

Invitation to Tender

of

EindhovenAirport 

for

European tender procedure

for

Airport Management System



Dated: 11-10-2024

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

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1. The Engagement

You are in possession of the Invitation to Tender of Eindhoven Airport N.V. concerning the Airport Management System Tender Procedure. Eindhoven Airport is being advised by Lion and Gazelle Ltd.

1.1. Client

Eindhoven Airport N.V. (EANV) is the airport authority for EIN/EHEH, serving 6.8 million passengers annually (2023). EANV is part of Royal Schiphol Group N.V.. Royal Schiphol Group N.V. operates under the name of Royal Schiphol Group. Royal Schiphol Group comprises the other business units and/or subsidiaries, such as the regional airports (Eindhoven Airport, Lelystad Airport and Rotterdam The Hague Airport).



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.

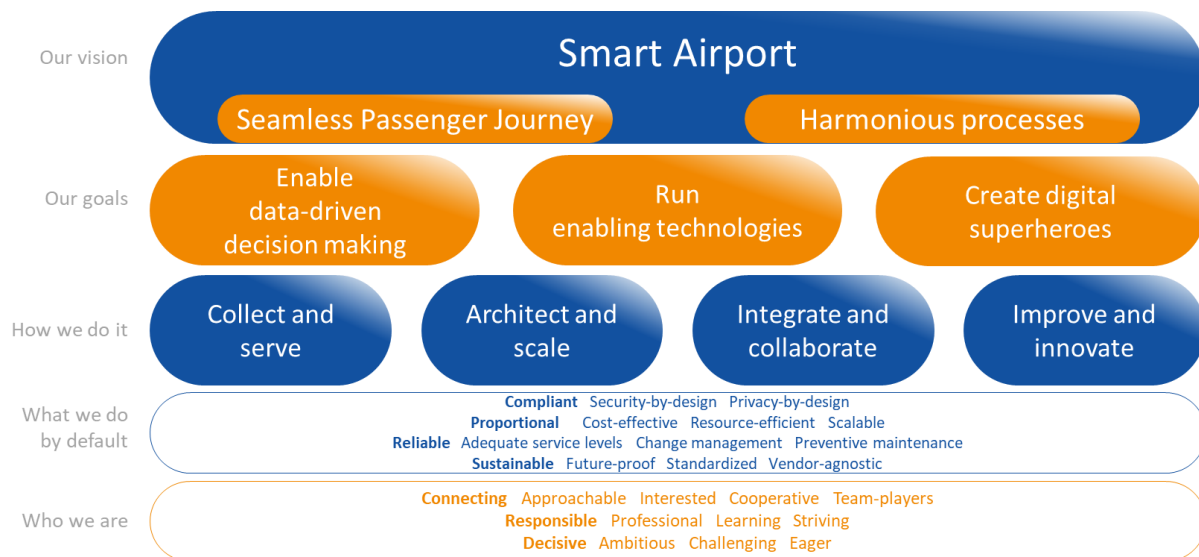
Worthy entrance: For foreign visitors landing in Eindhoven, the airport is the first introduction to the city and the region. We want to achieve that visitors can immediately see and feel the region's distinctiveness. This includes an airport of which the region is proud. An airport as a worthy entrance,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

Inspirational 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.

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.

1.1.1. Digital & IT Strategy

EANV has a strong vision on the application of digital solutions across all airport processes. We believe in a smart airport built on a standardized technology landscape, with digitally skilled staff able to make decisions that are supported by data.



1.2. Scope of the Engagement

1.2.1. In scope

Eindhoven Airport (EANV) requires a suitably experienced and qualified vendor to provide a proposal to supply, implement and support an Airport Management Systems (AMS) for a period of five (5) years (starting on 'go-live') from full commencement of service provision with an option to extend for two (2) further periods of three (3) years at EANV's permission. The tender contains the core AMS modules; Airport Operational DataBase (AODB), Resource Management System (RMS) & Aero Billing.

1.2.2. Out of scope

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

- FIDS (Flight Information Display System – using PADS4. Data preparation for FIDS is in scope)
- The provision of IT infrastructure (unless included as part of a SaaS offering)

1.3. Tender Background

The Engagement involves replacing EANV's Airport Management System. The current system is custom made and build on older technology. In order to support its mission and ambition and maintain its competitive position, EANV intends to buy an off-the-shelf software.

