Tendering Guide

for the European procurement procedure

for

Common-use systems at Eindhoven Airport

according to the open procedure

Version 1.1

Date 3 June 2019

This procurement procedure is being carried out in its entirety through

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DEFINITIONS

This Tendering Guide uses the definitions from the Procurement Regulations for the Utility Sectors 2016 (referred to below by its Dutch acronym: ARN^{2016}) (Appendix 1). Defined terms are written with an initial capital letter.

The following definitions are used by way of **addition/exception** to the definitions from the ARN^{2016} and are marked by an asterisk:

Contracting Party	Eindhoven Airport N.V., also referred to as EANV.
Procurement Procedure*	The European open procurement procedure, in accordance with section 3.33 of the Public Procurement Act, which regulates the award of utility sector Engagements, whose course and subject have been described in the Procurement Documents.
Procurement Documents	Collective name for all documents which the Contracting Party has sent to the Participants in the context of this Procurement. They include the Tendering Guide (this document), the Contract, the Programme of Requirements, Appendices, Standard Forms and the Summary of Additional Information and Changes.
Public Procurement Act	Act of 1 July 2016, containing revised rules on procurement procedures (modified Public Procurement Act 2012), Bulletin of Acts and Decrees 2016, 241, including amendments.
Amended Documentation	The documents marked by the Contracting Party with the words: 'Amended Documentation' Amended Documentation concerns additions and changes to the Tendering Guide and the Appendices.
Best Price-Quality Ratio (BPQR)	The 'Best Price-Quality Ratio' award criterion.
Appendix	An appendix to the Procurement Documents. An appendix forms an integral part of the Procurement Documents.
Participant	Before submission of tenders, anyone who has requested a copy of the Tendering Guide and, after submission of tenders, anyone who has submitted a Tender.
Tender*	An offer submitted by a Participant on the basis of Procurement Documents supplied to it by the Contracting Party.
Tendering Guide	The present document, including all Appendices and Standard Forms supplied by the Contracting Party to the Participants through TenderNed and in which a (further) description is given of the Engagement, the Procurement, the Grounds for Exclusion, the Suitability Requirements, the Assessment Criteria and the Award Criteria.
Core Competency	The knowledge, experience and skill necessary to perform an essential part of the Engagement.

Engagement	The 'special sector contract' as referred to in section 1.1 of the Public Procurement Act, which is the subject of this Engagement.
Contractor	The Participant with whom the Contracting Party, Eindhoven Airport N.V. also referred to as EANV, concludes the Contract in the context of this Procurement.
Contract	The Contract to be signed between the Contracting Party and the Contractor following the awarding of the Engagement. The draft version of the contract forms part of the Tendering Guide/(most recent) Summary of Additional Information and Changes.
Programme of Requirements	A description of the requirements for the Engagement, including the relevant data, the technical specifications and the procedure to be followed, with which the Contractor must comply during the performance of the Engagement. Appendix 2 to this Tendering Guide.
Reference	A statement as referred to in Section 2.92a of the Public Procurement Act, in which the Participant demonstrates that it has the required core competencies.
Standard Form	A form which a Participant is obliged to use when drawing up and submitting the Tender and which is included in the Tendering Guide.
TenderNed	An electronic platform used for conducting this European procurement procedure, which can be consulted at www.tenderned.nl. All correspondence, questions and communications run via this platform.
Assessment Criterion	A knock-out criterion applied in relation to the Engagement.
ESPD	European Single Procurement Document: confidential document intended for submission of the self-declaration as referred to in Section 3.64 in conjunction with Section 2.84 of the Public Procurement Act.
Grounds for Exclusion (GfE)	The mandatory grounds for exclusion from this Procurement Procedure as referred to in Section 2.86 of the Public Procurement Act and the optional grounds for exclusion from this Procurement process applied by the Contracting Party, as referred to in Section 2.87 of the Public Procurement Act.

FOREWORD

In front of you the Tendering Guide of Eindhoven Airport N.V. (EANV) on European Procurement entitled Common-use Systems at Eindhoven Airport. This tender is executed in cooperation with the colleagues of Schiphol Airport (Amsterdam). If Schiphol Airport is mentioned on TenderNed as contracting party, you should read this as EANV.

By publishing this Tendering Guide on TenderNed, the Contracting Party invites every interested economic operator which meets all the specified requirements and conditions, to submit a Tender. This Tendering Guide provides information about the course of the Procurement and the information requested in the context of the Procurement.

The Contracting Party has adopted an open procurement procedure. Any economic operator can participate in this procedure by responding to the announcement published by the Contracting Party on the website at www.TenderNed.nl. All correspondence, questions and communications run via this platform.

For a TenderNed manual, please refer to:

https://www.tenderned.nl/cms/sites/default/files/2019-04/Handleiding%20voor%20ondernemingen_26april2019.pdf (Dutch)

or

https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned (English)

An open procedure takes place as follows: following a contract notice the market participants can request a copy of the Tendering Guide through TenderNed and submit a Tender on this basis. In this Tender a Participant must show that it meets the requirements set by the Contracting Party (as specified in Grounds for Exclusion, Suitability Requirements and Assessment Criteria in respect of the performance of the Engagement). In addition, the Tender must include a proposal to perform the Engagement. The Participant bases this proposal on the Award Criteria, as specified in chapter 6.
If you have not received the Tendering Guide fully or in good order, we would kindly request you to report this as soon as possible on TenderNed, but in any event before the last date for submitting questions for the Summary of Additional Information and Changes 1, and to list as well which documents are missing, incomplete or damaged. **How to submit questions is explained in section 2.4 of this Tendering Guide.**

1 INTRODUCTION

Eindhoven Airport N.V. is cooperating with Schiphol Group (Amsterdam Airport Schiphol) in this tendering procedure.

1.1 Eindhoven Airport N.V. as Contracting Party

Eindhoven Airport N.V. (EANV) is the Contracting Party and conclude possible contract(s) with one or more suppliers, depending on the result of this procurement procedure.

Eindhoven Airport is the second largest airport in The Netherlands, serving over 6 million passengers annually. Our ambition is to responsibly connect the Brainport region to Europe and beyond. One of EANV's strategic goals is *Operational Excellence*, in which we attempt to run an optimal operation while maintaining a seamless passenger journey: We promise our passengers to be *Always Easy*.

The IT strategy of EANV ensures the embedding of the corporate ambition and strategy into the IT-related activities. Important principles of this IT strategy within the scope of this project are:

- Standardize processes and systems;
- Couple systems loosely;
- Collecting data;
- Use off-the-shelve software;
- Ensure logical segregation of systems;
- Maximize reusability of resources across airlines and handlers;
- Maximize self-service facilities.

In order to support its mission and ambition and maintain its competitive position, EANV intends to buy a solution for Common-use Systems.

1.2 Project ambitions

EANV is looking for Airport Common-use solutions within the market. These solutions should support EANV in:

- Ability to process passengers through multiple Passenger Processing Systems (PPSs) in an easy, common-use and standardized fashion;
- Ability to expand self-service solutions that are able to connect to multiple PPSs in an easy, common-use and standardized fashion;
- Ability to extract data from passenger touchpoints for improving operational excellence projects.

The engagement entails the following:

- Delivery of Common-use systems
- Level 2 and Level 3 maintenance and support

By formulating these ambitions for the European Procurement entitled Common-use Systems, EANV is anticipating future developments as well as success in maintaining and improving the quality of its services.

1.3 Scope and elements of the Engagement

The Engagement involves the delivery of the following systems:

1. Common-use workstations
   Agent-facing systems that connect to multiple Passenger Processing Systems (PPSs) for processing of passengers at for example check-in, service desk, gate and back-office. These workstations are primarily used by handling agents and typically run CUTE/CUPPS compliant systems, like an airline's Departure Control System (DCS).

   Typical components: Computer, barcode reader, document reader, bag tag printer, boarding pass printer, keyboard, mouse, display

2. Common-use full-service kiosk
   Passenger-facing, self-service, full-service kiosks that connect to multiple PPSs. These kiosks typically run CUSS compliant applications and offer a variety of functionality to a passenger, e.g. check-in, bag tag printing, boarding pass printing, payment. These kiosks can be either installed in the airport's terminal or at off-site locations.

   Typical components: Computer, barcode reader, document reader, bag tag printer, boarding pass printer, card payment module, touchscreen display, robust exterior casing

3. Common-use bag tag kiosks
   Passenger-facing, self-service, bag tag kiosks that connect to multiple Passenger Processing Systems (PPSs). These kiosks are dedicated for printing bag tags in order to enable a so-called 2-step baggage check-in process. These kiosks can be either installed in the airport's terminal or at off-site locations.

   Typical components: Computer, barcode reader, bag tag printer, display, robust exterior casing

The Engagement consists of the following tasks and responsibilities:

- Delivery and implementation of the Common-use systems in accordance to the implementation plan;
- Validation and acceptance the Common-use systems in accordance to the acceptance plan;
- Providing second and third line maintenance and support in accordance to the SLA.

1.4 Elements outside the scope of the Engagement

There may possibly be elements that are connected (or seem to be connected) with the works/services that are part of the Engagement, but which have been explicitly excluded by the Contracting Party from the scope of the Engagement described in section 1.3.

