

Invitation to Tender

of

EindhovenAirport 

for

European tender procedure

For

Regional Aircraft Noise Monitoring system

according to

Negotiation procedure with prior announcements



Dated: Klik of tik om een datum in te voeren.

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

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1. The Engagement

You are reading the Invitation to Tender of Eindhoven Airport N.V. concerning the procurement of the new Regional Aircraft Noise Monitoring system.

1.1. Client

Eindhoven Airport is the Netherlands' second largest airport, with over 6.7 million passengers in 2019. Airlines connect the south of the Netherlands with over 85 tourist and business destinations. The airport provides easy links between Brainport and Europe - and beyond - in balance with the surroundings. Together with its partner companies, the airport provides almost 2,000 jobs, making it one of the region's largest employers.

It is essential for the airport to have a strong bond with the surrounding community. We want our regional community to reap the benefits of the airport and to experience as little inconvenience as possible. That's why we continuously work on sustainable airport operations as well as on a sustainable living environment. We are conscious of the social impact an airport has. How do we fulfil our purpose?



Connector to the world: Eindhoven Airport connects. We are a home port or base of operations for people. With our network of destinations, we bring a large part of the world within reach.

Good neighbour: We are an approachable, open, inviting organisation that reaches out to our neighbours. We reach out and engage with our immediate stakeholders. Or invite them to join us. Getting to know each other is an important basis for respecting each other. In everything we do, the most important thing is what our activities mean for our 'neighbours' in the Brainport region of Eindhoven - for better and for worse. Safety comes first, both at and around the airport. We also want the Eindhoven region and surrounding area to benefit as much as possible from the airport and experience as little nuisance as possible.

Worthy entrance: For foreign visitors landing in Eindhoven, the airport is the first introduction to the city and the region. We want to achieve that visitors can immediately see and feel the region's distinctiveness. This includes an airport of which the region is proud. An airport as a worthy entrance, as an inviting business card.

Inspiring testing ground: The Eindhoven region is an ecosystem of educational institutions, multinationals, technology companies, SMEs and startups working together on ideas and technological solutions. Eindhoven Airport's ambition is to bring together innovative forces in the region and work together on sustainable solutions to aviation-related challenges. By using our airport to test innovative solutions, we want to be a source of inspiration for the region and the aviation sector. Specifically, with Fieldlab Eindhoven Airport, the airport is looking for relevant parties in the wider region that can support the airport with knowledge to further develop joint focus areas. These include the use of smart technologies to optimise operational airport processes, energy transition and electrification of aviation.

From the aforementioned four roles, we are able to make the region even better. Quality takes precedence over quantity. Growth is no longer an end in itself. However, we will continue to develop so that we keep in step with what the region asks of us. Our strategy and associated plans are geared to this.

1.2. Scope of the Engagement

1.2.1. In scope

The scope of the tender is about the data collection of aircraft noise around the airport. The complete scope contains the following topics:

- Noise Measuring Units: Devices to collect data related to air traffic around Airport Eindhoven
- Report handling system for aircraft noise;
- Integration of a track data feed, such as ADS-B or radar;
- The data supply to the core data platform of the airport: A central location where all data is being collected, processed and presented and which provides the possibility to perform cross analytics between multiple data sets.
- Installation, service and maintenance of the solution.

1.2.2. Our vision on scope

We envision that the supplier takes the role of an integrator and owner of the equipment and will be held responsible for the installation and total functionality and maintenance of the offered solution, to provide EANV with the data which is currently in our scope. This means that we would like the supplier to be responsible for the complete supply and functionality of the offered solution. This doesn't necessarily mean that the supplier should also be the manufacturer of the separate parts of the measuring equipment, this could also be sub-contracted by the supplier.

We would like this solution to be futureproof and to be able to connect and/or communicate with the current website 'Samenopdehoogte.nl', 'Nomosonline' of Schiphol Airport. and external systems to upload the data. This has to be a solution that is able to work interchangeable and independently from the partners own system.

1.2.3. Out of scope

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

- Application of (work) permits with local municipalities;
- Provisioning of physical infrastructural, e.g. electric grid and data cabling, up to the location of the NMU;
- Provisioning of flight data.

1.3. Project objectives

Based on its strategic themes, Eindhoven Airport N.V. has formulated the following specific objectives and ambitions for this Tender Procedure:

1.3.1. Objective 1

The regional aircraft noise monitoring system generates data and information.

The noise measuring units of the monitoring system generate noise data. These data sets should be collected according to the latest standards. By performing analyses on these data sets, information should be generated. This information is based on the data from the measuring system and will be linked to data on flight movements. The information generated should become available at various aggregation levels, including the level of annual averages and the level of an individual aircraft passage (an event). The information that can be automatically generated from the datasets should be made visually available (see Objective 2). In addition, the datasets collected with the measurement system should be made available to third parties, who want to conduct independent data research. Information on, for example, individual flight movements and annual averages should be automatically generated and made available. It must be possible to answer other analysis questions by means of data analysis. For this, external capacity must be within reach.

1.3.2. Objective 2

The regional aircraft noise monitoring system serves as a means of communication to the community.

The information generated by the measurement system must be made available in an online environment (a dashboard). This information has the potential to be viewed by a large group of people living in the vicinity of the Airport. It is important that the initial image of the dashboard is directly recognizable. A map with projected flight movements is such a recognizable image. The dashboard should in any case be available on [samenopdehoogte.nl](https://www.samenopdehoogte.nl). The focus of the dashboard should be on standard information

at different levels (see Objective 1). There should be a difference in communication between military and civil air traffic. Also, peculiarities in flight passages must be clearly indicated in the dashboard. There are several initiatives that also aim to communicate information from measurements, such as the national initiative for linking measurement networks around airports (PAMV) and the regional measurement network for air quality (eventually also noise). It is important to follow and connect to these initiatives. Providing easy insight into the data from the measurement system in a dashboard has the potential to improve the perception of the community and the measurements in relation to each other. For this, it is important to see how the locations of the measurement units can become representative of the locations where the community around the airport itself experiences aircraft noise, such as in a residential area.