1.4. Tender Aims

The Engagement includes the following tasks and responsibilities:

- Delivery and implementation of the AMS in accordance to the requirements and implementation plan, including training;
- Validation and acceptance of the AMS in accordance to the acceptance plan;
- Providing second and third line maintenance and support in accordance to the SLA.
- Installation and configuration of all Software and Databases required to support the proposed solution (Pre-Production and Production)
- Provision of all software and licenses required to operate the system
- Continuous software maintenance on software, including but not limited to application and security updates (depending on server environment)
- Coordination and implementation of any connections / interfaces to the environment

1.5. Project ambitions

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

- Have an all-encompassing view of operations to ensure that we can better match capacity and supply through seamless integration
- One or multiple integrated systems that support flight planning, flight scheduling, daily operations, master data management and billing of flights
- To deploy the selected solution within EANV by end of Q1 2026
- To implement a solution that supports the current and future needs of the airport to improve airport efficiency and effectiveness

1.6. Award criterion

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

2. Principles and conditions

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

2.1. Procedural framework of ARN2016

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

2.1.1. Tender (Quotation phase) and award phase

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

Tenderers have the 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.

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 Assessment/Award Criteria described in this Invitation to Tender.

The Tender is ultimately awarded to the Tenderer who submits (on the basis of any Amended Documentation) with the BPQR determined on the basis of the Assessment/Award Criteria (see section 7 and 8 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	Responsibility
October 17 th , 2024	Publication Invitation to Tender on TenderNed	EANV
November 11 th , 2024	Submission of questions 1 on TenderNed	Participant
November 22 nd , 2024	Answers on submitted questions 1	EANV
December 13 th , 2024	Submission of questions 2 on TenderNed	Participant
January 8 th , 2025	Answers on submitted questions 2	EANV
January 24 th , 2025	Final date for submission of tender	Participant
January 27 th , 2025	Start verification and evaluation period Tender Responses	EANV
March 14 th , 2025	Submission of Demo / Presentation questions on TenderNed	EANV
April 14 th , 15 th , 16 th , 17 th , 2025	Demo / Presentation	Participant
May 13 th , 2025	Provisional award	EANV
June 3 rd , 2025	Final award and granting of engagement (see the agreement)	EANV

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).

2.3.3. 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 Eindhoven Airport N.V. will issue an anonymised Summary of Additional Information and Changes.

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

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

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

2.3.4. 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.

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

2.4. 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.

2.5. Submitting a Tender

2.5.1. 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.

2.5.2. Complete Tender

A complete Tender is a Tender that answers all questions in both the main tender and appendices, and it is required in order to be considered for the award of the Engagement.

Below you find a table that summarizes all documents and work that needs to be submitted as part of your Tender.

Chapter	Document	At Registration	§
Grounds for Exclusion	ESPD	x	5.1
	Registration in the national professional/trade register	x	5.2
Minimum Suitability Requirements	Recourse to financial capacity of Third Party/Parties	x	6.1
	Recourse to technical capability of Third Party/Parties	x	6.2
	Solvency	x	6.3
	Corporate and professional liability insurance	x	6.4
	Core Competences/References	x	6.5
	Requirements regarding the organisation	x	6.6
Tender	Tender Letter	x	4.1
	AC1 Pricing Sheet	x	7.2
	AC2 Business Requirements	x	7.3
	AC3 Questionnaire	x	7.3
	AC4 Demo / Presentation		7.4

2.6. Tendering conditions

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

2.6.1. 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.

2.6.2. 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 are not, in principle, eligible for any reimbursement of costs if the Contracting Party prematurely discontinues or withdraws the Tender Procedure for any reason whatsoever.

2.6.3. 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. Contract or Reserve Contractor Agreement (final version after award);
2. Summary of Additional Information and Changes with Amended Documentation (to be provided);
3. Invitation to Tender (the present document);
4. EANV General Purchase Conditions IT & Systems
 - a. General Provisions
 - b. Special Provisions Software
 - c. Special Provisions Professional Services
 - d. Special Provisions SaaS (if applicable)
 - e. Special Provisions Housing and Hosting (if applicable)
5. Security Annex;
6. Data Processing Agreement
7. Access policy
8. General terms and conditions Airport Identification Card
9. Issue and intake of Eindhoven Airport passes
10. Safety & Security Manual
11. ARN2016;
12. Draft Contract Agreement;
13. Your Tender (to be provided);
14. All other documents referred to previously by the Contracting Party during the Tender Procedure until the time of signing the contract.