This concerns at least the following elements (the list is not exhaustive):

- Common-use self-service bag drop units;
- Common-use self-service pre-security filter barriers;
- Common-use self-service boarding filter barriers;
- Field services and first line of maintenance and support.

1.5 Volume of the Engagement

Based on analysis, the Contracting Party expects volume for the Engagement as stated in Table 1.

Table 1. Initial volume of the Engagement

Common-use workstations	**Check-in**	12 workstations
	Service desk	6 workstations
	Gate	11 workstations
	Baggage sorting hall	1 workstation
	Back-office	10 licenses/workstations[1]
Common-use full-service kiosk	**Terminal**	8 full-service kiosks
	Hotel	1 full-service kiosk
	Car park P4	1 full-service kiosk
Common-use bag tag kiosks	**Terminal**	10 bag tag kiosks
	Car park P1	1 bag tag kiosk
	Car park P4	1 bag tag kiosk

The values in Table 1 are expressed in numbers. The numbers in Table 1 are the initial quantities. Furthermore, EANV might have a need for additional equipment and therefore for all equipment optional pricing is requested as well. If EANV has future demand this can be easily called off within the contract.

In addition to the initial volumes, listed in Table 1, EANV have a sufficient amount of spares and/or spare parts in order to maintain service. The participant shall include a proposal regarding spare parts as part of its SLA proposal (see section 6.3).

1.6 Division into lots

The Engagement (see section 1.3) will be put out to tender in three (3) lots.

1. Lot 1: Common-use workstations
2. Lot 2: Common-use full-service kiosk
3. Lot 3: Common-use bag tag kiosks

The Contracting Party has decided that the procurement should be carried out as several lots in order to ensure a flexible approach to the performance of the Engagement is established. A Participant is permitted to submit a Tender covering one, two or all three lots. However pricing must be offered nett and divided per lot and *not* as a lump sum or *not* with a line for project discount in case several lots are awarded to the same Participant.

1.7 Schedule for the performance of the Engagement

Table 2 outlines the period in which the Engagement must be performed. These dates are indicative and no rights may be derived from them.

[1] Depending on the offered solution, back-office workstations may or may not include hardware. See 'Back-office' requirements in Appendix 2.

Table 2. Phase/milestone schedule

Phase/milestone	Schedule
Final solution design and implementation plan	10 working days after contract award
Start implementation	5 workings days after approval design/ implementation plan
Implementation Lot 1	2019 Q4
Implementation Lot 2 & 3	2020 Q1

1.8 Form and term of the Engagement

The Contracting Party intends to contract at least one (1) and maximum three (3) economic operator(s) to perform the Engagement.

The Contract has a term of 5 years and will take effect in principle on 1 October 2019. In addition to the fixed term, the Contract provides for the possibility of renewing the term for three (3) times for a period of one (1) year.

2 PRINCIPLES AND CONDITIONS

This chapter sets out further details of the principles and conditions applying to this Procurement.

2.1 Procedural framework of the ARN 2016

This Procurement is being conducted in compliance with the 2016 Procurement Regulations for the Utilities Sector (ARN^{2016}). The ARN^{2016} can be downloaded from: https://www.schiphol.nl/en/schiphol-group/page/tenders/, section: Tender Regulations.

2.2 Procedure phase

The open procedure consists of one (1) phase;

- Tender and award phase.

In this phase an assessment of the Participants is first carried out based on Grounds for Exclusion (GfE) and Suitability Requirements. The Engagement will be awarded based on the Best Price-Quality Ratio (BPQR) Award Criterion. This means that the Contractor will be selected on both quality and price.

2.3 Procurement Schedule

The Contracting Party has started this Procurement Procedure by publishing the notice of the utilities sector engagement on TenderNed. Table 3 sets out the Procurement schedule. The Contracting Party reserves the right to modify the schedule.

Table 3. Procurement Schedule

Schedule for the selection phase	**Date (Amsterdam time zone)**
Publication of notice on TenderNed	3 June 2019
Closing date for first round of questions: strict deadline for submitting **questions and comments** in response to Tendering Guide	**13 June 2019, 15.00h**
Publication of Summary of Additional Information and Changes, including any Amended Documentation, no. 1	**18 June 2019**
Inspection possibility on EANV premises	**19 June 2019, 09.30h**
Closing date for second round of questions: strict deadline for submitting **questions and comments** in response to Tendering Guide/inspection	**3 July 2019, 15.00h**
Publication of Summary of Additional Information and Changes, including any Amended Documentation, no. 2	**8 July 2019**
Closing date for submission of Tender	**19 July 2019, 15.00h (strict deadline)**
Opening of the safe in TenderNed	19 July 2019, from 15.15h
Announcement of provisional tendering result (before verification phase)	16 August 2019

Deadline for receipt of supporting documents for verification of the ESPD	Within 10 calendar days after announcement of preliminary selection result
Deadline for preliminary relief proceedings	Within no more than 20 calendar days of communication concerning lodging of objection (Article 18.9 ARN^{2016})
Final award and engagement	6 September 2019

In the case of the 'closing date for questions' and the 'closing date for submission of Tenders' the stated times are the latest possible times and are thus treated as strict deadlines. Any questions and/or comments submitted after the deadlines will not be dealt with. Any Tenders that are received after the specified deadline will not be included in the assessment process. The other deadlines are indicative and not binding on the Contracting Party.

Failure on the part of the Participant to comply with the above dates/deadlines or the dates/deadlines amended by the Contracting Party will in principle lead to exclusion.

2.4 Communication during the Procurement Procedure

2.4.1 Contact with the Contracting Party

All communication concerning this Procurement Procedure must be conducted via TenderNed. No communication may take place by any other means. No rights may be derived from oral communications, commitments or agreements which have not been recorded in a communication or publication by the Contracting Party on TenderNed. Officers of the Contracting Party must not be approached, either directly or indirectly, in the context of this Procurement Procedure. Any positive or negative influence of any kind whatever which is brought to bear on the staff involved in the Procurement procedure may lead to exclusion from participation in this Procurement Procedure.

2.4.2 On-site inspection

The Contracting Party will arrange an on-site inspection on **Wednesday 19 June 2019, starting at 09.30h** (Amsterdam time zone). During the inspection all Participants will have the opportunity to view the location. The start location of the inspection is: Eindhoven Airport, Luchthavenweg 13, Eindhoven.

Those wishing to attend can register for the on-site inspection until no later than 2 days before 19 June on the TenderNed communication module. A maximum of 2 persons per supplier or consortium of suppliers is allowed.

As parts of the on-site inspection may take place at Security Restricted Areas, the attendants are required to be are required to post the following information:

- Full name (as accordance to passport)
- Date of birth

Furthermore, the attendants are required to bring a legal identity document (passport of identity card) to the on-site inspection.

If possible, questions will be answered immediately during the site inspection. If a Participant prefers to receive answers in writing, the Participant must submit the relevant questions during the round of questions for Information Notice 2.

2.4.3 Submission of questions and comments

Participants may submit questions and comments on any Procurement Document via TenderNed. As stated in the schedule, Participants have two opportunities during this Procurement Procedure to ask questions or make comments. Questions which the Participant submits late or by other means will, in principle, not be considered by the Contracting Party. The answers to questions that have been submitted punctually will be published via a Summary of Additional Information and Changes on TenderNed.

Participants are responsible for the timely and proper submission of the questions. If a question is not received by the Contracting Party, the Participant has the burden of proving that the question was submitted in time. Ensure that you comply with the closing date as referred to in the 'Procurement Schedule' section in this Tendering Guide.

Any deficiencies and/or contradictions in and/or objections to the content of this Tendering Guide and its Appendices and/or the procedure for this Procurement must be raised in the round(s) of questions. If none is raised, the Contracting Party is entitled to assume that Participants have no objections to the content of the Tendering Guide and its Appendices and/or this Procurement Procedure. As a result, any rights they may have to object at a later date will lapse.

Questions must be submitted in English. In the questions you are requested to state precisely to which part (name of document, section and page number) of the Procurement Documents the question relates. You are requested not to use company names, product names and other names related to your business in the questions.

The Contracting Party closes a round of questions by sending a Summary of Additional Information and Changes containing the (anonymised) questions from Participants and the answers from the Contracting Party. The Contracting Party will also include in this any amendments to the Procurement Documents. The published Summary of Additional Information and Changes forms part of the Tendering Guide and takes precedence over the other part of the Tendering Guide and the Appendices. Documents that bear the following wording added by the Contracting Party: 'Amended Documentation' take precedence over the Summary of Additional Information and Changes. The Contracting Party makes the Summary of Additional Information and Changes available to all Participants via TenderNed. The Contracting Party reserves the right to disregard or take only partial account of comments.

2.4.4 Commercially confidential questions

If a Participant has questions for the Contracting Party which are by their nature 'commercially confidential', and it is therefore not desirable for these questions to be answered in a Summary of Additional Information and Changes, the Contracting Party may answer such questions other than in that Summary. The Participant must submit such questions using the TenderNed communication module stating 'Commercially confidential – Not to be answered in the Summary of Additional Information and Changes'.