1.3.3. Objective 3

The regional aircraft noise monitoring system brings measurement and calculation closer together.

It should be possible to compare the measurement noise data collected with the measurement system with the results of noise calculations. From this comparison, similarities and differences in trends can become visible, preferably with differences being as small as possible. This starts with annual averages displayed automatically (Objectives 1 and 2). In addition, more detailed analysis of datasets from the monitoring system is necessary to explain the differences between the results of measurements and input data from calculations. To achieve this goal, it is necessary that the most up-to-date and representative input data are used in the calculations. These are not necessarily equal to the input data used for the legal calculations.

1.3.4. Ambitions other useful (future) environmental data:

In the future other environmental data which is currently not in our scope might be valuable for Eindhoven. We would like to have the opportunity to add new types of data to the possible solution. Examples are aviation Emissions (e.g., Ultra Fine Particles, Nitrogen and other dust fractions) and other possible useful environmental data. In preparing this PVE, the aforementioned elements were used as a starting point. In addition, an attempt was made to anticipate future developments such as other insights of LEO, PNB, I&W, RIVM, PAMV that are relevant.

1.4. Volume of the Engagement

The value is expressed in at least 10 Noise Measuring Units, a monitoring application, report handling system and communication portal from the start of the contract.

1.5. Form and term of the Engagement

The Client intends to contract one market participant to perform the works/services forming part of that specific Lot.

The Contract has a term of ten (10) years and will take effect in principle on January 1st of 2025. In addition to the fixed term, the Contract provides for the option of extending the term up to five times one year.

At the end of this period, annual renewal is possible until the technical or economic life of the equipment has been reached.

1.6. Review clause

The client wishes to have the possibility to add additional Noise Measuring Units during the term of the agreement on the same terms as agreed.

At all times, the right is reserved not to assign the option(s) and the contractor cannot derive any rights from this revision clause. The Client may decide to explore the option with the Contractor, to agree by mutual agreement, or to proceed to a separate tender procedure for the option.

The Client can proceed to explore this option when:

- there is a need for additional Noise Measuring Units;
- there is a future need to have the opportunity to add new types of data to the possible solution. Examples are aviation Emissions (e.g., Ultra Fine Particles, Nitrogen and other dust fractions) and other possible useful environmental data.
- On the basis of progressive insight, for example administrative or procurement law developments, there is no reason to refrain from this;
- The Client is satisfied with the cooperation with the Contractor for the assignment (in relation to the Client's budget and the available credit);
- The Client is satisfied with the knowledge and experience of the Contractor's employees involved;
- The Client and the Contractor jointly determine that the Contractor is able to carry out the Work.

1.7. Award criterion

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

1.7 Reserve contractor agreement

If going through the implementation period with the winning tenderer does not lead to a system that meets the Programme of Requirements, EAVN reserves the right to call on the tenderers who are in the contract for the execution of the contract but were rejected in the context of the tender for the contract because they did not have the Best Price-Quality Ratio. The relevant tenderers - if they are willing to do so - will then take a seat in the 'waiting room' (without financial compensation from EAVN).

A reserve contractor agreement will be signed with the two tenderers who finished in the second and third highest place. A tenderer who takes a seat in the 'waiting room' must be able to be fully operational no later than two (2) months after an appeal has been made to him and must (still) be able to comply with what has been offered in the context of the registration.

If the contracting authority wishes to call on a waiting room participant, it will consider that - in the event that there are several waiting room participants - this will take place in order of the ranking of the relevant tenderers on the basis of the assessment of the tenders (including the result of a possible draw in taken into account). The contracting authority reserves the right not to call on a waiting room participant and to decide to retender the contract. If the contracting authority decides to do so, in theory all tenderers who have taken a seat in the 'waiting room' can be called upon in order to carry out the contract.

The reserve contractor agreement applies for a maximum period of 12 months after final assignment or contract signing.

2. Principles and conditions

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

2.1. Procedural framework of ARN2016

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

2.1.1. Tender (Quotation phase) and award phase

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

Before issuing the Tender, Tenderers have an opportunity to submit written questions and comments on the draft Contract and other documents associated with the Invitation to Tender. The Contracting Party can then decide to invite Tenderers to explain their questions and comments – which have been submitted in writing – in an individual discussion with the Contracting Party: this explicitly includes an explanation to ensure that the Contracting Party correctly understands the questions/comments. To the extent that the comments concern formulations in the draft Contract, these will only be considered if they have been submitted in mark-up form with alternative drafting proposals.

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

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

The Tenders will be assessed on the basis of the Award Criteria/Subcriteria for the Lot concerned described in the Invitation to Tender.

Tenderers may then be invited to take part in the negotiations. The negotiations are aimed at clarifying, supplementing and/or improving the content of the Tenders, and the Contracting Party's requirements, and are intended to ensure that the Tenders fully meet the needs of the Contracting Party. Once the negotiations have ended, the Tenderers must submit a Final Tender. For that purpose the Tenderers receive the terms and conditions (including amendments to the Invitation to Tender and/or the Amended Documentation) under which the Final Tender must be submitted. If the Contracting Party decides not to conduct negotiations, the (first) Tender is deemed to be a Final Tender.

The Contracting Party reserves the right to hold several rounds of negotiations (optional). If one (or more) additional round(s) of negotiations is/are held, they will take place in accordance with the negotiation procedure described above. In that case the last tender is deemed to be the Final Tender.

The Lot/Engagement is ultimately awarded to the Tenderer who submits a Tender – on the basis of any Amended Documentation – with the BPQR determined on the basis of the Award Criteria/Subcriteria – see section 7.1 of the Invitation to Tender – unless the Contracting Party terminates this Tender Procedure before the award.

