignment for the Client or resulting from it, belong to the Contractor. Subject to a statutory obligation, the Principal is explicitly forbidden to reproduce, disclose or exploit products containing intellectual property rights of the Contractor, or products which are subject to intellectual property rights for which the Contractor has acquired user rights, including computer programmes, system designs, working methods, advice, (model)	
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			contracts and other intellectual products of the Contractor, all in the broadest sense of the word. The Principal does, however, receive an extensive right of use with respect to the products delivered".	
			Are you prepared to do this?	
21.		Concerns missing provisions	Absence of indemnification in favour of Contractor: It is desirable and customary within the sector to agree an indemnification in favour of the Contractor. However, there is no indemnification in favour of the Contractor. Are you prepared to agree the following provision? "Principal shall indemnify Contractor against claims from third parties for damage caused by the fact that Principal provided Contractor with provided incorrect or incomplete information to the Contractor, unless the Principal demonstrates that the damage is not related to culpable acts or omissions on his part or is caused by a deliberate act or omission on his part. or caused by intent or gross negligence on the part of Octrooibureau Novopatent.	Contracting authority does not agree.
22.		Concerns missing provisions	No interim notice period: Contractor On the basis of regulations applicable to us, such as to safeguard our independence, we would like to have a termination option at all times that allows	Contracting authority does not agree.



			us to terminate the contract if its continuation would be in conflict with regulations or professional standards applicable to us. We would like to propose the following provision in addition to article 22 ARVODI-2018. "In addition to Article 22 ARVODI-2018, the parties may terminate the contract in writing, subject to thirty (30) days' notice." Are you prepared to do this?	
23.		Concerns missing provisions	Absence of safety net provision: The Agreement lacks a generally formulated clause regarding the laws and regulations applicable to the Contractor, including rules of conduct and professional practice. Are you prepared to agree the following text additionally: "Contractor shall carry out the assignment in accordance with the applicable laws and (professional) regulations. The Client shall always fully respect the obligations arising therefrom for the Contractor and the persons performing the work. The Contractor shall never be obliged to perform any act or omission that is in conflict with or incompatible with the aforementioned rules. Are you prepared to do this?"	Contracting authority does not agree.
24.		Concerns missing provisions	Absence of non-solicitation clause Pursuant to the independence legislation, a non-solicitation clause must be agreed between the Principal and the Contractor. To this end, the Contractor would like to	Contracting authority does not agree.



			include the following provision in the Agreement: "During the execution of the work and within one (1) year after termination of the Agreement, the parties will not employ any persons of the other party involved in the work or have them perform work in any other way, or negotiate with these persons about this, except with the explicit prior written permission of the other party, which permission will not be withheld on unreasonable grounds." Are you prepared to do this?	
25.	Descriptive document p.24	3.4.1	Is it obligatory to join the Waiting Room construction - in other words, is the Waiting Room construction restrictive for those in the Waiting Room (i.e. not being able to carry out assignments with other consortia because you have to stick to the consortium in the Waiting Room)?	No, there is no obligation to join the Framework Agreement, should the Candidate be in the waiting room when asked to join the Framework Agreement. Nor is there any obligation to accede to the waiting room agreement.
26.	Descriptive document p.26	4.2	The closing date for registration falls in the May holidays. Could the closing date be moved by two weeks so that it falls after the May holiday?	No, see the answer to question 12.
27.	Descriptive document p.27	4.3	In 4.3, the following passage appears: <i>As a main contractor/subcontractor construction, whereby the main contractor acts as contracting party and is jointly and severally liable for the fulfilment of all obligations as well as for the obligations subcontracted. The Tenderer shall indicate which part it is</i>	See the answer to question 15. This phrase relates to those activities whereby the Tenderer/Combination relies on the services of a Subcontractor, amongst others, in order to meet the technical capacity (reference criterion).



			<i>subcontracting and shall also submit the contact details of the subcontractor.</i> It is not possible to indicate what proportion is spent on subcontractors without knowing the details of the tender. Can we clarify what is meant by this?	
28.	Descriptive document p.27	4.3	After the contract has been awarded, may the tenderer use parties for a further tender which are not part of the consortium or have been engaged as subcontractors?	Yes, even after awarding/signing of the framework agreement, it is allowed to use new subcontractors in further invitations to tender.
29.	Descriptive document p.28	4.5.2	Can new questions be asked in the second round of questions or does the second round of questions only serve to clarify the questions from the first round of questions?	The second round of questions is solely for the purpose of asking questions on the answers given in the Information Memorandum no. 1.
30.	Descriptive document p.38	5.3	References states 'providing a minimum of one (1) reference ...' while Annex 1. mandatory forms chapter 5 section 5.2.1 states 'tenderer shall submit one (1) reference per key competence (per lot) ...'. How many references may be submitted per lot?	One reference order per core competency per lot. It is also explicitly stated for lot 1 that it is permitted to submit multiple (partial) references in order to comply with all the focus areas within the relevant lot.
31.	Descriptive document p.38	5.3	Under Eligibility Requirement GE3, it says "document(s) to be attached". Should these document(s) be attached to the Tender, or delivered on request as a verification document?	To be enclosed with the registration - as indicated in section 4.5.6. Letter of offer including an extract from the Trade Register (KvK).
32.	Annex 1 p.14	3.1	Appendix 3.1 in Conformity Statement mentions 'pricing conditions'. What does this refer to?	To the requirements regarding pricing as included in Schedule 3a-h Schedule of Requirements, Pr-1 to 4.