In all cases, the Contracting Party will first assess such 'commercially confidential' questions on their merits. If the Contracting Party considers that such questions should not be treated as commercially confidential, it will in principle notify the Participant that has raised these questions. This Participant will then be given an opportunity to withdraw the questions or to ask them with a view to receive an answer in the Summary of Additional Information and Changes. When dealing with 'commercially confidential' questions, the Contracting Party will at all times endeavour to ensure a level playing field.

2.5 Complaints procedure/complaints desk of the Contracting Party

The Contracting Party has set up a complaints desk where interested parties can lodge complaints about suspected errors or irregularities in its Procurement Procedures. However, a complaint may not be lodged until the alleged errors and irregularities have been communicated to the Contracting Party in the round of questions and the Contracting Party has given its response via a Summary of Additional Information and Changes. If the Participant is still dissatisfied with the response given by the Contracting Party in the Summary of Additional Information and Changes, it may then lodge a complaint with the complaints desk. The subsequent procedure is then as follows:

(1) Complaints must be submitted by email to the secretary of the Contracting Party's complaints desk, stating the reasons for the complaint. The email address is: Tender_klacht@schiphol.nl. The written and reasoned notice of complaint must state the subject of the complaint and the grounds (including any legal grounds). The notice of complaint must provide an indication of what might constitute an appropriate solution. The written complaint must also include the date of the complaint, the name and address of the complainant and the designation/reference of the Procurement Procedure to which the complaint relates.
(2) The secretary of the complaints desk will confirm receipt of the complaint as soon as possible.
(3) The complaints desk will then investigate expeditiously whether the complaint is justified, taking account as far as possible of the schedule and lead time for the Procurement Procedure. Please note: the lodging of a complaint will not suspend this Procurement Procedure.
(4) If, after the investigation by the complaints desk, the Contracting Party concludes that the complaint is fully or partly justified and intends to take corrective action, it will give notice of this in writing as soon as possible. Depending on the phase of this Procurement Procedure, the Contracting Party may possibly communicate the planned measures to all Participants at the same time as notifying the complainant. This is to avoid any preferential treatment.
(5) If the Contracting Party concludes from the findings of the investigation by the complaints desk that the complaint is not justified, no measures will be taken and the Contracting Party will notify the complainant in an appropriate manner in writing.

2.6 Submitting a Tender

Tenders must be submitted via www.TenderNed.nl. In order to safeguard confidentiality, Tenders may not be submitted by post or by email.

The strict deadline is stated in the section entitled 'Procurement Schedule'. The Contracting Party will treat Tenders that have not been submitted in time as not having been submitted and will therefore not process them. The Participant bears the risk connected with timely and complete submission of the Tender. The Contracting Party and TenderNed are not responsible for errors committed by Participants in the full and timely supply of information. If in doubt, you should therefore consult the TenderNed help desk. We advise you to submit your Tender well in advance. The Participant bears the risk of malfunctions during uploading. The Contracting Party will be unable to open the virtual safe on TenderNed until after the strict deadline.

By submitting a Tender, the Participant automatically agrees to the provisions in this Tendering Guide and other provisions applicable to the Procurement Procedure. By submitting a Tender the Participant also agrees to the procurement method chosen by the Contracting Party. If the Participant considers that the Tendering Guide contains errors, it must make this known in writing before the closing date for submission of Tenders. If the Participant fails to do so, it cannot invoke such errors when or after the Engagement is awarded.

2.7 Tendering Conditions

The following terms and conditions apply to the submission of a Tender:

2.7.1 Number of Tenders

Economic operators may tender only once, either as an individual company or as part of a Consortium with other companies. If two or more economic operators within a single group are interested, participation in this Tender is possible only if they apply as a single Participant, whether or not in a Consortium with third parties.

2.7.2 Group

If a Participant, or one of the Consortium Members (in the case of a Consortium), is part of a group, the parent company must state that none of the other members of the group has applied for the Engagement.

2.7.3 More than one Participant within a single group

If two or more economic operators within a single group have applied separately for the Engagement, the parent company must determine which of the companies within the group will withdraw as a Participant. If the parent company fails to make a decision within seven (7) calendar days following a request to this effect from the Contracting Party, the Contracting Party will make the decision by drawing lots.

2.7.4 Contact about the Engagement

Any company that makes contact by any means whatever, whether directly or indirectly, for example through third parties, with other actual or potential Participants concerning the Engagement being tendered for and the content of the Tender will be excluded from participation or further participation. This concern, in particular, the price to be bid or the allocation of works among the Participants, with the exception of any necessary consultation regarding the formation of a Consortium, if justified.

2.7.5 Costs

No costs incurred by Participants in compiling and submitting the Tender will be eligible for reimbursement by the Contracting Party in any way.

2.7.6 Form and content of the Tender

<u>Form:</u> The Tender may be submitted in Word [.doc or .docx], Excel [.xls or .xlsx] or PDF format. Other extensions are not permitted, unless specifically stated otherwise. The pricing sheet, as per Standard form I must be filled out both in the current format in Excel and duly signed and scanned in a PDF format.

<u>Content:</u> Only Tenders which are not strategic and/or manipulative will be assessed. Secondly all quoted prices must be fixed and nett based on the Incoterm Delivery Duty Paid Eindhoven (Incoterms 2010), excluding VAT, price level 2019. Price indexation for maintenance and spare parts can take place as of 2021.

2.7.7 Documents submitted in the Procurement Procedure

This Tendering Guide and all Appendices have been compiled with care. However, in the event of any contradictions or discrepancies between these documents, the order of precedence indicated in Table 4 will apply, with a higher placed document prevailing over a lower placed document (in other words, the list is in decreasing order of importance).

Table 4. Document precedence order

Order of precedence	Document description	Version
1	Contract	Final version after Summary of Additional Information and Changes
2	Summary of Additional Information and Changes, no. 1 and no. 2	To follow
3	EANV General Purchase Terms and Conditions of ICT & Systems	AIV-ICTS-EANV, May 2019
4	2016 Procurement Regulations for the Utilities Sectors	ARN^{2016} - Version 1.0. dated 07-02-2017
5	Draft Agreement	Appendix 3
6	Tender Form	Standard Form G
7	Your Tender (Offer)	To follow
8	All other documents referred to previously by the Contracting Party during the Procurement Procedure until the time of signing the contract.	

This Tendering Guide and all Appendices can be amended and/or supplemented by means of a Summary of Additional Information and Changes. A Summary of Additional Information and Changes of a later date prevails over a Summary of Additional Information and Changes of an earlier date.

If after reading the most recent Summary of Additional Information and Changes a Participant still considers that this Tendering Guide and its associated documents contain contradictions, errors, unlawful provisions, irregularities, ambiguities, deficiencies, unreasonably onerous requirements and/or other defects, the Participant concerned must, no later than seven (7) calendar days before the closing date for the submission of Tenders, institute preliminary relief proceedings (kort geding) at Den Bosch District Court by serving a writ of summons on the Contracting Party, failing which the right will lapse. This deadline marks the expiry of this right.

The Participant must submit a copy of the writ of summons using the TenderNed communication module. By requesting this Tendering Guide (including Appendices) the Participant indicates its agreement to it.

2.7.8 Reliance on financial capacity/technical capability of third party/parties

In order to meet the Suitability Requirements, a Participant may rely on the financial capacity and/or technical capability of a third party, regardless of the legal nature of its connections with such third party.

If the Participant wishes to rely on the *financial capacity* of one or more third parties, it must provide the following information in its Tender in accordance with Article 11 of the ARN^{2016};

(i) the name(s) of the third party/parties concerned;
(ii) a Supporting Document evidencing compliance by the third party/parties concerned with the requirements set out in the Tendering Guide with regard to financial capacity, and
(iii) a copy of the contractual arrangement(s) with the party/parties concerned showing that the Participant actually does have access to the resources of the third party/parties required for the Engagement.

In such cases the Participant must state this in part II section C of the ESPD (Standard Form B). The Participant must also complete Standard Form C. The completed Standard Form C signed by the Participant and the third party/parties concerned, together with the relevant supporting documents, must be enclosed with the Tender.

If the Participant wishes to rely on the *technical capability* of one or more third parties, it must show in its Tender in accordance with Article 11 of the ARN[2016]:

(i) that the third party/parties concerned complies/comply with the requirements set out in the Tendering Guide with regard to technical capability, and
(ii) that throughout the Engagement it will actually have access to the requisite resources of such third party/parties required for the performance of the Engagement (in the broadest sense) in accordance with Standard Form D.

In such cases the Participant must state this in part II section C of the ESPD (Standard Form B). The Participant must also complete Standard Form D. The completed Standard Form D signed by the Participant and the third party/parties concerned, together with the relevant supporting documents, must be enclosed with the Tender.

In the event of reliance on the technical capability of one or more third parties, they must also actually be used to the specified degree in the performance of the Engagement. Where applicable, the Participant must also explain in its Tender how it guarantees that the technical capability of the respective third party/parties will actually be used in the performance of the Engagement.

No reliance may be placed in the Tender on a third party to which a Ground for Exclusion applies.

Please note: If reliance is placed on more than one third party, a copy of the Standard Forms must be completed, signed and enclosed with the Tender for each third party individually.