2.2. Planning of this Tender

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

Date	Activity
November 23rd 2023	Publication Invitation to Tender on TenderNed
December 8th 2023	Submission of questions 1 on TenderNed
December 21st 2023	Answers on submitted questions 1
January 18th 2024	Submission of questions 2 on TenderNed
February 1st 2024	Answers on submitted questions 2
February 22nd 2024, 12:00 p.m.	Final date for submission of tender
February 23rd until march 1st 2024	Negotiation
March 14th 2024, 12:00 p.m.	Best and final offer
May 10th 2024	Provisional award
May 31st 2024	Final award and granting of engagement

2.3. Communication during the Tender Procedure

2.3.1. Contact with the Contracting Party

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

In the event of an unexpected malfunction or unavailability of TenderNed, the contact person for the tender procedure can be contacted at TenderNed; <https://www.tenderned.nl/cms/contact>

2.3.2. Contact regarding the Engagement

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

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

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

3. Tender Assessment Procedure

3.1.1. Submission of questions and comments

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

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

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

The Tenderer must not use company names, product names or other names related to the Tenderer's business in the questions, because EANV will issue an anonymised Summary of Additional Information and Changes.

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

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

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

3.1.2. Commercially confidential questions

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

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

3.2. Complaints procedure/complaints desk of the Contracting Party

Complaints can be lodged through the complaints desk at Tender_klacht@eindhovenairport.nl.

A complaint concerning the procedure must not be lodged until the alleged errors and irregularities have been communicated in the question round and the Contracting Party has given its response (in a Summary of Additional Information and Changes), except for complaints arising after the question round(s) and the issuing of the Summary of Additional Information and Changes.

3.3. Submitting a Tender

3.3.1. Final deadline

The deadlines specified in the schedule in TenderNed are final. The Contracting Party will treat Tenders that have not been submitted in time as not having been submitted and will therefore not process them. The risk relating to timely and complete submission of the Tender is borne by the Tenderer. The Contracting Party and TenderNed are not responsible for errors committed by Tenderers in the full and timely supply of information. If in doubt, you should therefore consult the TenderNed help desk. The

Contracting Party advises you to submit your Tender well in advance. Any malfunctions during uploading are at the Tenderer's own risk. If a malfunction occurs, both TenderNed and the contact person of the Contracting Party must be notified immediately in writing. In the event of a malfunction, the Contracting Party may decide to amend the schedule. The Contracting Party will be unable to open the virtual safe in TenderNed any earlier than the time specified in the schedule.

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

3.4. Tendering conditions

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

3.4.1. TenderNed

Tenders must be submitted on TenderNed ([TenderNed is the Dutch government's online tendering system](#)). In order to safeguard confidentiality, Tenders cannot be submitted by post or by email.

3.4.2. Number of Tenders

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

3.4.3. Costs

No costs incurred by Tenderers in compiling and submitting the Tender will be eligible for reimbursement by the Contracting Party in any way. Tenderers do not in principle have any eligible for reimbursement of costs if the Contracting Party prematurely discontinues or withdraws the Tender Procedure for any reason whatsoever.

3.4.4. Documents in this Tender Procedure

This Invitation to Tender has been compiled with care. However, in the event of any contradictions or discrepancies between these documents, the order of precedence indicated below will apply, with a higher placed document prevailing over a lower placed document (in other words, the list is in decreasing order of importance).

1. Appendix 1: (Draft) Contract or (Draft) Reserve Contractor Agreement including attachments (final version after award);
 - Appendix 1.1: EANV General Purchase Conditions IT & Systems – General Provisions
 - Appendix 1.2: EANV General Purchase Conditions IT & Systems Special Provisions – Professional Services
 - Appendix 1.3: EANV General Purchase Conditions IT & Systems Special Provisions – Housing and Hosting
 - Appendix 1.4: EANV General Purchase Conditions IT & Systems Special Provisions – Hardware
 - Appendix 1.5: EANV General Purchase Conditions IT & Systems Special Provisions – Software
 - Appendix 1.6: EANV General Purchase Conditions IT & Systems Special Provisions – SaaS
 - Appendix 2: Program of Requirements
 - Appendix 3: Security Annex
 - Appendix 4: Data Processing Agreement
 - Appendix 5: Supplier Code of Eindhoven Airport N.V.
 - Appendix 6: Airport Regulations Eindhoven Airport
 - Appendix 7: Access Policy Eindhoven Airport N.V.
 - Appendix 8: Conditions for Airport Identification Card
 - Appendix 9: Safety and Security Manual
 - Appendix 10: General Environmental Conditions Eindhoven Airport N.V.
 - Appendix 11: Tenderer's Tender dated [DATE], including amongst others the Standard Forms of this Invitation to Tender
2. Appendix 12: ARN2016;
3. Summary of Additional Information and Changes with Amended Documentation (to be provided);
4. Invitation to Tender (the present document) including attachments;
5. All other documents referred to previously by the Contracting Party during the Tender Procedure until the time of signing the Contract.

This Invitation to Tender may be amended and/or supplemented by means of a Summary of Additional Information and Changes. A Summary of Additional Information and Changes of a later date prevails over a Summary of Additional Information and Changes of an earlier date.

3.5. Other terms and conditions

3.5.1. Working language

The working language throughout the Tender Procedure will be English.

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

3.5.2. Contact with the media

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

3.5.3. Applicable conditions

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

3.5.4. Reservation concerning discontinuation of the procedure

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

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

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

3.5.5. Confidentiality

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

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

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

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

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

The term Confidential Information does not include information that:

- is or becomes public knowledge other than through an unlawful action by either Party;
- was lawfully obtained from a third party;

- was developed independently by the Tenderer without using the information provided by the Contracting Party, provided that this independent development can be demonstrated and verified.