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

2.7. Other terms and conditions

2.7.1. 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 Dutch or English.

2.7.2. Contact with the media

External parties are involved in this project and Tender Procedure who are provided with information and data by the Contracting Party in order to properly serve the Contracting Party. When the Engagement is granted, agreements are made on the use of supplied information which must not be used in contacts with the press. The Contracting Party requests the

Candidate/Tenderer to take this into account. If the Candidate/Tenderer is approached by the press and asked about 'Eindhoven Airport' and/or this project, the Candidate/Tenderer is requested to contact the Contracting Party by means of the question procedure in TenderNed and not to take any further action with regard to the media.

2.7.3. Applicable conditions

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

2.7.4. 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.

2.7.5. 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.

2.7.6. Non-Collusion

Any Tenderer who, in connection with this tender:

- fixes or adjusts the amount of his tender by or in accordance with any agreement or arrangement with any other Tenderer (other than a member of its own consortium); or
- enters into any agreement or arrangement with any other Tenderer that he shall refrain from submitting a tender or as to the amount of any tender to be submitted; or
- causes or induces any person to enter such agreement as is mentioned in either of the above bullet points in this paragraph or to inform the Tenderer of the amount or approximate amount of any rival tender; or
- offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender by any act or omission; or
- communicates to any person other than Eindhoven Airport the amount or approximate amount of his proposed tender, except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender (for example, for insurance, a contract guarantee bond or performance bond), will be disqualified (without prejudice to any other civil remedies available to Eindhoven Airport and without prejudice to any criminal liability that such conduct by a Tenderer may attract).

2.7.7. Destruction of documents in the event of not tendering

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

2.7.8. 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 (NL).

2.7.9. 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' (Appendix H) to the Tender.

3. Tender Assessment Procedure

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

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

3.1. Timeliness, completeness and compliance with requirements

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

3.2. Minimum Requirements

Compliance with the Minimum Requirements will be assessed. Non-compliance with the Minimum Requirements may result in exclusion, see section 4.

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

3.3. Grounds For Exclusion

See section 5.

3.4. Minimum Suitability Requirements

See section 6.

3.5. Programme of Requirements

Compliance with the Programme of Requirements will be assessed. Non-compliance with the Programme of Requirements will result in exclusion.

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

3.6. Assessment of Tender

All Tenders will be assessed by a competent assessment committee. The fulfilment of the Minimum Requirements will be assessed by 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 (verification). The operations expert(s) and/or the subject-matter expert(s) will assess the responses to the Award Criteria/Sub criteria. The purchasing expert and/or the cost expert will check the tendered prices (AC1). Abnormally high or low Tenders may be rejected.

The members of the assessment committee will conduct an individual assessment and award points for each Award Criterion/Subcriterion, for AC2, AC3 and AC4 (see chapter 7). 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 Assessment/Award Criteria) and to convince the Contracting Party that such choices are correct.

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

3.7. Announcement of award decision

The provisional award will be announced to all Tenderers (final award decision).

3.8. 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.

3.9. 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.

4. Minimum Requirements

This section sets out the Minimum Requirements with which the Tender must comply if the Tenderer wishes to be eligible for the award of the Engagement.

4.1. Tender Letter

The Tenderer adds a Tender Letter, in accordance with the principles of and as described in section 4, to the Tender.

4.2. Draft Agreement

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.

It is possible to respond to the attached draft agreement when submitting the questions for the Summary of Additional Information and Changes. If the Tenderer does not agree to one of the articles, its response must be accompanied by proposed new wording of the article concerned. When sending out the Summary of Additional Information and Changes, EANV will also send the final version of the agreement for signature including the proposed wording accepted by EANV (possibly in amended form).

4.3. Terms and conditions of Eindhoven Airport

The Tenderer agrees to the terms and conditions that are attached as appendices to the draft Agreement.