2.8 Submission of Tender by a Consortium and/or use of third parties (main contract and subcontract)

2.8.1 Consortium: ESPD

Each member of a Consortium must itself submit a fully completed ESPD. The ESPD and the appendices must be signed by the legally authorised representative of the Consortium member concerned. Each member of the Consortium must also state in Part II of the ESPD what its role is in the Consortium.

2.8.2 Consortium: Consortium Formation Statement

When submitting a Tender, a Consortium must submit a statement on its formation. Standard Form E of this Tendering Guide contains the model for this statement.

2.8.3 Consortium Agreement on request

If requested, the Consortium must submit a Consortium Agreement within ten (10) calendar days in accordance with Article 10.2 of the ARN[2016]..

2.8.4 Consortium: Joint and several liability

When the Engagement is awarded, each member of the Consortium must state it is jointly and severally liable for the performance of the entire Engagement, in accordance with Article 10.4 of the ARN[2016].

2.8.5 Consortium: no changes permitted

After submission of the Tender, no changes may be made to the Consortium without the prior written consent of the Contracting Party. Such consent will only be granted in very exceptional circumstances (e.g. if Participants or members of the Consortium become the subject of a merger or acquisition). The Contracting Party may attach conditions to such consent. A Consortium must in any case continue to satisfy the requirements imposed in this Tendering Guide.

2.8.6 Consortium: General partnership or legal entity

If the winning Tender is submitted by a Consortium, the Consortium, after the award of the Engagement, must establish a general partnership (VOF in Dutch) or a legal entity for the purpose of performing the Engagement.

2.8.7 Engaging third parties

- Even though they independently meet the (minimum) Suitability Requirements applying to this Procurement Procedure, both Participants and a Consortium of Participants may wish to engage third parties for the performance of the Engagement. In principle, Participants must themselves perform the Engagement entirely independently. Third parties may be engaged only if, in the next phase of the Procurement Procedure, the Participant explicitly states in its Tender which third parties it wishes to engage and for which elements of the Engagement it intends to do so.
- The Participant must also warrant that the third party concerned meets all requirements stated in this Procurement Procedure for the activities to be assigned to that third party.
- The Contracting Party will be entitled to verify the correctness of this warranty.
- The Participant bears full responsibility for any third parties it engages.
- If a Participant already intends to engage third parties for the performance of the Engagement, it must enter the third party's details in the ESPD (Standard Form B).

2.9 Other conditions

2.9.1 Official language

English will be the official language throughout the Procurement Procedure.

2.9.2 Intellectual property

Intellectual property rights arising from the information provided by the Contracting Party always belong to the Contracting Party. No part of this Tendering Guide may be reproduced (other than for the purposes of submitting a Tender) by means of printing, photocopying, scanning or microfilm or by any other means without the prior written permission of the Contracting Party. Infringement of this provision may result in immediate exclusion from this Procurement Procedure and may be deemed to be a circumstance as referred to in Article 7 of the ARN^{2016} and/or Article 22.2 of the ARN^{2016}. The provisions of this section are without prejudice to the Contracting Party's entitlement to compensation.

2.9.3 Confidentiality

The Contracting Party will treat as confidential any information provided by the Participant which it knows or has reason to believe is confidential and will in any case take account of the legitimate (commercial) interests of the Participant.

2.9.4 Applicable conditions

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

2.9.5 Reservation concerning discontinuation of the procedure

The Contracting Party is not obliged to make an award decision during this Procurement Procedure or to conclude a Contract with a Participant. In the following cases, namely:

a. Suspension and/or cancellation of this Procurement Procedure at any time; or

b. Suspension and/or postponement of and/or addition of further conditions to the award decision; or

c. No award decision being made; or

d. No follow-up action being taken after an award decision; or

e. No conclusion of a Contract;

participants have no entitlement whatever to receive compensation from the Contracting Party, including any legal successor(s) and/or associated persons/legal entities, for any damage and/or costs, however designated and on whatever grounds. Furthermore, by participating in this Procurement Procedure they expressly and unreservedly accept the aforementioned reservations stipulated by the Contracting Party.

2.9.6 Choice of law and forum

This Procurement Procedure is governed by the law of the Netherlands. Any disputes will be submitted to Den Bosch District Court.

2.9.7 Ownership of information

All information carriers and documentation provided by the Participant as part of the Tender will become the property of the Contracting Party and will not be returned but will be treated and stored confidentially. They will be destroyed in due course.

2.9.8 Agreement

By submitting a Tender, the Participant unconditionally agrees to the provisions of this Tendering Guide and other provisions applicable to the Procurement Procedure. Conditional Tenders will be deemed not to have been submitted and will not be eligible for award of the contract.

3 ASSESSMENT PROCEDURE

The award will be made following assessment of the Tenders to determine their completeness, the applicability of Grounds for Exclusion (GfE), and compliance with the (minimum) Suitability Requirements and the Assessment Criteria below. All Tenders which comply with the Assessment Criteria will be assessed for compliance with the Award Criteria. To ensure that assessment can proceed as smoothly as possible, you should follow the instructions given in this Tendering Guide.

The assessment

The assessment of the Tenders will be conducted in accordance with the steps in Table 5.

Table 5. Assessment procedure steps

Step	Description
1	Timely/ complete receipt of the Tenders
2	Grounds for Exclusion (GfE)
3	(Minimum) Suitability Requirements
4	Assessment of Assessment Criteria
5	Assessment of Award Criteria/Prices
6	Announce Tender result (intended Contractor(s))
7	Verification phase
8	Check of Supporting Documents
9	Announcement of provisional award
10	Objection period
11	Final award and granting of Engagement

Explanation:

1. First, it is determined whether the Tender has been submitted on time, is complete and fulfils the procedural requirements (see section 2.7.6. A Tender which is incomplete (for example, due to missing statements or documents) after the closing date or does not fulfil the requirements will, in principle, be excluded.

2. Second, the Contracting Party will assess the Tenders against the specified Grounds for Exclusion. If a Ground for Exclusion applies to a Participant, this will, in principle, lead to exclusion.

3. Third, compliance with the (minimum) Suitability Requirements will be assessed. If any (minimum) Suitability Requirements are not complied with, this will, in principle, result in exclusion.

4. Fourth, compliance with the Assessment Criteria will be assessed. All Assessment Criteria have a knock-out character. If one or more Assessment Criteria are not complied with, this will, in principle, result in exclusion.

5. In this phase, the individual members of the assessment committee will assign points for each Award Criterion.

All Tenders which have not been excluded will be assessed by an independent assessment committee with relevant expertise.

Each Tender is judged on its own merits. Nevertheless, the assessors may also take into account what they have observed in other Tenders during their qualitative assessment. Indeed, this may partially determine the assessment framework and expectations of the assessment committee and its individual members.
Each assessor will perform a qualitative assessment based on their own experience and expertise. This means that the assessors may assess a particular Tender differently. When the assessment committee meets in plenary session, it discusses the reasoning of its individual members and reaches consensus on the score.
An important factor in making the qualitative assessment based on the Award Criteria is how the Participant has substantiated the choices it has made. The following questions play a role in this connection:

- Does the Participant clearly explain its reasoning?
- Is there a clear logic/train of thought behind the choices it has made?
- Are the various elements of the Tender mutually consistent?
- Does the Participant demonstrate awareness of any disadvantages of its choices and does it explain why the advantages outweigh the disadvantages?

In short, it is up to the Participant to explain the choices it has made to the assessment committee and to convince it of their correctness.

The final scores are rounded to one decimal place. Scores above .050 are rounded up and scores below that figure are rounded down. The Participant with the highest final score is the first to be eligible for the award of the Engagement. This is checked by the Contracting Party's Tender Committee.

If two (2) or more Participants have the same highest final score after points have been awarded based on the Award Criteria and thus both end in first place, the first step is to check the non-rounded final scores. If the non-rounded final scores are also equal, the notice of intended award of the Engagement will be issued to the Participant which has achieved both the shared highest final score and the highest score in respect of Award Criterion AW1 Requirements compliancy (functionality).
If the Participants with the highest final score have also scored the same in respect of Award Criterion AW1, the notice of intended award will be issued to the Participant which has also achieved the highest final score in respect of Award Criterion AW2. If the Participants with the highest final score have also scored the same in respect of Award Criterion, the question of which of the Participants concerned will receive the notice of intended award will be settled by the drawing of lots by a civil-law notary. The Participants concerned may be present when the lots are drawn.

6. The result of the assessment will be announced to all Participants who have tendered. The Verification Phase involving the intended Contractor will then start. If this is concluded with a positive result, notice will be given of the intention to award the Engagement.

7. At the same time, the Participant with the best price-quality ratio per lot will be requested to supply the required Supporting Documents within ten (10) calendar days.

8. If it is apparent from assessment of the supporting documents that the selected Participant

9. does not fulfil all the specified criteria or if the supporting documents were received too late, the Participant concerned will be excluded from further participation in the Procurement Procedure and its place will be taken by the Participant which came second based on the above assessment.

10. In deviation of the ARN^{2016} Article 18 (6), does not apply. The term for objection after the announcement of the provisional award is twenty (20) days in which the objecting Participant can, if desired, institute preliminary relief proceedings under civil law, in accordance with Article 18 (9) of the ARN^{2016}.