33.	Annex 1 p.18	5.2.1	For Lot 1, it has been indicated that multiple references are allowed to meet the core competence for all areas of interest. Do all fields of interest need to be fulfilled?	Yes, see also the answer to question 30.
34.	Annex 1 p.18	5.2.1	In contrast to Lot 1, for Lots 2 to 8 it is not indicated that multiple references are allowed. Is this the case, and do all areas of interest have to be met per plot?	No, for these Lots it is not permitted to submit multiple (partial) references in order to meet the eligibility requirement. Only for Lot 1 Safe Aviation have different areas been indicated in the parcel description with regard to safety.
35.	Annex 3a-h, p.3	1.1	Under number GD-4 it is indicated that contracts executed in the Caribbean are an optional part of the Framework Agreement. Do you mean by this that further contracts can also relate to the Caribbean, or do you mean by this that contracts relating to the Caribbean are (in the basis) not covered by the Framework Agreement?	Yes, optional/ exceptionally.
36.	Annex 3a-h	-	For the maximum number of pages for case study content, it says 'Maximum X number of A4' and 'There is also room for visual material'. Is the maximum number of A4 including or excluding visual material?	See the answer to question 16.
37.	Annex 4, p.4	3.2	Could you please indicate your guideline for the minimum number of tenders you expect to receive from a contractor on an annual basis, as a percentage of the number of requests for tender?	The contracting authority does not wish to lay down a fixed percentage in this regard. The reason for this is the fact that it cannot be indicated in advance how many further enquiries will be organised and what their nature will be. If it turns out that a supplier has a lower (than expected) offer percentage, this will be discussed



				with the supplier concerned. If there is reason to do so, the article concerned will be used to make use of the provisions in article 3.2.
38.	Annex 4, p.5	4.4	Can invoicing for the further agreements, as in the current framework agreement, be done directly by each of the Combinants? This ensures an efficient working method.	No, Contracting Authority wishes to conclude the framework agreement under this condition.
39.	42	6.3	Are there any guidelines regarding the length of the submitted cases (essays)?	In appendix 3a - h, the maximum number of A4s to be submitted is indicated for the relevant sub-award criterion.
40.	42	6.3	Is it desirable/required to add CVs of consultants/experts in the relevant fields? And if so, where/how?	No, has not been asked.
41.	42	6.3	Can you clarify what is meant by 'relieving the client of the burden of hiring candidates'?	Under sub-award criterion 2 in Annex 3a-h, the contracting authority's interpretation of this criterion is given.
42.	42	6.3	Could you please indicate how the element 'Unburdening the client when hiring candidates' is assessed?	The four assessment aspects on which the description is evaluated are indicated in the table at the bottom of SG2.
43.	42	6.3	The requested cases per plot do not cover the full width of a plot. How can we present our expertise and experience in other aspects of a plot?	In the statement of reference(s), each candidate can further detail the expertise and experience with the requested field in the field 'Other relevant information and further explanation/completion of the relevant core competency'.
44.	43	6.3	Lot 6: What is meant by the word "establishment"?	Contracting authority uses the word 'facility' to mean airspace.
45.	4	2.2, 2.4 (Annex 4)	Annex 4 Draft Framework Agreement 2. Duration of the Framework Agreement "2.4 The Framework Agreement may be unilaterally terminated by the Client with a notice period of one month if the maximum order value has been reached	The right to compensation in Article 2.4 does not refer to payment for services already rendered until termination, but to any right to compensation on the part of the Contractor in the event that the Framework Agreement is terminated by the Client, if the maximum order value has been reached or



			or may be exceeded by a subsequent order, without this giving rise to any right to compensation." <i>Can you confirm that in Article 2.4 of the Framework Agreement "without this giving rise to any right to compensation" refers to consequential loss, and not to payment for services already provided until termination?</i>	may be exceeded by a subsequent order.
46.	5	4.1, 4.3 (Annex 4)	Appendix 4 Concept Framework Agreement Article 4.1 states that; <i>"In all Further Agreements it is agreed that the Contractor will perform the Services specified in the Further Agreement on the basis of an obligation to achieve a result at a fixed total price. A fixed hourly rate applies to assignments requiring effort."</i> Article 4.3 states that; <i>The price referred to in article 4.1 of this Framework Agreement relates to all Services to be performed by the Contractor in the context of the relevant Subsequent Agreement and any materials required for this purpose and includes any travel and accommodation expenses and any additional costs and is exclusive of VAT.</i> Question:	In answering the question it is advisable to take note of the fact that the articles in the (draft) Framework Agreement prevail over the ARVODI 2018 in the event of inconsistencies. The interpretation of article 4 in the Framework Agreement therefore prevails over the provisions of the ARVODI 2018. However, at this moment no discrepancy is expected between article 4 of the draft Framework Agreement and the provisions of the ARVODI 2018. The question was interpreted as follows; <i>In the event that a fixed total price is agreed in a Further Agreement, and contracting authority (subsequently) proves to have a need for additional work (not included within the scope of the provisions of, for example, Article 16.2 of the ARVODI) from the Contractor, can (immediate) additional payment be charged for this?</i> The answer to this is; No, if it turns out that additional work is required, which is not covered by the Further Agreement,