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

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

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

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

3.5.6. Destruction of documents in the event of not tendering

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

3.5.7. Choice of law and forum

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

3.5.8. Agreement

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

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

4. Tender Assessment Procedure

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

1. Timeliness, completeness and compliance with requirements
2. Minimum Requirements
3. Grounds For Exclusion
4. Minimum Suitability Requirements
5. Programme of Requirements
6. Assessment of Tender
7. Negotiation phase (optional)
8. Assessment of Final Tender (optional) and checks
9. Announcement of award decision
10. Objection and standstill period
11. Final award and granting of Engagement

4.1. Timeliness, completeness and compliance with requirements

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

4.2. Minimum Requirements

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

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

4.3. Programme of Requirements

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

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

4.4. Assessment of Tender

All Tenders will be assessed by a competent assessment committee. The assessment committee consists of specialists. The fulfilment of the Minimum Requirements will be assessed by the operations expert, the subject-matter expert and the purchasing expert. The only possible assessments are 'fulfils the criteria' and 'does not fulfil the criteria'. The purchasing expert will verify the other elements to ensure compliance with the tendering requirements, including unconditional acceptance of the Programme of Requirements. The purchasing expert and/or the cost expert will check the tendered prices. Abnormally high or low Tenders may be rejected. Rejection/exclusion on these grounds is not possible without prior verification and without the Tenderer concerned being given an opportunity to explain the tendered price. Specific details must also be given of when a Tender must be deemed abnormally high or low, e.g., a percentage relative to the average tendered price.

The members of the assessment committee will first conduct an individual assessment and award points for each Award Criterion/Subcriterion. Each assessor will perform the qualitative assessment based on his own experience and expertise. This means that the assessors may assess a particular Tender differently. When the assessment committee meets in a plenary session, it discusses the reasoning of its individual members and reaches consensus on the score.

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

The Tender with the BPQR is eligible to be awarded the Engagement.

If two (2) or more Tenderers have an equal highest final score after points have been awarded on the basis of the Award Criteria/Subcriteria 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 Tenderer that has achieved both the equal highest final score and the highest score in respect of the Award Criterion/Subcriterion 'Offered solution – Infrastructure, Noise Measuring Units, Monitoring application and Sustainability, including an implementation plan'.

If the Tenderers with the highest final score have also scored the same in respect of Award Criterion/Subcriterion 'Offered solution – Infrastructure, Noise Measuring Units, Monitoring application and Sustainability, including an implementation plan, the notice of intended award will be issued to the Tenderer with the highest final score that has also obtained the highest score in respect of Award Criterion/Subcriterion 'Offered solution – Report handling and Communication Portal'.

If the Tenderers with the highest final score have also scored the same in respect of Award Criterion/Subcriterion 'Offered solution – Report handling and Communication Portal', the decision will be made by reference successively to Award Criteria/Subcriteria 'Offered solution – Infrastructure, Noise Measuring Units, Monitoring application and Sustainability, including an implementation plan', 'Offered solution – Report handling and Communication Portal', and, lastly, 'Offered solution – Service Level Agreement'. If the Tenderers concerned have also obtained the same score in respect of Award Criterion/Subcriterion 'Offered solution – Service Level Agreement', the question of which of the Tenderers concerned will receive the notice of intended award will be settled by the drawing of lots by a civil-law notary. The Tenderers concerned may be present when the lots are drawn.

4.5. Negotiation phase

All Tenderers whose Tender has not been rejected on the basis of the tender requirements and/or Minimum Requirements are invited to take part in the negotiation phase. The negotiations with Tenderers take place as soon after each other as possible. The subjects of the negotiations may include the price and qualitative Award Criteria/Subcriteria.

4.6. Assessment of Final Tender (optional) and checks

The Final Tender with the BPQR is eligible to be awarded the Engagement.

If two (2) or more Tenderers have an equal highest final score after points have been awarded on the basis of the Award Criteria/Subcriteria 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 Tenderer that has achieved both the equal highest final score and the highest score in respect of the Award Criterion/Subcriterion 'Offered solution – Infrastructure, Noise Measuring Units, Monitoring application and Sustainability, including an implementation plan'.

If the Tenderers with the highest final score have also scored the same in respect of Award Criterion/Subcriterion 'Offered solution – Infrastructure, Noise Measuring Units, Monitoring application and Sustainability, including an implementation plan, the notice of intended award will be issued to the Tenderer with the highest final score that has also obtained the highest score in respect of Award Criterion/Subcriterion 'Offered solution – Report handling and Communication Portal'.

If the Tenderers with the highest final score have also scored the same in respect of Award Criterion/Subcriterion 'Offered solution – Report handling and Communication Portal', the decision will be made by reference successively to Award Criteria/Subcriteria 'Offered solution – Infrastructure, Noise Measuring Units, Monitoring application and Sustainability, including an implementation plan', 'Offered solution – Report handling and Communication Portal', and, lastly, 'Offered solution – Service Level Agreement'. If the Tenderers concerned have also obtained the same score in respect of Award Criterion/Subcriterion 'Offered solution – Service Level Agreement', the question of which of the Tenderers concerned will receive the notice of intended award will be settled by the drawing of lots by a civil-law notary. The Tenderers concerned may be present when the lots are drawn.

4.7. Announcement of award decision

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

4.8. Objection and standstill period

In accordance with Article 18.6 of ARN2016, an objection period of five (5) calendar days will begin after the announcement of the award decision. Rejected Tenderers must submit any objections, in writing and stating the reasons, to the Contracting Party no later than five (5) calendar days after the date of the award decision. The Contracting Party will then inform the Tenderer concerned whether the original award decision will be upheld (position). After the position is announced, there will be a further

period of twenty (20) calendar days during which, if desired, preliminary relief proceedings under civil law can be instituted, in accordance with Article 18.10 of ARN2016.

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

4.9. Final award and granting of Engagement

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

5. Minimum Requirements

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

The numbering of the subsequent MRs must then be amended.

5.1. MR1 Tender Letter

The Tenderer adds a Tender Letter.

5.2. MR2 Draft Contract

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

5.3. MR3 Draft Reserve Contractor Agreement

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

5.4. MR4 Draft Data Processing Agreement

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

5.5. MR5 Directional Budget

The Tenderer agrees to stay within the directional budget of € 75.000,00 excluding VAT in respect of the total contract price each year.