11. Any award of the Engagement will take place on condition that the Participant concerned has shown:
    a. that none of the Grounds for Exclusion applies to it on the date of the award;
    b. that it fulfils the (minimum) Suitability Requirements on the date of the award; and
    c. that it fulfils the Assessment Criteria.

    Only after the above conditions have been fulfilled can the Engagement be definitively awarded based on the draft Contract in this Tendering Guide, including any amendments as set out in a Summary of Additional Information and Changes.

4 REQUIREMENTS TO BE FULFILLED BY THE PARTICIPANT

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

Table 6. Supporting documents to be submitted (with Tender or on request)

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

In order to limit the administrative burden on Participants, the Contracting Party uses the European Single Procurement Document and a limited number of Supporting Documents. The Tender must be accompanied by the Supporting Documents listed in Table 6, in the column: Documents to be submitted 'with Tender'. After receiving a written request from the Contracting Party, the Participant must submit the supporting documents specified in the 'On request' column of Table 6 within ten (10) calendar days. To submit supporting documents, you may use eCertis https://www.tenderned.nl/ecertis. The risk that the Supporting Documents cannot be obtained in time is borne by the Participants.

Where a Tender is submitted by a Consortium or with subcontractors, section 2.8 of this Tendering Guide also applies. These supporting documents must therefore be supplied by each of the Consortium Members, unless stated otherwise.

The assessment will first be made by reference to the answers provided to the questions in the ESPD and the supporting documents to be submitted. The Participant warrants that these statements faithfully represent its actual situation at the moment of submission.

4.1 Grounds for Exclusion (GfE)

Submitting Tenders for more than one Lot: irrespective of the number of Lots for which a Tender is submitted, the Participant only needs to provide the required information once.

The following Grounds for Exclusion apply to this Procurement Procedure:

4.1.1 GfE1: European Single Procurement Document

Only the original copy of the ESPD enclosed in Standard Form B with the Tendering Guide may be submitted for the purposes of the Tender. The text of the ESPD must not be retyped, added to or modified. Adjustments of any kind to the ESPD can result in exclusion from participation in the further course of the Procurement Procedure, regardless of the extent of adjustment.

The ESPD must be completed either electronically or by hand. An electronically completed ESPD must be printed out and signed. The scanned ESPD (PDF format) must be submitted with the Tender.

The ESPD must be signed and the Appendices initialled by a legally authorised representative of the Participant. Such legality must be demonstrated by means of an extract from the commercial register or, if necessary, a power of attorney (if this person holds a power of attorney, you are requested to append both the extract and the power of attorney to the Tender.)

In the case of a Consortium, each of the Consortium Members must demonstrate that the person signing the ESPD is a legally authorised representative.

If the information given in the ESPD proves to be false after the verification within the aforesaid period, or cannot be verified within that period due to the lack of the aforementioned Supporting Documents, this may be interpreted as a false statement as defined in Section 2.87(1)(h) of the Public Procurement Act. This can result in exclusion from further participation in this Procurement Procedure.

<u>Section 2.86 of the Public Procurement Act</u>

All Grounds for Exclusion as stated in Section 2.86 of the Public Procurement Act apply and have therefore been incorporated in this ESPD. As proof that none of the stated circumstances applies to the Participant, the Contracting Party will receive the ESPD from each Participant, on the basis of which it can be assumed that the Grounds for Exclusion are not applicable to the Participant.

Furthermore, by means of the ESPD, the Participant also states that the Supporting Documents as referred to in Section 2.86 of the Public Procurement Act, such as the 'Certificate of Good Conduct for Tendering' will be supplied within ten (10) calendar days of the first request of the Contracting Party.

Where a Tender is submitted by a Consortium, the Consortium will be excluded if one or more of its Members find themselves in one or more of the aforementioned circumstances.

<u>Section 2.87 of the Public Procurement Act</u>

All Grounds for Exclusion as stated in Section 2.87 of the Public Procurement Act apply and have therefore been incorporated in this ESPD. As proof that none of the circumstances listed in Section 2.87 of the Public Procurement Act applies to the Participant, the Contracting Party will receive the ESPD from each Participant, on the basis of which it can be assumed that the Grounds for Exclusion are not applicable to the Participant.

Furthermore, the Participant also states through the ESPD that the Supporting Documents as referred to in Section 2.87 of the Public Procurement Act will be supplied within ten (10) calendar days of the first request of the Contracting Party.

Where a Tender is submitted by a Consortium, the Consortium will be excluded if one or more of its Members find themselves in one or more of the aforementioned circumstances.

4.1.2 GfE2: Registration in the national professional/ trade register

A statement, no older than six (6) months, as referred to in subsection 1 of Section 2.89 of the Public Procurement Act, showing that the Participant is registered in the national professional/ trade register in accordance with the requirements applying in the country in which the Participant is established, or, if such a statement is not issued in the country of establishment, a sworn statement or affidavit. In The Netherlands this function is performed by an extract of the entry in the Chamber of Commerce trade register.

The extract must show, among other things, that the person who signed the Tender is a legally authorised representative of the Participant. If the person signing is someone other than the person stated in the register of the Chamber of Commerce, the required power of attorney (or a copy thereof) must also be attached.

If the Participant is a Consortium, the certificate of registration of each Consortium Member in the national professional/trade register must be supplied.

The certificate of registration in the national professional/trade register must also be provided by third parties which Participants have engaged or wish to engage in the performance of the Engagement.

4.2 Suitability Requirements (SR): Technical and professional capability

Submitting Tenders for more than one Lot:
For SR1: for every single Lot for which a Tender is submitted, a statement of Core Competencies is needed.
For SR2, SR3 and SR4: irrespective of the number of Lots for which a Tender is submitted, the Participant only needs to provide the required information once.

The Participant must be technically and organisationally capable of performing the Engagement within the conditions set by the Contracting Party regarding time, quality and costs. The requisite capability can be demonstrated by means of one Reference for each Core Competency.

A maximum of one reference project or reference contract may be submitted for each Core Competency; however, a single reference project/contract may be used to demonstrate multiple Core Competencies.

4.2.1 SR1: Core Competencies/References

The Participant must demonstrate by means of one or more References that it has Core Competencies which the Contracting Party deems necessary for the proper performance of the Engagement. To this end it may refer to competencies that it has gained in the performance of Engagements which it completed on time no longer than three years previously – calculated from the closing date for Tenders – including any postponement granted to it.

To demonstrate suitability, the Participant should have the following Core Competencies as described in Table 7.

Table 7. Core Competences

Core competence	Description
Delivery capability	Provide a Reference of successful implementation of a project with a comparable solution design. By comparable, EANV expects:

	• The same products and components as offered to EANV; • Similar engagement volume; • A recent implementation (after 01 June 2016); • A comparable airport in terms of passenger numbers; • An active engagement, i.e. it should be a present customer. As part of your response, include the actual time schedule of the project.
Technical capability	Provide a Reference of an airport customer that demonstrates your technical capability of successfully overcoming technical challenges regarding the integration of a (non-compliant) third party system onto your solution.
Support capability	Provide a Reference of an airport customer that demonstrates your support capability of successfully meeting your service levels as agreed in your SLA with your customer.
Change Management capability	Provide a Reference of an airport customer that demonstrates your change management capability of successfully managing a significant change project with minimal impact on the airport's operations.

The requisite capability can be demonstrated by means of one Reference for each Core Competency, as referred to in Article 8.2.a of the ARN[2016]. A maximum of one Reference may be submitted for each Core Competency; however, a single Reference may be used to demonstrate multiple Core Competencies. This must be done by completing the form in Standard Form F when submitting the Tender.

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

- the name of the organisation;
- a brief description of the main activities of the organisation;
- the size of the Engagement per year in EUR;
- a brief description of the services provided for the organisation;
- the term of the contract for the Engagement;
- the name and telephone number of the contact of the organisation where the Engagement was performed.

As proof of its compliance with the above, the Participant should complete and sign the enclosed Standard Form F.

If the Participant uses as a reference an engagement that has not yet been (fully) completed, it may only quote the actual results of the current contract and cannot simply submit a forecast of the results. The Participant must supply all the References it has quoted. The Contracting Party reserves the right to check the correctness of the Reference by getting in touch with the contact of the organisations concerned.

Where a Tender is submitted by a Consortium or with the assistance of third parties (subcontractors), the Consortium members or the main contractors and subcontractors together should show that the Participant fulfils the aforementioned requirements.

The specified Reference project(s) should have been performed expertly and correctly to the satisfaction of the client concerned. This must be demonstrated for each project by means of a declaration by the client concerned. It should also be apparent from the aforementioned declaration(s) (per Reference project) that the project concerned has been completed or delivered, as the case may be (including any postponement that has been granted). The client's statement as referred to here must be part of the Tender and the supporting documents, and therefore enclosed with the Tender. The engagements specified in Standard Form F, which are not accompanied by a client's statement with the Tender, or which have been issued by an economic operator belonging to the same group as the Participant, are not eligible to be treated as References.