It is possible to respond to the terms and conditions when submitting the questions for the Summary of Additional Information and Changes. If the Tenderer does not agree to one of the articles, its response must be accompanied by proposed new wording of the article concerned. When sending out the Summary of Additional Information and Changes, EANV will also send the final version of the agreement for signature including the proposed wording accepted by EANV (possibly in amended form).

4.4. 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.

It is possible to respond to the draft reserve contractor agreement when submitting the questions for the Summary of Additional Information and Changes. If the Tenderer does not agree to one of the articles, its response must be accompanied by proposed new wording of the article concerned. When sending out the Summary of Additional Information and Changes, EANV will also send the final version of the agreement for signature including the proposed wording accepted by EANV (possibly in amended form).

4.5. Draft Data Processing Agreement

The Tenderer agrees to the draft Data Processing Agreement that is attached as an appendix of the draft Agreement.

It is possible to respond to the Data Processing Agreement when submitting the questions for the Summary of Additional Information and Changes. If the Tenderer does not agree to one of the articles, its response must be accompanied by proposed new wording of the article concerned. When sending out the Summary of Additional Information and Changes, EANV will also send the final version of the data processing agreement for signature including the proposed wording accepted by EANV (possibly in amended form).

4.6. Security Annex

The Tenderer agrees to the Security Annex that is attached as an appendix of the Draft Agreement.

It is possible to respond to the Security Annex when submitting the questions for the Summary of Additional Information and Changes. If the Tenderer does not agree to one of the articles, its response must be accompanied by proposed new wording of the article concerned. When sending out the Summary of Additional Information and Changes, EANV will also send the

final version of the data processing agreement for signature including the proposed wording accepted by EANV (possibly in amended form).

4.7. Ceiling amount

The Tenderer declares that the value stated in the Pricing Sheet (Appendix G) does not exceed the ceiling amount of €1.100.000,00 (excl. VAT) in respect of the total contract price. Exceeding the ceiling amount will result in exclusion.

5. 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.).

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

6. 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.

6.1. Recourse to financial capacity of Third Party/Parties

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

- the name(s) of the Third Party/Parties concerned,
- a Documentary Evidence evidencing compliance by Third Party/Parties concerned with the requirements set out in this Invitation to Tender 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 Third Party/Parties required for the Engagement.

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 financial capacity of Third Party/Parties'. The completed ESPD, the Standard Form 'Recourse to financial 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 this Procurement Procedure it is not permitted to have recourse to a Third Party to which a Ground For Exclusion applies.

6.2. 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 Invitation to Tender 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 Third Party/Parties'.

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 capability 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.

6.3. Solvency

The Candidate must have sufficient financial and economic capacity to execute the Engagement effectively. One of the factors for assessing this capacity will be the solvency in the financial statements from the last three (3) financial years. For this reason, the Candidate must be able to demonstrate:

Solvency (Net Assets/Total Assets) $\geq$ 0.25

By signing the ESPD, the Candidate declares that he fulfils the aforementioned Suitability Requirement.

This will be assessed by reference to, among other things, the financial statements for the last three (3) financial years in which the Candidate's solvency is analysed. The financial capacity of the Candidate can be assessed based on the financial and economic capacity of its parent company (if applicable), on the condition that the parent company issues a declaration accepting full liability for the execution of the Engagement and the financial capacity of the Candidate. The Candidate this at the registration, it needs to be included with the Tender.

6.4. Corporate and professional liability insurance

The Candidate declares:

That they have sufficient liability insurance under a corporate and professional liability insurance policy.

- Business Liability (damage that the contractor or its employees, products or services cause to others) and professional indemnity (related to the contractor's profession) €500.000,00 per event causing damage up to a maximum of €1.000.000,00 per year.

That the insurance will be maintained during the entire term of the contract.

The Candidate provides the insurance policy/insurance certificate or the declaration of the insurance company at the registration, it needs to be included with the Tender.

6.5. 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:

- Please provide a live operational AODB solution you have undertaken. The reference must be a level 2 or level 3 slot coordinated airport and must contain the following elements: flight scheduling, flight planning, daily operations and master data management.
- Please provide a live operational RMS solution you have undertaken. The reference is relevant to Eindhoven Airport's requirements and must contain at least 6 gates, 6 stands, 12 check-in desks and 50 daily flight movements.