6. Grounds For Exclusion

This section indicates which information a Candidate must submit for the assessment on the basis of the Grounds For Exclusion (also referred to hereinafter as GfE1, GfE2, etc.).

This chapter describes the requirements applicable to each element.

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

Chapter	Number	Document	With Tender	On request	§
Grounds for Exclusion (GfE)	GfE1	ESPD (scanned version)	x		5.1
	GfE2	Registration in the national professional/trade register	x		5.2
	GfE3	Statement from the Tax Authorities	x		5.3
	GfE4	Certificate Of Conduct For Procurement (COCFP)	x		5.4
Minimum Suitability Requirements (SR)	MSR1	Bank Declaration		x	
	MSR2	Parent / group guarantee		x	
	MSR3	Corporate and professional liability insurance		x	
	MSR4	Consolidated Financial Statement		x	
	MSR5	Core competences / References	x		
	MSR6	Quality assurance requirements		x	

In order to limit the administrative burden on Participants, the Contracting Party uses the European Single Procurement Document and a limited number of Supporting Documents. The Tender must be accompanied by the Supporting Documents listed in table 1, in the column: Documents to be submitted 'with Tender'. After receiving a written request from the Contracting Party, the Participant must submit the supporting documents specified in the 'On request' column of table 1 within ten (10) calendar days. The risk that the Supporting Documents cannot be obtained in time is borne by the Participants.

Where a Tender is submitted by a Consortium or with subcontractors, 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.

6.1. GfE1 ESPD

When applying, Candidates must submit a completed ESPD as provided by the Contracting Party. Modifying the ESPD in any way whatsoever may, regardless of the degree of modification, including overtyping, supplementing or amending it, result in exclusion from participation in the remainder of this Procurement Procedure.

Each Member of a Consortium must attach a completed ESPD. A legally valid signature affixed to the Application is also deemed to constitute signing of the ESPD.

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 Documentary Evidences, this may be interpreted as a false statement as defined in Section 2.87(1)(h) of the Dutch Public Procurement Act. A Candidate may lose its place on the shortlist and be excluded from further participation in this Procurement Procedure.

6.2. GfE2 Registration in the national professional/trade register

A statement, no older than six months, as referred to in Section 2.89(1) of the Dutch Public Procurement Act, showing that the Candidate is registered in the national professional/trade register in accordance with the requirements applying in the country in which the Candidate is established, or, if such a statement is not issued in the country of establishment, a sworn statement or

affidavit must be submitted with the Application. 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 party who signed all Procurement Procedure documents of which it has been explicitly indicated that they must be duly signed is a legally authorised representative of the Candidate. If the person signing is someone other than a person specified in the register of the Chamber of Commerce, the required power of attorney (or a copy thereof) must also be attached.

If a Consortium, each Consortium Member must provide a certificate of registration in the national commercial or professional register (and a power of attorney if applicable).

The certificate of registration in the national commercial or professional register must also be provided (and a power of attorney, if applicable) of Third Parties to which the Candidate seeks (financial and/or technical) recourse.

6.3. GfE3 Statement from the Tax Authorities

A statement from the Tax Authorities no older than six (6) months concerning payment of social security contributions and/or taxes as referred to in Section 2.98(3) of the Dutch Public Procurement Act must be submitted with the Application by way of evidence that the Grounds For Exclusion do not apply.

Candidates must keep in mind that they themselves must request the Tax Statement from the Tax Authorities. The risk of the application for the statement taking longer than the Candidate estimated is to be borne by the Candidate. Consequently, the Candidate is advised to request in good time that the Contracting Party apply for a statement from the Tax Authorities.

If a Candidate is a Consortium, each Consortium Member must provide a statement from the Tax Authorities.

Furthermore, any Third Party to which the Candidate seeks (financial and/or technical) recourse must provide a statement from the Tax Authorities.

6.4. GfE4 Certificate Of Conduct For Procurement (COCFP)

A copy of the COCFP, as referred to in Section 2.89(2) and Chapter 4.1 of the Dutch Public Procurement Act, must be included with the Application. The COCFP must reflect the current situation of the Candidate at the time of submission and must be no older than 24 months calculated from the closing date for the submission of Applications. If a Ground For Exclusion arises after the COCFP was issued, the Candidate is obliged to state that on its Application (on penalty of exclusion).

Candidates must keep in mind that they must request the COCFP from the Judicial Agency for Testing, Integrity and Screening, which will take a decision on the application:

- In the case of a natural person: within four weeks of receipt of the application;
- In the case of a legal entity: within eight weeks of receipt of the application.

If the decision on the application unexpectedly takes longer than 4/8 weeks, this will be at the risk of the Candidate. The Candidate would be well advised (if it is unsure whether it has any criminal record) to request a COCFP in good time prior to a request from the Contracting Party.

Candidates from abroad must provide a document that is comparable with the COCFP. If a foreign authority is unable to issue a document comparable with the COCFP for the Candidate, this Candidate must draw up a duly signed self-declaration in which the Candidate declares that these Grounds For Exclusion do not apply.

If a Candidate is a Consortium, the COCFP of each Consortium Member must be included.

Furthermore, any Third Party to which the Candidate seeks (financial and/or technical) recourse must provide a COCFP.

7. Minimum Suitability Requirements

The following sections specify the information that a Candidate must submit for the assessment on the basis of the Minimum Suitability Requirements (also referred to hereinafter as MSR1, MSR2, etc.).

7.1. Recourse to financial capacity of Parent Group

In order to meet the Minimum Suitability Requirements, a Candidate may have recourse to the financial capacity and/or technical capability of a Parent Group, regardless of the legal nature of its connections with such a Parent Group. If the Candidate wishes to have recourse to the financial capacity of Parent Group, it must include the following in its Application in accordance with Article 11 of ARN2016:

- the name(s) of the Parent Group concerned,
- a Documentary Evidence evidencing compliance by Parent Group concerned with the requirements set out in this ITT with regard to financial capacity, and
- a copy of the undertaking(s) with the party/parties concerned showing that the Candidate actually does have access to the resources of such Parent Group required for the Engagement.