4.2.2 SR2: Quality assurance requirements

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

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

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

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

4.2.3 SR3: Requirements regarding the organisation

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

The disciplines are as follows:

- research & development (product development & innovation);
- production (proficient and professional production to ensure delivery of what has been requested by the Contracting Party);
- project management (management of projects to ensure delivery of what has been requested by the Contracting Party);
- logistics and transport (timely and correct storage and dispatch to ensure delivery of what has been requested by the Contracting Party);
- implementation and placement (expert, correct and timely implementation/placement to ensure delivery of what has been requested by the Contracting Party);
- service management organization.

4.2.4 SR4: Safety, health and environmental management system

The Participant must supply documents showing that it has in place a safety, health and environmental management system based on VCA[2] (SHE (Safety, Health and the Environment) Checklist Contractors) or a demonstrably comparable certificate. The certificate, issued by a recognised certification institution, must be valid on the date of

[2] More information: https://vca.nl/en

Procurement and must relate to the nature of the activities. A valid certificate must also be lodged for the specified subcontractors and a VCA** certificate for the main contractor.

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

5 ASSESSMENT CRITERIA

Table 8 sets out the Assessment Criteria with which the Tender must comply if the Participant wishes to be eligible for the award of the Engagement. Tenders that do not comply with the Assessment Criteria are deemed not to have been submitted. However, the Contracting Party is entitled to request a Participant to supplement or explain in more detail the declarations and documents submitted by it in the context of the Assessment Criteria (within a period to be set by the Contracting Party) and/or to give a Participant the opportunity to put right any defects which the Contracting Party believes can be easily rectified.

The remainder of this section will specify what information the Participant must supply to allow the assessment in respect of Assessment Criteria ASS1 to ASS3 and, in so far as relevant, in what way the Contracting Party will appraise or assess this information.

Table 8. Assessment Criteria overview

Criterion	Description	Section
ASS1	Tender letter	5.1
ASS2	Declaration of agreement to terms and conditions	5.2
ASS3	Validity statement	5.3

5.1 ASS1: Tender letter

The Participant must submit a tender letter containing the following information:

a) Name of Participant (as registered in the Dutch Chamber of Commerce)
b) Chamber of Commerce number
c) Names of contact and his deputy
d) Address, telephone number and email address of contact and his deputy
e) Composition of the Tender (table of contents of the files)
f) Reference to this Tendering Guide
g) Statement that the Participant will still fulfil all the requirements of this Tender at the time of the award
h) Signature by the duly authorised officer of the Participant as evidenced by the certificate of registration in the national professional / trade register submitted together with the Tender.

5.2 ASS2: Declaration of agreement to terms and conditions

The Participant should accept the draft Contract. During the information phase, before the Summary of Additional Information and Changes (Nota van Inlichtingen), there is an opportunity to respond to the draft Contract by submitting questions. These questions are answered in the Summary of Additional Information and Changes. After the Summary of Additional Information and Changes is issued, no further changes will be made.
The Participant must also state that it meets all the requirements and conditions specified in the Tendering Guide. After the Summary of Additional Information and Changes is issued, no further changes will be made.

By completing and signing the Standard Form G the Participant states that it:

- unconditionally agrees to the draft Contract, as included in the *Appendix 3 Draft Contract* and possibly changed in a Summary of Additional Information and Changes; and

- unconditionally agrees to the Programme of Requirements, as included in *Appendix 2: Programme of Requirements* and possibly changed in a Summary of Additional Information and Changes.

The Participant must state that it complies with this. The completed Standard Form G signed by the Participant should be enclosed with the Tender.

5.3 ASS3: Tender validity statement

By way of derogation from Article 15 of the ARN^{2016}, the Participant states, by completing and signing Standard Form G, that it will maintain its Tender for at least 90 calendar days.

6 AWARD CRITERIA

If a Tender has been designated as valid and fulfils all the Assessment Criteria, it is assessed on the basis of the Award Criteria in Table 9. The Tender which has the best price-quality ratio (BPQR), per lot, is eligible to be awarded the Engagement. The BPQR is determined based on the number of points per element and, after weighting, the attainment of the highest total score and the offered pricing.

The Participant is not allowed to include references from one part of its Tender to another. In other words, it must be possible to read and assess each Award Criterion or Sub-Criterion separately in the Tender.

Secondly all lots will be assessed individually, based on the individual outcome of below mentioned cost-effectiveness, lots will be awarded.

Table 9. Award (AW) Criteria, score and weighting

Award Criterion	Maximum score	Weight
AW1: Functionality	10 points	45 %
AW2: Quality of Solution design and Implementation plan	10 points	30 %
AW3: Quality of Service Level Agreement	10 points	20 %
AW4: Corporate Responsibility	10 points	5 %
	40 points	**100 %**

The maximum number of points that can be scored for each Award Criterion is ten (10) points. In the remainder of this chapter, the actual assessment and scoring method will be explained. Each Award Criterion will be weighed according to the specified weight, such that the actual calculation of the total score is:

Total score = 45% * [Score AW1] + 30% * [Score AW2] + 20% * [Score AW3] + 5% * [Score AW4]

6.1 AW1: Functionality

EANV has defined a Programme of Requirements, which can be found in Appendix 2. This document can be divided into two parts:

1. Explanation of the as-is situation at Eindhoven Airport with respect to the scope of this Engagement, including specifications and visual content;
2. List of requirements and questions.

The Participant is requested to fill in Standard **Form H Requirements Compliancy List** in which Participant is requested to explain if, how, and to which extent Participant meets the EANV requirements. A detailed description of the requirements is found in Appendix 2, Programme of Requirements. Please note the following:

- Some requirements are marked as **Critical**. If the offered solution fails to meet these requirements (which is subject to discretion of the assessment committee), your Tender will be put aside as non-compliant.
- In case of **High/Medium/Low** requirements, the Participant is requested to explain to which extent a requirement is met by providing one of the following compliance answers:
    - Standard; meaning that the Participant's product meets the requirement without customization.

- Customisation required; meaning that customization is required to the Participant's product in order to meet the requirement. In this case the Participant must quote an amount in Standard Form I (per lot) at the line "Customization" to meet the criteria, including offering a number of weeks what should be included in order to realize this requirement in the total solution. If the requirement can be realized within the standard implementation planning, zero (0) weeks should be quoted. The amount and the additional developing time should also be mentioned in the column "Participant remarks" in Standard Form H.
- Non-compliant; meaning that the Participant does not fulfil the requirement.

- For clarity reasons, **Questions** are listed together with the requirements, but do not affect the awarded points for this Award Criterion (AW1). The Participant must answer all questions in its Solution design and Implementation plan (AW2).

The points are allocated as stated in Table 10.

Table 10. Requirement points allocation

	Standard	Customisation required	Non-compliant
Critical	N/A. Failing a critical requirement leads to exclusion.		
High	10	5	0
Medium	5	2,5	0
Low	2	1	0
Question	N/A. Should be covered in Solution design and Implementation plan. See AW2.		

The number of requirements vary per lot. Therefore the maximum number of points that can be scored for AW1 also vary per lot as depicted in Table 11. Therefore the score for AW1 will be normalised to a scale of 0-10 by dividing the amount of points scored by the normalisation factor. The result will be rounded to one decimal.

Table 11. Maximum number of points and normalisation factors

	Lot 1	Lot 2	Lot 3
Maximum number of points	350 points	315 points	320 points
Normalisation factor	35	31,5	32

For example, when a Participant submits a Tender for Lot 1 and scores 200 points for the requirements. His actual score for AW1 will be: 200 / 35 = 5,71.

6.2 AW2: Solution design and Implementation plan

In order to enable the Participant to offer the best solution, the Participant shall submit a Solution design and Implementation plan (SD&IP) that elaborates on the exact offering of the Participant. As described earlier, all **Questions** that are listed in the Programme of Requirements (Appendix 2) must be answered in the submitted SD&IP.

Please note the following:

- The (phased) delivery time must be mentioned in this plan and should be a committed date based on: t + n weeks, whereby t is the contract signature date.

- EANV has a strong preference that, without any additional costs, Lot 1 will be implemented in Q4 2019.
- EANV prefers to implement Lot 2 and Lot 3 in Q1 2020.
- Implementation can take place during operational hours of the Airport Maintenance team (See Appendix 2), provided that a phased approach is applied and prior approval is received from the Airport Operations department.

The submitted SD&IP will be assessed based on the following:

- Does the SD&IP answer all questions, as per the Programme of Requirements?
- Does the SD&IP optimally align to the EANV's strategic goal Operational Excellence?
- Does the SD&IP demonstrate optimal user friendliness with respect to end-users?
- Does the SD&IP demonstrate optimal user friendliness with respect to field service engineers?
- Does the SD&IP demonstrate optimal ease-of-use and intuitiveness with respect to inexperienced end-users?
- Does the SD&IP demonstrates optimal performance measures?
- Does the SD&IP demonstrate smart thought-out design characteristics?
- Does the Participant demonstrates adequate expertise on airport processes in general and how to incorporate these?
- Does the SD&IP demonstrate adequate tailoring to the specific characteristics of EANV, e.g. limited terminal area?
- Does the Participant demonstrates adequate expertise on how to successfully implement its offering?
- Does the SD&IP proportionally requires infrastructural changes?
- Does the SD&IP optimally align with the schedule/planning EANV prefers to follow?
- Does the SD&IP optimally addresses adoption by the airport, handlers and passengers?