			Can you confirm that articles in the ARVODI relating to additional fees (including article 16.2) will not be affected by article 4 of the Framework Agreement relating to fixed total prices? We presume that there is a possibility to charge additional fees for extra work or variations of our services.	the Contractor will be obliged to notify the Principal immediately so that the latter has the opportunity to take a decision in this regard. Performing additional work without having issued a (supplementary) Assignment to that effect is at the expense and risk of the Contracted Party. The Client is not obliged to pay for this additional work either, as the Further Agreement was not concluded in the absence of an Assignment to that effect. For the sake of completeness, it should be noted that the Contractor cannot rely on any promises made by the Client in this regard either. The questioner is requested to take note of the answer, which assumes that the answer has been given in accordance with the question. Should this not be the case, the questioner is asked to specify his question and submit it as such once again.
47.	6	7.3 (Annex 4)	Annex 4 Draft Framework Agreement 7. Other Conditions "7.3 In addition to Article 21 of the ARVODI-2018, the Contractor indemnifies the Client against any third-party claims for compensation for damage as a result of the shortcoming referred to in Article 21.3 of the ARVODI-2018. The scale of liability included in article 21.3 of the ARVODI-2018 shall apply mutatis mutandis." <i>The indemnity and liability limitation in</i>	No



			<i>article 7.3 are broadly formulated and may include liabilities that are outside our insurance policy. It is in no party's interest that a Contractor is not covered by the insurance policy. We therefore propose to revise Article 7.3 as follows:</i> <i>"This indemnity shall apply to all reasonably foreseeable and mitigated claims by third parties for compensation for damages resulting from the failure of the Contractor to perform the services."</i> <i>Are you prepared to revise this article in the proposed manner?</i>	
48.	2	3.1, 3.2 (Annex 5)	Annex 5 ARVODI Article 3 Guarantees of the Contractor "3.1 Contractor guarantees that the Services to be performed by or on behalf of him meet the requirements laid down in the Agreement. "3.2 Contractor guarantees that the Services to be performed by or on behalf of him will be performed in a professional manner." <i>As a professional consultancy, we have professional indemnity insurance which applies if we have failed to meet our standard of reasonable skill and care. It is in the interest of all parties that our liability is covered by our insurance. Clauses 3.1 and 3.2 refer to obligations of professional competence, which are generally not insurable. We therefore propose to include an overarching</i>	No, Contracting Authority does not agree.



			<i>standard of care that will only apply to the provision of our services agreed under the Framework Agreement and the Further Agreements: "Notwithstanding any other provision in the Framework Agreement or of Subsequent Agreements, the Contractor is obliged to exercise reasonable skill and care with respect to the performance of the services and, for the avoidance of doubt, therefore not with respect to skill." Are you prepared to revise this article in a proposed way?</i>	
49.	3	4.5 (Annex 5)	Annex 5 ARVODI Article 4 Assessment and Acceptance "4.5 The Customer is not obliged to make any payment to the Contractor until acceptance has taken place." <i>There are currently no performance criteria against which our services will be assessed, as is required for payment of our services under Article 4.2. The clarification of our standard of care is also important in assessing our ability to be paid. Can you confirm that certain performance criteria will be agreed with the Contractor in each Further Agreement?</i>	Each Further Agreement/Assignment (NOK) will have its own specific performance criteria. An NCO must contain the clearest possible description of the services to be provided by the Contractor under the Framework Agreement. That description serves as a yardstick for assessing the performance delivered.
50.	7	19.1-19.3 (Annex 5)	Annex 5 ARVODI Article 19 Advance payment "19.1 If, in performance of the Agreement, the Principal makes (a)	Yes, this is agreed.



			payment(s) for Services that have not yet been delivered, the Principal may require that, prior to such payment(s), the Contractor issues to the Principal a credit institution guarantee "on demand" for the value of the amount(s) paid. The guarantee is free of charge for Principal." <i>Article 19 of the ARVODI Terms and Conditions may require a credit institution guarantee to be issued by the Contractor. We do not have a guarantee with regard to the performance of our services. We are adequately insured against liability and this offers our clients protection in line with that offered by other professional firms. Can you confirm that such a guarantee will not be required from the Contractor and that this requirement will be removed from the Framework Agreement?</i>	
51.	10-11	24.1-24.3, 24.9 (Annex 5)	Annex 5 ARVODI Article 24 Intellectual Property Rights (24.1-24.3 and 24.9) <i>All intellectual property rights arising from our Services are the property of the Customer, with the exception of pre-existing intellectual property rights that have been licensed.</i> a. <i>Can you confirm that the Contractor retains all pre-existing intellectual property rights, as well as all intellectual property rights created</i>	See the answer to question 20. a. see the provisions of article 24 in the ARVODI 2018