The Candidate must state the recourse to and details of any Parent Group in part II section C of the ESPD. The Candidate must also complete the Standard Form 'Recourse to financial capacity of Parent Group'. The completed ESPD, the Standard Form 'Recourse to financial capacity of parent company' signed by the Candidate and the Parent Group concerned together with the associated Documentary Evidences must be enclosed with the Application.

In this Procurement Procedure it is not permitted to have recourse to a Parent Group to which a Ground For Exclusion applies.

7.2. Recourse to technical capability of Third Party/Parties

In order to meet the Minimum Suitability Requirements, a Candidate may have recourse to the technical capacity of a Third Party/Parties, regardless of the legal nature of its connections with this/these Third Party/Parties. If the Candidate wishes to have recourse to the technical capability of one or more Third Parties, the Candidate must demonstrate in its Application in accordance with Article 11 of ARN2016:

- the name(s) of the Third Party/Parties concerned,
- that the Third Party/Parties concerned complies/comply with the requirements set out in this ITT with regard to technical capability, and
- 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 the Standard Form 'Recourse to technical capability of parent company'.

The Candidate must state the recourse to and details of any Third Party in part II section C of the ESPD. The Candidate must also complete the Standard Form 'Recourse to technical capability of Third Party/Parties'. The completed ESPD, the Standard Form 'Recourse to technical capacity of Third Party/Parties' signed by the Candidate and the Third Party/Parties concerned together with the associated Documentary Evidences must be enclosed with the Application.

In the event of recourse to the technical capability of one or more Third Parties, they must also actually be used to the degree specified in the performance of the Engagement. During the tender and award phase to which this applies, the Candidate must also explain in its plans how it guarantees that the technical capability of the respective Third Party/Parties will actually be used in the performance of the Engagement.

In this Procurement Procedure it is not permitted to have recourse to a Third Party to which a Ground For Exclusion applies.

7.3. MSR1 Bank Declaration / letter of intent / bank guarantee

A copy (not the original – originals will not be stored and/or returned!) should be provided of a bank declaration from a reputable bank in an EU Member State with an office in the Netherlands, which demonstrates that:

- (i) the company has an account at the bank referred to, and
- (ii) the company's liquidity at the time of the Application of the banker's opinion.

The Candidate must also provide a letter of intent that shows that the Candidate will apply for and hand-over a bank guarantee ON DEMAND in the amount of € 100.000, during the entire term of the Engagement (including maintenance period) on the first request of EANV.

The Candidate declares that he will provide the banker's opinion within 10 days of a request to that effect.

The Contractor must provide the Principal with a bank guarantee as referred to above within 10 days of the definitive award. The Principal grants discharge to the Contractor to which the bank guarantee refers once all obligations resulting from the agreement concluded between the parties have been fulfilled.

7.4. MSR2 Parent / group guarantee

In the event that the Candidate is a subsidiary or operating company, the holding company or the parent group must provide an unconditional and irrevocable parent / group guarantee in which it declares to guarantee all obligations, including but not necessarily limited to financial or performance obligations, arising from the Agreement, this at the first request of EANV. In the event that the Candidate registers as a Combination, the holding company or the parent group of each Combinant must issue the aforementioned statement.

The Candidate declares that he will provide the parent / group guarantee within 10 days of a request to that effect.

7.5. MSR3 Corporate and professional liability insurance

The Candidate declares

- that he has sufficient liability insurance under a corporate and professional liability insurance policy. This insurance provides at least € 1.000.000,00 of cover per loss event up to a maximum of € 2.500.000,00 per year, and
- that the insurance will be maintained during the entire term of the contract.

The Candidate declares that he will provide the insurance policy/insurance certificate or the declaration of the insurance company within 10 days of a request to that effect.

7.6. MSR4 Consolidated financial statement

The Candidate must submit an auditor's report by a Registered Accountant or qualified Accountant-Administrative Consultant (pursuant to Article 2:393(1) of the Dutch Civil Code) with approving provision and without explanatory paragraph because of (serious) uncertainty regarding the continuity (continuity paragraph). The auditor's report relates to the most recent financial approved and/or adopted annual accounts.

This opinion must show that (a) the financial statements give a true and fair view of equity and result and (b) there is no reasonable doubt about the continuity of the business activities of the Tenderer and/or Combinant and/or parent group on whose strength the Tenderer relies and appeals to.

7.7. MSR5 Core Competences/References

The Candidate must be technically and organisationally capable of performing the Engagement within the conditions set by the Contracting Party with regard to time, quality and costs.

The Candidate must demonstrate by means of completed and duly signed Standard Form 'Statement about Core Competences/Reference' that it has the Core Competences that the Contracting Party deems necessary for the proper performance of the Engagement. To this end the Candidate may refer to competences that it has gained in the performance of Engagements which the Candidate completed on time no longer than three years previously – calculated from the closing date for Application – including any postponement granted to it. If the Candidate uses as a reference an engagement that has not yet been (fully) completed, it may only quote the actual results of the current contract (provided the reference engagement/the contract has been performed for at least one year) and cannot simply submit a forecast of the results.

The Core Competencies in this Procurement Procedure are as follows:

- Core competence 1: Experience in realizing a noise monitoring network for the measurement of aircraft noise at an Airport with at least 10 measuring locations;

- Core competence 2: At least three years continuous experience with the management and maintenance of a noise measurement system for the purpose of monitoring aircraft noise for an Airport;
- Core competence 3: At least three years continuous experience concerning the interpretation, transformation and presentation of accurate and reliable data of aircraft noise;
- Core competence 4: At least three years continuous experience in linking noise measurements to aircraft passages and (submitted) reports.