Table 12 describes the possible scores for AW2, together with the number of points that will be awarded accordingly.

Table 12. Possible scores for AW2

	Description	**Points**
Excellent	The SD&IP consists of a content related, relevant and appropriate answer that is based on all fundamentals of this tender. All content related elements and specific innovative particularities (innovative or creative ideas, details and characteristics of a given answer or description) are mentioned that align with the question of EANV. (above expectation)	10
Good	The SD&IP consists of a content related, relevant and appropriate answer that is based on all fundamentals of this tender. All content related elements are mentioned and align with the question of EANV. No specific innovative particularities (innovative or creative ideas, details and characteristics of a given answer or description) are mentioned. (according to expectation)	7
Mediocre	The SD&IP consists of a limited content related, relevant and appropriate answer that is based on some relevant fundamentals of this tender. Some relevant content related elements are mentioned and partly align with the question of EANV. No specific innovative particularities (innovative or creative ideas, details and characteristics of a given answer or description) are mentioned. (below average)	4

Not sufficient	The SD&IP does not consist of a content related, relevant and appropriate answer that is based on some relevant fundamentals of this tender. Relevant content related elements are not mentioned and not aligned with the question of EANV. No specific innovative particularities (innovative or creative ideas, details and characteristics of a given answer or description) are mentioned. (Not compliant)	0

6.3 AW3: Service Level Agreement

EANV is willing to adopt the standard Service Level Agreement (SLA) of the Participant. Therefore the Participant must submit an SLA as part of its Tender. The submitted SLA will be assessed as part of this Procurement Procedure.

As described in the scope of the Engagement (paragraph 1.3 and 1.4), EANV aims to provide Level 1 support and field services.

Level 1 support activities include:
- Incident management, including registration, classification and triage
- Problem management
- Change management
- SLA management across third-party service providers
- End-user support
- If no solution can be achieved, escalation to Level 2

Field service activities include:
- Consumable management
- Device replacement (hardware swaps)
- Warranty hardware dispatch
- Non-warranty hardware fixes
- Preventive maintenance carried out to a minimum at the frequency and content as specified in the Participant's and/or manufacturer's directives.
- Logistics & returns
- Reporting

EANV expects the Participant to submit an SLA for all maintenance and support activities not covered by EANV as per the explanation above. This includes, but is not limited to, activities like:
- Networking and connection management
- Platform administration (*for configurations not accessible to Level 1 support)*
- Service delivery management & reporting
- Access to L2 Subject Matter Experts (SMEs)
- If no solution can be achieved, escalation to Level 3
  - This includes teams such as developers, architects, or engineers who maintain the product
- The facility for technicians to reproduce problems in the lab environment to identify the root cause, using product code, designs, or specifications. Once the root cause is identified, the fixes to the issues are documented and communicated back to EANV.

The submitted SLA will be assessed by the assessment committee based on the following:

- Does the SLA optimally aligns with the needs of EANV regarding the provision of Level 1 support and field services?
- Does the SLA demonstrates an adequate uptime guarantee?
- Does the SLA optimally aligns with the operational hours of EANV?
- Does the SLA demonstrates adequate response times for reported incidents, problems, bugs and changes?
- Does the SLA demonstrates adequate resolve times for reported incidents, problems, bugs and changes?
- Does the SLA describe proportional compensations in case service levels are not met?
- Does the SLA outlines the required field service activities to be provided by EANV?
- Do the provided field service activities proportionally align with the solution?
- Do the provided field service activities proportionally align with the required skill set of the field service engineer?
- Do the required qualifications or certifications for the field service activities proportionally align to the activities itself?
- Do the prescribed amount and costs of the prescribed spare parts proportionally align with the solution?

Table 13 describes the possible scores for AW3, together with the number of points that will be awarded accordingly.

Table 13. Possible scores for AW3

	Description	**Points**
Excellent	The SLA consists of a content related, relevant and appropriate answer that is based on all fundamentals of this tender. All content related elements and specific innovative particularities (innovative or creative ideas, details and characteristics of a given answer or description) are mentioned that align with the question of EANV. (above expectation)	10
Good	The SLA consists of a content related, relevant and appropriate answer that is based on all fundamentals of this tender. All content related elements are mentioned and align with the question of EANV. No specific innovative particularities (innovative or creative ideas, details and characteristics of a given answer or description) are mentioned. (according to expectation)	7
Mediocre	The SLA consists of a limited content related, relevant and appropriate answer that is based on some relevant fundamentals of this tender. Some relevant content related elements are mentioned and partly align with the question of EANV. No specific innovative particularities (innovative or creative ideas, details and characteristics of a given answer or description) are mentioned. (below average)	4
Not sufficient	The SLA does not consist of a content related, relevant and appropriate answer that is based on some relevant fundamentals of this tender. Relevant content related elements are not mentioned and not aligned with the question of EANV. No specific innovative particularities (innovative or creative ideas, details and characteristics of a given answer or description) are mentioned. (Not compliant)	0

6.4 AW4: Corporate Responsibility

EANV operates its business with due respect for people, the environment and its surroundings. Corporate Responsibility (CR) is intertwined with all activities, projects and plans of EANV. EANV has five CR themes that it implements at a strategic level:

1. Climate-friendly airports; we are reducing CO_2 emissions at our airport and generating sustainable energy.
2. Circular economy; we deal consciously with raw materials and commodities in order to create long-term value.
3. Environment and quality of life; we actively contribute to the region as an attractive residential and working area. We want to be an involved and reliable neighbour and, in dialogue with our stakeholders, we invest in innovative and sustainable initiatives that benefit the quality of life and development of the region.
4. Sustainable employment; we are developing the airport in a sound economic manner through good coordination between education and the job market and an adequate supply of motivated people from diverse backgrounds.
5. Chain Responsibility: We expect our suppliers to operate with due respect for the interests of people, the environment and the surroundings and to make demonstrable efforts in creating social and environmental benefits. It is crucial for partners in the chain to keep each other and their own suppliers on their toes. Corporate Responsibility thrives during critical and constructive dialogue.

Eindhoven Airport N.V. assumes an active role in this dialogue and is keen to take inspiration from the concrete plans, initiatives and innovations of its partners in the area of Corporate Responsibility. The Participant is requested to explain in a corporate responsibility proposal how the CR goals of EANV are addressed by Participant as part of the delivered services. Your proposal will be assessed by the assessment committee. Length of your corporate responsibility proposal is **maximum 2 A4 pages** and should refer to this specific project.

The submitted corporate responsibility proposal will be assessed based on the following:

- Does the proposal optimally aligns with EANV's CR themes?
- Does the Participant demonstrates adequate expertise on incorporating CR in its solution?
- Does the proposal outlines concrete and feasible plans with respect to incorporating CR?
- Does the proposal outlines plans that can be verified?
- Does the proposal demonstrates maximal climate-friendly measures?
- Does the proposal adequately addresses a disposal/recycling policy that aligns with EANV's CR themes?
- Does the Participant demonstrates adequate effort with respect to reusing existing systems and/or components?

Table 14 describes the possible scores for AW4, together with the number of points that will be awarded accordingly.

Table 14. Possible scores for AW4

	Description	**Points**
Excellent	The corporate responsibility proposal consists of a content related, relevant and appropriate answer that is based on all fundamentals of this tender. All content related elements and specific innovative particularities (innovative or creative ideas, details and characteristics of a given answer or description) are mentioned that align with the question of EANV. (above expectation)	10
Good	The corporate responsibility proposal consists of a content related, relevant and appropriate answer that is based on all fundamentals of this tender. All content related elements are mentioned and align with the question of EANV. No specific innovative particularities (innovative or creative ideas, details and characteristics of a given answer or description) are mentioned. (according to expectation)	7

Mediocre	The corporate responsibility proposal consists of a limited content related, relevant and appropriate answer that is based on some relevant fundamentals of this tender. Some relevant content related elements are mentioned and partly align with the question of EANV. No specific innovative particularities (innovative or creative ideas, details and characteristics of a given answer or description) are mentioned. (below average)	4
Not sufficient	The corporate responsibility proposal does not consist of a content related, relevant and appropriate answer that is based on some relevant fundamentals of this tender. Relevant content related elements are not mentioned and not aligned with the question of EANV. No specific innovative particularities (innovative or creative ideas, details and characteristics of a given answer or description) are mentioned. (Not compliant)	0

6.5 Pricing and commercial conditions

Participant is required to fill in the pricing sheet in its entirety. The pricing sheet has been made available as Standard form I. This pricing sheet adds all fees to a total cost of ownership, existing of one-off costs and recurring costs (5 years).

Based upon the pricing the cost effectiveness, per lot, will be calculated as showed in Figure 1.