			<i>independently of the project?</i> <i>b. Can you also confirm that such a licence of our pre-existing intellectual property is limited to the use thereof for the project in question or the completion of the project under a Further Agreement?</i>	b. the said licence shall be used for the Ministry's normal business operations. It will not be made available to third parties, but the Ministry must be able to continue to use the licence after completion of the project.
52.	12	26.2 (Annex 5)	Annex 5 ARVODI Article 26 Insurance "26.2 At the request of the Principal, the Contractor will immediately submit (an authenticated copy of) the policies and proof of payment of premiums in respect of the insurances referred to in the first paragraph, or a statement from the insurer regarding the existence of these insurances and the payment of the premium." <i>We cannot provide copies of our insurance policies (required by Article 26.2 of the ARVODI) as they are strictly confidential and may not be disclosed. Can you confirm that a statement from the insurer is sufficient?</i>	With regard to criterion GE1, the contracting authority requires, as a verification document after notification of the award decision, proof of economic and financial standing (Sections 2.90, 2.91 and 2.92 of the Aw 2012), that the Tenderer has taken out adequate insurance to cover corporate liability. A statement from the insurance company that the Candidate is insured for the amounts requested in the Eligibility Requirement GE1 - page 38 and that the Candidate has paid its premium is acceptable.
53.	12	27.3, 27.4 (Annex 5)	Appendix 5 ARVODI Article 27 Conditions of employment "Contractor shall, upon request and without delay, provide competent authorities with access to these terms and conditions of employment and shall cooperate in any checks, audits or pay validation."	To grant access to competent authorities, not to make the working conditions compulsorily public.



			<i>Pursuant to Article 27.3 and 27.4 of the ARVODI, Contractors are required to disclose terms and conditions of employment. Our terms of employment are highly confidential and cannot be disclosed. Can you confirm that this is not required?</i>	
54.	General		Can the order value of annual monitoring studies be added together for a reference to reach the financial threshold?	Not if these are several separate orders, but if this is the same order that has been extended several times, then the order value may be added together.
55.	General		The right of use of (elements of) the cases submitted to I&W. How is this regulated?	The contracting authority cannot make out exactly what the candidate means by this question. Can the Candidate clarify this question? The information that the Tenderer includes in its Tender belongs to the Contracting Authority (has been transferred) and will be stored in the purchasing file after the contract is awarded. The information is (commercially) confidential and will be treated as such.
56.	Descriptive document, page 8	1	You state that all data and figures are to be considered indicative. The tender document mentions various data and figures that I can imagine are not indicative. Can you explain this in more detail?	By indicative, Contracting Authority means that no rights can be derived from the various data and figures in the descriptive document (by the Tenderer).
57.	Descriptive document, page 9	1.3	Is it possible to use a different composition of consortium (or main contractor/subcontractor construction) for each lot? Do you impose conditions on the	Yes, this is possible per plot. Not other than indicated in paragraph 4.3.



			formation of consortia (e.g. the main parties can form one consortium for a specific lot).	
58.	Descriptive document, page 9	1.4	In the overview, you indicate the maximum number of lots you want to select per field. On what basis were these numbers determined? (For 7 and 8, I can imagine that more lots are suitable)	See the answer to question 8.
59.	Descriptive document, page 11	1.6	You say that the assessment is based on BPKV. Qualification for the framework contract is only about quality, right?	Yes, however, in the mini-competitions under the Framework Agreement, the criterion of price also comes into play.
60.	Descriptive document, page 15	3.3	Division into lots: there is an overlap between various lots, for example unmanned aviation is a subject in lot 1 and lot 6. How do you select the relevant lot for a further call for tenders without disadvantaging parties who are not in both lots?	If a subject touches two lots, the Contracting Authority will consider which lot is the most appropriate for the issue in question. Decisive elements in making a choice may include the focus of the assignment or the impact of the results on a particular policy area.
61.	Descriptive document, page 15 to 23	3.3	The type of assignments within the various lots may mean that expertise sometimes has to be sought outside the relevant consortium. Is this permitted, and if so, under what conditions?	See answer to question 9. It is permitted to use new subcontractors within the ROK in order to meet the requested expertise. The conditions as indicated in the Descriptive Document, for example in chapter 4, apply to this.
62.	Descriptive document, page 15	3.3.1	The introduction to the description of Lot 1 states: <i>'The Netherlands aims to continuously improve aviation safety and security'</i> . Security' is mentioned but not dealt with in the description or in Annex 3a Schedule of Requirements and Sub-	