A maximum of one reference project or reference contract can be provided for each Core Competency. A reference project/contract may be used to demonstrate multiple Core Competencies.

The Candidate 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 person of the organisations concerned.

Where an Application 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 Candidate fulfils the aforementioned requirements.

Additionally, the client of the Reference project can be asked for a testimonial. 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 is part of the Application, and therefore enclosed with the Application. The engagements specified in Standard Form 'Statement about Core Competency/Reference', which are not accompanied by a client's statement with the Application, or which have been issued by an economic operator belonging to the same group as the Candidate, are not eligible to be treated as References.

7.8. MSR6 Quality assurance requirements

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

- ISO 9001: Quality management system or similar;
- ISO 14001: Environmental management system or similar.

If an Application is made by a Candidate consisting of a Consortium, this requirement need only be satisfied by the Consortium Member responsible for executing the activity requiring the quality control scheme during the execution of the Engagement.

The Candidate declares that it will provide the above-mentioned statement within 10 days of a request to that effect.

8. Award Criteria/Subcriteria

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

8.1. Assessment methodology

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

Award Criterion/Subcriterion	Comparative weighting in %	Maximum points that can be awarded	Calculation/explanation
'Price' , consisting of: AC1 Price	40% 40%	400 points 400 points	See Section 7.2 See Section 7.2
'Quality' , consisting of: AC2 Offered Solution - Infrastructure, Noise Measuring Units, Monitoring application and Sustainability, including an implementation plan AC3 Offered Solution - Report handling and Communication Portal AC4 Offered Solution - Service Level and Maintenance	60% 30% 10% 20%	600 points 300 points 100 points 200 points	See Section 7.3 See section 7.3 See section 7.4 See section 7.5
Total	100%	1000 points	

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

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

The points allocation for AC1 is set out in Section 7.2. The points allocation for AC2, AC3 and AC4, is as follows:

Rating	appreciation	Percentage of points to be earned
5	Excellent: in the assessment committee's judgement the description addresses the required elements and subjects exceptionally well and/or the description takes exceptionally good account of and corresponds to the question (objective, requirements and wishes) of the Contracting Party to a such degree that the Candidate distinguishes itself from the other Applications and offers a lot of added value.	100%
4	Good: in the assessment committee's judgement the description addresses the required elements and subjects good and/or the description takes good account of and corresponds to the question (objective, requirements and wishes) of the Contracting Party to such degree that the offered solution distinguishes itself from the other Applications and offers added value.	70%
3	Satisfactory: in the assessment committee's judgement the description addresses the required elements and subjects and/or the description takes satisfactory account of and corresponds satisfactory to the question (objective, requirements and wishes) of the Contracting Party to such degree that the offered solution distinguishes itself to a limited extent from the other applications and offers some, to a limited extent of added value.	40%
2	Sufficient (neutral): in the assessment committee's judgement the description addresses to a limited degree the required elements and subjects and/or the description takes no or limited account of and shows little or no connection with the question (objective, requirements and wishes) of the Contracting Party. The offered solution doesn't distinguish itself from the other applications and offers no or limited added value.	10%
1	Insufficient: in the assessment committee's judgement the offered solution is not complete (not all requested aspects have been worked out; open ends) and/or is unclear and/or not project specific and/or is contrary to the provisions of the Program of Requirements. and/or the offered solution is qualitatively inadequate	not applicable. Qualitative insufficient registration; exclusion of further Participation Tendering procedure.

Only Tenders with a score of 'sufficient' or higher (the 'minimum standard') for Award Criterion/Subcriterion AC2, AC3 and AC4 are eligible for the award. Tenders with an assessment below the minimum standard are not included in the further assessment process and are rejected.

The Tenderer is not permitted to include references from one part of its Tender to another. In other words, it must be possible to read and assess each Award Criterion/Subcriterion separately in the Tender.

8.2. AC1 Price

The price that is assessed is the quoted total price (excluding VAT). The tenderer with the lowest total price (excluding VAT) will receive the maximum score of 400 points. The other tenderers score 'pro rata' according to the formula:

$$400 \times (\text{lowest bidder price} / \text{bidder price}) = \text{number of points}$$

The winning tender received the highest overall score on the awarded criteria (price and quality).

8.3. AC2 Offered solution Infrastructure, software, Noise Monitoring Units, Monitoring Application and Sustainability, including a implementation Plan

Question

The offered solution concerns the complete measuring system. You describe how the solution offered meets the outlined vision of the future and the requirements in the tender. In addition to a general description of your solution, you should specifically address the points of attention / elements mentioned.

Objective:

The aim is a robust, future-proof and well-functioning measuring network and monitoring system with long-term, uninterrupted and reliable measurement series of aircraft noise in the vicinity of the airport. The solution offered must therefore comply with the outlined vision of the future and the set of requirements.

Conditions:

The following must be specified as a minimum:

- General description of the entire monitoring system, how the infrastructure between the components is built, which database is used and what the physical location is of all parts of the system.
- Description of the instructions given on the operation and use of the monitoring system.
- Description of the hardware components of the NMU with focus on the quality, recoverability of data after failure and the robustness of the noise measurement equipment.
- Description of how distinction is made between aircraft noise events and other events and how a degree of quality is determined.
- Detailed description of the user interphase of the monitoring application, display of real-time aircraft movements and noise measurements, which (spatial) analyses can be performed with the application, how it is protected against unauthorized use and which data is visible and/or can be changed.
- Description of how and what data can be generated by periodic reports, how data can be exported in common formats or transferred to other systems.
- Description of all data flows, how a data stream stop is handled, how it is restored, how data may be stored in aggregate over time, how data is coupled with focus on coupling flight-noise event, flight-report and report-noise event, how a degree of quality of the coupling is determined and how incorrect coupling is prevented.
- Description of how reports are entered into the monitoring system, how they are automatically processed by the system, how users of the monitoring application can monitor and adjust the control over this operation and how the feedback from the report is processed.
- Description of how the current NMUs will be dismantled
- Description on how to contribute to the sustainability goals.
- The three most important risks that the contractor sees in the solution described by the EANV with matching (relevant) control measures.
- Add implementation Plan.
 - Planning from the assignment to the completion of the last cluster (ordering the necessary materials, making an inventory of the locations). Planning table may be added by means of a separate annex.
 - Description of the connection of the work to the installation of the new measuring system and the start of the measurement period. Mainly aimed at preventing the formation of a gap in the measurement series.
 - Description of how the historical data of the current monitoring system will be transferred to the new system.
 - Including communication with EANV and any other (relevant) stakeholders