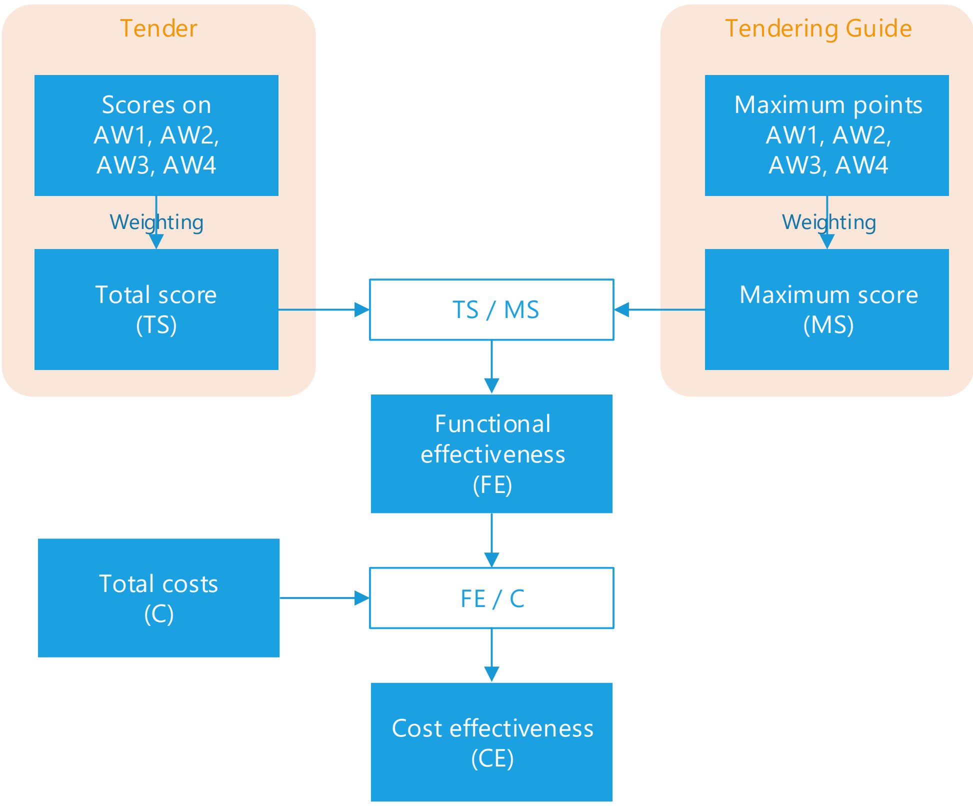

Figure 1. Cost effectiveness calculation diagram

The outcome with the highest number for cost effectiveness as described above will be awarded. An example calculation is stated in Table 15. In this example the contract for this lot would be awarded to Participant A as the Participant A has the highest cost effectiveness (CE).

Table 15. Cost effectiveness calculation example

	AW1	AW2	AW3	AW4	TS	MS	FE	C	CE
Particip. A	7.5	4	7	7	**0.45 * 7.5 + 0.3 * 4 + 0.2 * 7 + 0.05 * 7 = 6.325**	10	**6.325 / 10 = 0.6325**	€ 95	**0.6325 / 95 = 0.00666**
Particip. B	6.8	4	10	7	**0.45 * 6.8 + 0.3 * 4 + 0.2 * 10 + 0.05 * 7 = 6.61**	10	**6.61 / 10 = 0.661**	€ 100	**0.661/ 100 = 0.00661**
Particip. C	8.4	10	7	4	**0.45 * 8.4 + 0.3 * 10 + 0.2 * 7 + 0.05 * 4 = 8.38**	10	**8.38 / 10 = 0.838**	€ 150	**0.838/ 150 = 0.00559**

STANDARD FORM A - CHECKLIST

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

Subject	Checklist questions	Enter: Yes / No
Section 2.3	Tender submitted by 15:00 on 19-Jul-2019 via TenderNed?	
Section 2.9.1	Tender drawn up in English?	
Miscellaneous	Standard Forms completed, signed and enclosed?	

Documents to be submitted with Tender			
Description of question/requested item	**Format**	**Explanation**	**Enter: Yes / No**
Checklist *fully completed and duly signed*	STF A		
Tender Letter *fully completed and duly signed*	none	Chapter 5.1	
ESPD (scanned version) *Fully completed and duly signed*	STF B	Chapter 4.1.1	
Proof of registration in the national professional/commercial register (Chamber of Commerce) *For every Consortium Member or third party involved in the performance of the Engagement (if applicable)*	none	Chapter 4.1.2	
Reliance on financial capacity of third party, including Supporting Documents (if the Participant wishes to rely on this)	STF C	Chapter 2.7.8	
Reliance on technical capability of third party, including Supporting Documents (if the Participant wishes to rely on this)	STF D	Chapter 2.7.8	
Consortium formation statement *with detailed reasons for forming the Consortium (in the case of a Consortium)*	STF E		
Statement about Core competency/Reference <u>per lot</u> *Including testimonials from clients*	STF F	Chapter 4.2.1	
Organisational chart and explanation (4.2.3) *Legal form, type of ownership and management*	none	Chapter 4.2.3	
Statement regarding • **requirements and conditions** • **the validity period of 90 calendar days**	STF G	Chapter 5.2 and 5.3	

Requirements compliancy list *for the purposes of the corresponding Award Criterion*	STF H	Chapter 6.1	
Solution design and Implementation plan *for the purposes of the corresponding Award Criterion*	none	Chapter 6.2	
Service Level Agreement *for the purposes of the corresponding Award Criterion*	none	Chapter 6.3	
Corporate responsibility *for the purposes of the corresponding Award Criterion*	none	Chapter 6.4	
Pricing sheet *for the purposes of commercial evaluation*	STF I	Chapter 6.5	

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

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

STANDARD FORM B - EUROPEAN SINGLE PROCUREMENT DOCUMENT

The European Single Procurement Document has been enclosed with the Tendering Guide as a separate document.
File: Standard_Form_B.docx.

STANDARD FORM C - RELIANCE ON FINANCIAL CAPACITY

The undersigned state that

- **[name of Participant**], with regard to the requirement referred to in section 2.7.8 of the Tendering Guidelines, relies on the resources of **[name of third party]**;
- [**name of third party**], as evidenced by the enclosed Supporting Document, fulfils this requirement solely or jointly with **[name of Participant**];
- [**name of Participant**] will, in the event that the Engagement is awarded to **[name of Participant]**, have free access throughout the term of the Engagement, at its first request, to the resources of **[name of third party]** necessary for the performance of the Engagement;
- **[name of third party]** acts fully and unconditionally as guarantor for the Contracting Party in the event that the Engagement is awarded to **[name of Participant]** with regard to compliance with the obligations arising from the Engagement. (If reliance is placed on the data of the holding or parent company and a section 2:403 statement is available, this should be enclosed with the Standard Form.)

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

Third party

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

Signed in confirmation of approval:

Participant

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

STANDARD FORM D - RELIANCE ON TECHNICAL CAPABILITY

The undersigned state that

- **[name of Participant**], with regard to the requirement referred to in section 2.7.8 of the Tendering Guidelines, relies on the resources of **[name of third party]**;
- **[name of third party]**, as evidenced by the enclosed Supporting Document, fulfils this requirement solely or jointly with **[name of Participant]**;
- **[name of Participant]** will, in the event that the Engagement is awarded to **[name of Participant]**, have free access throughout the term of the Engagement, at its first request, to the resources of **[name of third party]** necessary for the performance of the Engagement;
- **[name of Participant]** will engage **[name of third party]** at the first request of the Contracting Party as a subcontractor in the performance of the Engagement.

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

- **...**

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

Third party

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

Signed in confirmation of approval:

Participant

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

STANDARD FORM E - CONSORTIUM FORMATION STATEMENT

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

The Participant is a Consortium because:

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

If a Consortium is formed, the Participant must also, no later than ten (10) calendar days after the announcement of the award decision, submit a Consortium Agreement with an organisational chart, as well as a statement concerning acceptance of joint and several liability, in accordance with the requirements of Articles 10.2 and 10.4 of the ARN^{2016}.

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

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

STANDARD FORM F - CORE COMPETENCIES/REFERENCE

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

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

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

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

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

STANDARD FORM G - REQUIREMENTS AND CONDITIONS

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

- The Participant states that it unconditionally agrees to the draft Contract, as included in *Appendix 3 Draft Contract* and possibly changed in a Summary of Additional Information and Changes.
- The Participant states that it unconditionally agrees to the Programme of Requirements as formulated in the *Appendix 2 Programme of Requirements* and possibly changed in a Summary of Additional Information and Changes.
- By way of derogation from Article 15 of the ARN^{2016}, the Participant states that it will maintain its Tender for at least 90 calendar days.

Yes

☐

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

STANDARD FORM H - REQUIREMENTS COMPLIANCY LIST

The requirements compliance list is enclosed with this Tendering Guide as a separate document. File: Standard_Form_H.xlsx.

STANDARD FORM I - PRICING SHEET

The pricing sheet is enclosed with this Tendering Guide as a separate document. File: Standard_Form_I.xlsx.

APPENDIX 1 - ARN^{2016}

The 2016 Dutch Procurement Regulations for the Utilities Sectors are enclosed with this Tendering Guide as a separate document. File: Appendix_1_ARN2016_v1.0_English.pdf.

APPENDIX 2 – PROGRAMME OF REQUIREMENTS

The Programme of Requirements is enclosed separately with this Tendering Guide. File: Appendix_2_Programme_of_Requirements_v1.1.pdf.

APPENDIX 3 – DRAFT CONTRACT

The draft Contract is enclosed separately with this Tendering Guide. File: Appendix_3_Draft_Contract_v0.1.pdf.