		tender Criteria Lot 1: Safe Aviation. • Can the Ministry of Transport, Public Works and Water Management indicate whether security is part of the invitation to tender or whether the lot only relates to 'safety'? • If security also falls within the scope of lot 1, can the Ministry of Transport, Public Works and Water Management provide additional information on this so that the scope of that theme within the framework contract becomes clearer? For the theme 'security' (guaranteeing secure air space), can Ienw clarify the requested expertise and give examples of contracts as done in Lot 3?	Security is part of the request. IenW has responsibilities in several areas of aviation: in-flight security, ATM security, critical infrastructure, cyber security and overflight conflict areas. Airport security is not the responsibility of the Ministry of Transport, Public Works and Water Management, but it is an integral part of the entire aviation process, which means that we also have a derived responsibility in this area. Specific technical expertise in the field of in-flight security, ATM and cyber security is required. These areas require specialised knowledge in order to properly assess national and international issues. This includes broad knowledge of national and international aviation regulations, IT and OT knowledge. Aerworthiness expertise, knowledge of vital aviation processes/critical aviation systems, aviation security regulations, etc. For cyber security, for example, assignments may be necessary for communication and implementation issues, organisation of knowledge days and symposia. Surveillance issues and the hiring of specialist knowledge (red teams/ethical hackers).
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63.	Descriptive document, page 15	3.3.1	The description of Lot 1: safe flying states that safety has a number of focus areas, including <i>safeguarding national security</i>. In the explanation, it is made clear that it concerns public health and health emergencies. This subject is generally not included in 'safe flying'. Public health and/or health emergencies do not appear in 'Appendix 3a Schedule of Requirements and Sub-award Criteria Lot 1: Safe Aviation'. • Can the Ministry of Transport, Public Works and Water Management confirm that the scope of the area of attention to ensure national safety only includes the theme of public health and health emergencies? • Can IenW confirm that this focus area is not further addressed in the award criteria as described in Annex 3a? • Can IenW indicate how this focus area/theme relates to the other focus areas and themes within Lot 1? Can Ienw clarify the required expertise and give examples of contracts for the area of national security as done in Lot 3?	Most of the topics that affect aviation safety are related to guaranteeing the international requirements of safety or are categorised under the subject of 'safe flight'/'aviation safety'. Therefore, the scope of the area of attention to guaranteeing national safety is limited to the theme of public health and health emergencies. This focus area is not further dealt with as award criteria because it concerns specific expertise that is generally not relevant to the majority of the contracts awarded under the aviation framework agreement. The other topics within Lot 1 concern other sub-topics of aviation safety. Aviation health regulations interact with other aviation processes, such as incident reporting and procedures for passengers and airline employees. An example of an assignment concerns investigating the required changes to the national
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				emergency plans on the basis of the lessons learned from the COVID pandemic. This assignment has not yet been worked out. There are no examples of other assignments available.
64.	Descriptive document, page 19.	3.3.4	You state that the first three main components (1. Technology 2. Fuels 3. In the case of the main Technology component, research across sectors can also be relevant. Is that also part of the scope?	The scope of this plot is the impact of aviation on the climate. Aviation technology is therefore mainly relevant where it concerns emission reduction or the atmospheric effects of emissions. Broader technological developments, such as carbon nanotubes, therefore fall within the scope when they can reasonably be considered relevant to addressing the climate impact of aviation. However, these broader developments are not the focus of this plot.
65.	Descriptive document, page 24	3.4	Could you please explain how point 3 Urgent orders (when is urgency required?) and point 5. and point 5. Modified mini-competitions (you mention here 1 example, can the number/type of cases not be delimited?) further clarify?	The provisions under 3. Emergency Procurement applies to the procedure as described in the Dutch Procurement Act (see Article 2.32, paragraph 1 under c). It should be noted that this should only be applied very restrictively; there is various case law on the subject. This does not alter the fact that there can also be such an urgency, which does not qualify for an appeal to the aforementioned article, that it is desirable to adjust the time limits for the submission of a tender that are considered reasonable. In this situation, however, there is an example that can be classified under point 5. Under point 5. All kinds of modified (processes of) mini-competitions can take place. It is not possible to make an exhaustive list of types of processes, as their application depends on the circumstances



				and the certainty that they can be carried out in accordance with the legislation and regulations imposed on the contracting authority. It is expected that the use of a modified procedure will (probably) result in an additional administrative burden for both the Contracting Authority and the Tenderer. Therefore, an amended form will only be chosen if the regular method fails to achieve the objective.
66.	Descriptive document, page 26	4.2	Planning. A dialogue moment is missed in the overview. Given the cases and previous experiences, this is recommended. Can you still offer this possibility?	No
67.	Descriptive document, page 30	4.5.6	Item 4: You indicate that the answer to the sub-award criteria is free of form. In appendix 3 you do (rightly) set conditions with regard to the form and number of pages. We assume that Appendix 3 is leading in this matter.	In this case, no format has been included that the Tenderer is obliged to use. The form (in PDF and Word) is requested and the maximum number of pages / A4 is also indicated. This is clearly indicated in appendices 3a - h.
68.	General	Annexes 3a to 3h	You indicated in the information meeting that you only expect clarifying questions in the 2nd question round on the 1st NvI. Given the tight turnaround time, we hope that we can also use the 2nd Question Time for new substantive questions.	See the answer to question 29.
69.	Annex 3a/3b/3c/3d/3e MVI-2, page 8		Under Socially Responsible Purchasing you indicate that you would like to receive an annual report of no more than 7 pages (assuming this will be the case for all lots). Do you have any conditions for this? Can the same report be submitted for several lots?	A Contractor participating in more than one lot may submit one report for the purpose of meeting this requirement as if he were a Contractor in one lot. The same report may therefore be submitted for multiple lots. The Contractor is free (in view of the purpose of



				the requirement) to submit a separate (different) report for each lot.
70.	Annex 3a, page 10	1.2	The title of SG1 case study question lot 1 reads: <i>Safeguarding national security / public health</i>. The description of the assignment seems to fit more within the scope of the area of attention <i>safeguarding flight safety</i>, as described in the 'Descriptive Document, page 15'. Can IenW indicate how the scope of the case question relates to the scope of the area of attention <i>Safeguarding national security</i>, which seems to be mainly about public health issues?	The case in question belongs to lot 1 safe aviation. There are four focus areas within this plot. It is true that the case fits in the focus area 'ensuring flight safety'. However, the proposed approach is used to assess the Tender for the entire Lot 1, including the other focus areas.
71.	Annex 3a, page 11	1.2	The case study question states that the NVA "consists of identifying potential hazards, risks and possible trends for the entire aviation sector and formulating measures". • To what extent should the approach of the case study be in line with the existing NVA Manual? • To what extent may the case assume that the NVA steps "<i>identify potential hazards, risks and possible trends for the entire aviation sector</i>" have already been carried out and the results are known?	The proposed approach need not be in line with the NVA manual. The Candidate may assume that a national analysis has already taken place and that IenW needs a further investigation into the management of the relevant national risk that has been identified. IenW is particularly interested in how you approach the political/administrative context given in this project, in collaboration with IenW and with the involvement of the relevant stakeholders. The international frameworks (ICAO, EASA) are leading for the substantive approach.
72.	Annex 3a, page 13	1.2	Kan IenW bevestigen dat voor de uitwerking van de casusvraag (SG1) voor perceel 1 geldt dat het aangegeven	The size of the plan of approach is max. 5 A4. Supporting visual material (included separately) does not count towards the maximum number of