Your answer should consist of one document, which must be no larger than 10 A4 with a standard font and a font size of at least 10. This number of pages includes attachments, illustrations, etc. If the maximum number of pages is exceeded, only the first 10 pages will be assessed. A possible cover page and any table of contents and the planning table are not among the permitted number of pages.

Assessment:

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

1. The completeness of your answer;
2. The feasibility of your answer or the degree of realism of your answer;
3. The extent to which your answer contributes to the above objective;
4. How and to what extent your answer stands apart from the answers of the other Tenderers.

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

8.4. AC3 Communication Portal

Question

You describe how the offered Solution Communication Portal meets the outlined vision of the future and the requirements in the tender. In addition to a general description of your solution, you should specifically address the points of attention / elements mentioned.

Objective:

The communication portal should provide easy insight into the data from the Monitoring system in a dashboard with the potential to improve the perception of the community and the measurements in relation to each other.

Conditions:

The following must be specified as a minimum:

- Detailed description of the user interface of the communication portal, the browser compatibility, display of real-time aircraft movements and noise measurements on a live map, in which form data is presented such as graphs and tables and how the portal is protected against unauthorized use.
- Description of the user's interaction of the portal, which specific data can be retrieved by user actions, which data can be exported in which format, and how validation on the user's input is ensured.
- Description of how reports can be entered via the communication portal, the process involved, how the retrieval takes place and how unauthorized use for example by bots is prevented.
- Description of how and which (historical) data can be generated by the user of the portal in reports or exported in common formats
- Description of how the portal will be evaluated, modified, and improved for future use.
- Scalability: describe opportunities to scale the portal in the future to meet changing needs and growth of the noise measurement network (and any other data).

Your answer should consist of one document, which must be no larger than 5 A4 with a standard font and a font size of at least 10.

Assessment:

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

1. The completeness of your answer;
2. The feasibility of your answer or the degree of realism of your answer;
3. The extent to which your answer contributes to the above objective;
4. How and to what extent your answer stands apart from the answers of the other Tenderers.

Taking the above into consideration, a score (points) will be awarded for this Award Criterion/Subcriterion in accordance with the table in Section 8.1.

8.5. AC4 Offered Solution of the Service Level and Maintenance

Question

You describe how the offered solution of the Service Level Agreement meets the outlined vision of the future and the requirements in the tender. In addition to a general description of your solution, you should specifically address the points of attention / elements mentioned.

Objective:

The aim is a robust, future-proof and well-functioning measuring network and monitoring system with long-term, uninterrupted and reliable measurement series of aircraft noise in the vicinity of the airport. The solution offered must therefore comply with the outlined vision of the future and the set requirements and will be added as an annex in the form of a service level agreement.

Conditions:

The following must be specified:

- How you approach the scheduling and execution of Preventive Maintenance;
- How you communicate and report regarding the planning and the executed work to the contract manager, administrators, and staff, as well as other stakeholders;
- Maintenance Plan: describe the proposed maintenance plan, including routine maintenance, calibration, and repair of NMU's. The plan should ensure data reliability.
- Maintenance and support: describe the availability of maintenance and support services for the monitoring application and communication portal, including response times and availability of technical support.
- Backups, describe the proposed backup plan including the expected recovery time after failure of critical system components
- How you aim to minimize corrective maintenance through preventive maintenance.
- Reporting Efficiency: how efficient and effective is the solution in generating management reports based on the collected data. This may include the frequency, accessibility, and comprehensibility of the reports.
- Customer Service and Communication: describe the quality of customer service, response time to inquiries and requests, and the communication skills of the contractor.
- Safety and Compliance: which measures are taken to ensure the safety of people who have access to the NMU's and compliance with all legal and regulatory requirements.

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

Assessment:

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

1. The completeness of your answer;
2. The feasibility of your answer or the degree of realism of your answer;
3. The extent to which your answer contributes to the above objective;
4. How and to what extent your answer stands apart from the answers of the other Tenderers.

Taking the above into consideration, a score (points) will be awarded for this Award Criterion/Subcriterion in accordance with the table in Section 8.1.

9. Definitions

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

Amended Documentation

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

Appendix

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

ARN2016

The Tendering Regulations for the Utilities Sectors 2016 that apply to this Tender Procedure, which can be downloaded at <https://www.schiphol.nl/en/schiphol-group/page/documents-and-terms-and-conditions/>.

Award criterion

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

Award Criterion/Subcriterion / Award Criteria/Subcriteria

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

Best PQR / BRQR

The 'Best Price-Quality Ratio' award criterion.

Candidate

A natural person or legal entity that has submitted an Application in accordance with the requirements specified in the Guidelines and will participate in the tender and award phase.

Client

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

Contract

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

Contractor

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

Contracting Party

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

Dutch Public Procurement Act

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

Engagement

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

Invitation to Tender (ITT)

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

Knock-out

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

Lot

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

Minimum Requirements

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

TenderNed

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

Programme of Requirements

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

Standard Form

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

Tender

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

Tenderer

The Candidate that submits a Tender for one or more Lots.

Tender Documents

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

Tender Procedure*

The Negotiation procedure with prior announcements in accordance with Section 3.5 of the Dutch Public Procurement Act, which regulates the award of the Engagement and the course and subject of which are described in more detail in the Tender Documents.

Third Party/Parties

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

10. Appendix : Programme of Requirements