			maximaal aantal A4 pagina's van 5 enkel de platte tekst omvat, dus exclusief tabellen, afbeeldingen, grafieken, e.d, en dat op het aantal pagina's inclusief die uitingen geen maximaal aantal A4 pagina's van toepassing is? The table setting out the points to be gained for the case study question is at the bottom: <i>You should elaborate the above in a maximum of 5 A4. There is also room for the use of supporting visual material such as tables or (process) pictures etc.</i> On page 10 of the same document, 3rd paragraph it says: <i>If you submit more than the maximum number of pages indicated, the pages exceeding the maximum number will not be maximum will not be evaluated.</i> Can IenW confirm that the maximum number of A4 pages indicated for plot 1 (SG1) only includes the plain text, i.e. excluding tables, images, graphs, etc., and that no maximum number of A4 pages applies to the number of pages including those expressions?	A4.
73.	Annex 3e, page 11		A case study on airport cooperation has been requested. What is the scope of this? Is it only about (strategic) planning or also about (tactical) execution?	The scope is primarily aimed at the more strategic planning and focuses on the role that the State has in the cooperation. If there are ideas on (tactical) implementation, these may be added but



				this is not the primary goal.
74.	Annex 3e, page 12		Route changes. The Airspace Review is currently underway. Routes have not yet been determined. To what extent may we build on the state of affairs?	As far as routes are concerned, it is mainly about providing insight into how the agency would approach such a route: what interests are involved, how do you deal with them, what does that mean for the planning. It is a fictitious case and, as far as that is concerned, no account needs to be taken of whether or not there is an airspace review.
75.	Annex 3e, page 12		How does IenW see the relationship between "different options" and consultation with the surrounding area? Are different route options presented to the surrounding area or is only an explanation given as to why a particular option was chosen?	The new work process 5.11 is based on participation with the surroundings, and for major changes the Contracting Authority considers it desirable that several options are charted, which are then also consulted (possibly with a preferred option). This is less necessary for smaller changes and participation will also have a different character.
76.	Annex 3f. page 11	1.2	Is the purpose of this case to provide policy support on factors that need to be considered for the realisation of a Schiphol-Amsterdam air taxi service?	Yes
77.	Annex 3f. page 12	1.2	The case describes three different air taxi operators. Is it the vision of IenW to allow multiple air taxi operators on the Schiphol-Amsterdam route right from the start of the operation?	The fictitious case indicates that there are three large parties who would like to set up a taxi service with drones (UAM) between Amsterdam and Schiphol. The intention is for the Tenderer to give his view on this case. Contracting Authority can imagine that Tenderer reflects his thoughts on this in his elaboration/advice.
78.	Annex 4. Draft Framework Agreement	1.1	You state "The Contractor is obliged, in response to a Request for Proposals, to submit an Offer that is no less favourable than the Offer submitted by the	Contracting Authority agrees with this proposal and will include the text proposal in the final Framework Agreement.



	ARVODI-2018, page 3		Contractor." There may be well-founded reasons for not submitting a Tender. We would like to see the possibility for this in the ROK LV2. Text proposal (same as current LV ROK): "Contractors can refrain from submitting a tender (no-bid statement) with reasons".	See also the answer to question 37.
79.	Descriptive document	5.3 eligibility requirements	Can one reference be used multiple times to meet different core competences?	Yes, this is possible. The Tenderer should tick this box in the Statement of References and indicate this in more detail under 'Other relevant information and further explanation/completion of the relevant key competence'. The Statement of References should be added to the Tender separately (see also page 20 of Appendix 1).
80.	Descriptive document	3.4.2 Sustainability and SROI and PoR	You indicate that 2.5% of the turnover invoiced by the supplier to I&W must be allocated to the SROI. Can you indicate who exactly you mean by supplier? Are these the individual companies? In other words, must each contractor or subcontractor account for its share?	This concerns the supplier who is contracted for the Detailed Agreement and will also submit the invoice. To give the Tenderer an idea of this process, the Contracting Authority will use a spend report (for the relevant period) to assess each year which supplier has invoiced and what the corresponding SROI value should be in order to meet the requirement.
81.	Descriptive document	3.4.2 Sustainability and SROI and	Does it not have to be demonstrated during the tendering phase that the contractor complies with SROI, or is this fully retrospective in accordance with	By submitting a tender, the Tenderer agrees to the conditions of the tender. SROI is an implementation condition that takes effect on the effective date of the ROK and is monitored. For the



		PoR	BADI?	sake of completeness, it is noted that there is no link between the present tender and the tender (BADI) also conducted by the contracting authority earlier.
82.	27	Descriptive document ROK LV 2 - 1.0' Paragraph: 4.3	Since market parties are allowed to bid or not bid for each lot, is it also allowed to form a consortium for each lot?	Yes, this is allowed.
83.		GTC Article 3: Guarantees	May we assume that the definition under 1.1. also applies to Article 3.1.?	Art. 1.1 Professional Errors is applicable to Art. 26.1(a), where professional errors are indicated in relation to professional liability. Article 3.1 states that Provider guarantees that Services performed by him or on his behalf meet the requirements laid down in the Framework Agreement.
84.		GTC Article 3: Guarantees	It is not customary in our industry to issue guarantees in the aforementioned sense. Furthermore, the guarantees do not add anything to the legal obligation to fulfil contractual obligations. We ask you to delete this article. If you are not prepared to do so, we suggest that the term of the guarantee be limited to the moment of acceptance of the services as referred to in article 4 or, in any case, to the moment when all obligations under the contract have been mutually fulfilled.	See the answer to question 48. It is agreed to include this restriction in the Framework Agreement under Other Provisions.
85.		GTC Article 6.2: replacement of staff	Can you confirm that the provisions of Article 6.2 do not apply if, at the request of Principal, staff is replaced by more highly qualified or specialised staff?	This can be confirmed by the Contracting Authority.



86.		GTC Article 12.2: "in writing	Can you confirm, just to be sure, that this includes e-mail?	Written" shall also mean "by electronic means", which includes e-mail.
87.		GTC Article 16.2: additional work	Can you confirm that additional wishes and changed insights of third parties, whether or not on the instructions of Principal and beyond Contractor's control, fall under the additional work provision of Article 16.2?	See the answer to question 46.
88.		GTC Article 21.3: liability	Depending on the contract value, liability is limited to 10, or 20, or approximately 30 times the contract value <i>per contract year</i> , which is not permitted under the Proportionality Guide because it is not in line with industry practice. We request that you limit liability per contract to direct loss and three times the value of the contract.	The Contractor's liability is limited to what is stated in the Descriptive Document under GE1 - Liability insurance against business risks and also the relevant provisions in the ARVODI 2018.
89.		GTC Article 22.5: undue payment	May we assume that, with regard to Article 22.5, the work already carried out will not be regarded as undue?	This is correct.
90.		GTC Article 24: IP rights	<i>If products are based on our models/developed know-how</i> (think also of model contracts, software, developed techniques, methods, etc.): We are not permitted to transfer the "underlying" intellectual property rights (such as software licences) to third parties. However, this is possible for the physical results of our work, which are ultimately your business. We therefore	The Contracting Authority agrees with the



			propose to supplement Article 24 of the ARVODI 2018 with the following passage: "Excluded from this provision are the materials, (development) products, methods and techniques (including software) used by the contractor during the execution of the agreement, of which the contractor or its licensors held the intellectual property rights prior to the agreement." <i>If products are not based on our models / developed know-how:</i> May we assume that with results is meant: the products delivered by the Contractor in the context of the assignment?	additional provision of Article 24. This text will be included in the final Framework Agreement under Other Conditions. Yes
91.		GTC Article 24.3: right of use of IP rights of third parties	We cannot and must not sub-license intellectual property rights (such as software) from third parties (such as Microsoft, Autodesk). For this reason we ask you to delete article 24.3.	Contracting authority does not delete Art. 24.3. See also the answer to question 90.
92.		GTC Article 26.2: Provision of insurance policy	Is it sufficient for us to provide a certificate proving the nature and extent of our insurance?	See the answer to question 52.
93.		Annex 3	In your request for proposal, you talk about relieving the client of the burden of hiring candidates. Are you assuming that candidates will be seconded at NOK level or can the offer be made on a project	Both situations may occur. This will therefore be specified per additional request. For the sake of completeness, it is noted that questionnaires also apply to these procedures if these are not described sufficiently clearly in the further



			basis with deployment of a team.	requests for information.
94.	17	Descriptive document	A quality of life programme has been drawn up by the Directorate of Aviation. Can we get this programme from you for registration?	A quality of life programme has been started within the Directorate of Civil Aviation. There is no established document available for this. The core of the programme is described in the Descriptive Document.
95.	18	Descriptive document	It seems that the focus is on noise, dust and spatial quality. We know that the occurrence of health complaints as a result of e.g. noise has more impact variables than just the noise level. Perception plays an important role here. This element is not included in your request for proposal for this specific lot. Can you explain this?	The description explicitly mentions health and also noise pollution (not only noise pollution). So the perception of noise is also part of this plot. See also at the very bottom of this memo an addition to the plot description of plot 3 where the subject of perception of noise on the environment is mentioned, among others in examples of assignments.
96.	18	Descriptive document	With regard to contra-expertise. In this paragraph you also say that contra-expertise must always be carried out by another party. You also say that the contractor must be able to demonstrate independence to prevent a conflict of interest. Could you explain this?	If a (sub)contractor is used for a contra-examination, independence from the initial assignment must be demonstrated in order to prevent a conflict of interest. The determination of whether there is a conflict of interest or conflict is at the discretion of the Principal and cannot be contained in an exhaustive list. It depends on the circumstances of the case.
97.	22	Descriptive document	In this plot 8, participation plays an important role. However, participation also plays an important role in plot 3. How do you ensure the integration of participation in Lot 3.	Lot 3 is about carrying out substantive work/advice, with an eye for what is going on in the environment. Lot 8 is about carrying out environmental management.
98.	25	Descriptive document	Suppliers will use 2.5% of their turnover invoiced and paid by IenW each year to contribute to SROI. Why 2.5% (and not 2% as used by your ministry in the ROK	Contracting Authority has considered that 2.5% is a proportionate requirement to apply to this new Aviation Advisory Services ROK (2).



			engineering services)?	
99.	18	Annex 1 mandatory forms	In the requirement for the reference for Lot 3, among others, you indicate that the reference must relate to politically sensitive aviation issues. Is it possible to submit a reference that relates to another politically sensitive environmental issue where the requested noise and emissions and related health effects also played a crucial role.	It must be an <i>aviation</i> issue and therefore also concern aviation noise and emissions.
100.	18	Annex 1 mandatory forms	Can the reference be older than 2019?	Under Requirement 1) Execution Deadline, the following is stated: the end date of the reference Assignment may not be earlier than 03/05/2019 (=3 years counting back from the date of registration). An Assignment may have been started earlier than 03/05/2019.
Descriptive document - p. 17/18		3.3.3	3.3.3 Plot 3: A healthy and attractive living environment <u>Quality of the living environment</u> One of the public interests that is central to the Aviation Policy Document 2020-2050 is improving the quality of the living environment. In this context, 'quality of the living environment' is understood to mean: the state of the local and regional surroundings of airports and the areas underneath air traffic routes that affects the health of and attractiveness for people and nature, and which is influenced by aviation. The objective with regard to the public interest living environment quality concerns a healthy and attractive living environment for people and nature. This is pursued by reducing the negative health effects of aviation. This mainly concerns noise pollution and emissions (with the exception of CO2). <u>Living environment quality programme</u>	



To fulfil its ambitions in terms of improving the quality of the living environment around airports, the Directorate of Civil Aviation has launched an Environmental Quality Programme. This programme is working towards a new policy system of standards and measures that will demonstrably reduce the negative effects of aviation on the environment and that is in tune with the experiences of those living near airports. This will be done along the lines of three policy themes: aircraft noise, dust emissions from aviation and spatial quality around airports. At the end of 2020, Pieter van Geel published an advisory report on a future consultation and governance model for liveability-related issues around Schiphol. This report advocates the development of a basic quality of life around Schiphol for the benefit of the individual protection of local residents. This fits within the broader social context of paying more attention to the human dimension in policy and guaranteeing the protection of the individual. The intention is to give this individual protection a place within policy development.

(Airport) specific issues

The generic policy from the quality of life programme will be elaborated for Schiphol and the regional airports of national significance and laid down in airport (traffic) decisions. This specific elaboration and recording takes place within the Schiphol project, the Schiphol programme that was recently established for changing the Airport Traffic Decree, the Lelystad airport project and the Airspace and Regional Airports Division. Part of the process of adopting an airport (traffic) decision involves the airport drawing up an Environmental Impact Assessment (EIA). Within the Ministry of Infrastructure and the Environment, the role of competent authority for the EIA is assigned to the Directorate-General for the Environment and International (DGMI). Based on that role, DGMI may also place orders under this lot.

The above-mentioned departments, projects and programmes may also have the need to have an EIR (plan) drawn up.

Expertise

The service requested relates to both generic policy development and specific questions relating to the various airports, and covers the entire scope of environmental quality.

The requested expertise is diverse. This concerns expertise in the field of aircraft noise, noise pollution, external safety and aviation emissions (particularly ultrafine dust, nitrogen and



substances of very high concern). In addition, knowledge of spatial policy, mitigating measures such as insulation and living environment policy (e.g. the Environment Act and NOVI) around airports is also required.

Contracting authority encourages cooperation and emphasises the need for an integral approach in the consultancy in this lot. The client needs both the specialist knowledge of regulations, technology and the professional methods for calculating values and the art of combining the various facets and approaching them from the perspective of the environment.

Counter-expertise and policy evaluation

Negative health effects of aviation are the subject of much political and social interest, and calculations and calculation methods are regularly under discussion. Therefore, within this field, there is a regular need to carry out contra-expertises or policy evaluations. Expertise in the various aspects of living environment quality is required for this. Of course, independence is essential here. A contra-expertise must always be carried out by a party other than the one who carried out the original analysis or assignment. This applies both to original assignments under the framework agreement and, for example, to assignments carried out for the initiator within the context of an EIA procedure. The 'contractor' must be able to demonstrate independence in order to avoid any appearance of conflict of interest.

Examples of assignments:

- Project-specific calculations in the field of noise, external safety and substance emissions
- Advice on health aspects and liveability
- Impact assessment of various policy options for noise reduction
- Exploratory research into individual protection
- Effects of mitigating measures on (transfer of) noise to the environment
- Advice on spatial policy in relation to aviation
- Advice and calculations for assessing EIAs of airports
- Advising on the development of rules and articles in airport (traffic) decisions
- Advising on various questions about emissions of substances and the process and content of obtaining a nature permit
- Drafting the (plan) EIR

(Note: the yellow shaded pieces of text are the changes compared to the text in paragraph



		3.3.3 of the Descriptive Document)
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