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 Competences.

The Candidate must supply all the References it has quoted. The Contracting Party reserves the right to visit and 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.

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 Tender, and therefore enclosed with the Tender. The engagements specified in Standard Form 'Statement about Core Competency/Reference', 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 Candidate, are not eligible to be treated as References.

6.6. Requirements regarding the organisation

The Candidate should show, by means of an organisational chart (including organograms and number of FTE per department/team) 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);
- Project management (management of projects to ensure delivery of what has been requested by the Contracting Party);
- Service & support (deliver the right support based on our SLA and keep us updated with the KPI's);
- Implementation and placement (expert and correct implementation/placement to ensure delivery of what has been requested by the Contracting Party).

Contracting Party deems it sufficient if the Candidate demonstrably has the following capacity:

- Research & development: 3 FTE
- Project management: 2 FTE
- Service & support: 3 FTE
- Implementation and placement: 2 FTE

7. Award Criteria

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 included in this section. The Award Criteria are set out with a distinction drawn between price and quality.

7.1. Assessment Methodology

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

Award Criterion	Comparative weighting in %	Maximum points that can be awarded	Calculation/ Explanation
'Price' , consisting of: AC1 Price methodology	25% 25%	25 points 25 points	See section 7.2
'Quality' , consisting of: AC2 Requirements (functionals & non-functionals) AC3 Questionnaire AC4 Presentation	75% 30% 25% 20%	75 points 30 points 25 points 20 points	See section 7.3 See section 7.3 See section 7.4
Total	100%	100 points	

The Tender with the BPQR is eligible to be awarded the Engagement. The BPQR is determined on the basis of the score per Award Criterion 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 are converted into a score in points, so that a total score can be calculated.

7.2. AC1 Price

The tender with the lowest price (that has met all quality thresholds as defined in the Business Requirements Definition document incl. Pass/Fail thresholds) based on the Total Quotation Sum of the pricing sheet will gain full marks available for the price element of the evaluation.

EANV believes that energy efficiency is important and will be considered in the evaluation criteria in the procurement process where applicable.

All other tenders over and above the lowest price tender will score a proportion of the marks available on a pro-rata basis. This is calculated using the percentage their cost would need to reduce to match the lowest price and reducing their score by the same percentage. This is calculated using the following formula:

$$\frac{\text{Lowest priced tender}}{\text{Tender submission price}} \times 25$$

7.3. AC2/AC3 Quality

The marks available for the quality aspect of your submission will be weighted. Evaluations will be a measure of the extent to which tenderers have met the requirements of the service specifications outlined. The evidence tenderers provide in terms of the Quality Information submitted will be assessed and scored accordingly. The Evaluation Panel will assess each submission and a collective mark will be awarded.

- AC2 should be completed in accordance with the Business Requirement Definition (including the Functional & Non-Functional Requirements document) which is an appendix with this tender. The scoring methodology is explained in the same appendix in section 3.1.2 & 3.1.3.

- AC3 is a Questionnaire that should be completed with as much detail as possible. Please adhere to the word count associated with the question as exceeding this will have a negative impact on the available points to the question. The General Scoring Methodology will be used according to section 3.1.4 in the Business Requirement Definition.

Total Score

The total score is calculated by dividing the tendered total score by the points available, which is adjusted to provide a score out of 100. As outlined below.

$$\frac{\text{Score}}{\text{Total score available}} \times \text{Adjustment score to 100}$$

Each score is adjusted using a weighting (defined in section 7.1 Assessment Methodology) to provide the final score using the calculation defined below.

$$\text{Adjustment score to 100} \times \text{Weighting}$$

7.4. AC4 Presentation

AC4 will be a question-based presentation and points will be allocated to each answer. All Tenderers will get the same questions which will be provided prior to the presentation.

When scoring the presentation, the assessment committee takes into account the extent to which:

- the presentation is consistent with the objectives, vision and requirements as described in this Tender;
- the presentation answers all previously asked questions;
- the presentation is complete and concrete;
- the presentation and answers to the questions are realistic;
- the presentation demonstrates intuitiveness and user-friendliness.

The General Scoring Methodology will be used according to section 3.1.4 in the Business Requirement Definition.

All Tenderers will be invited to take part in the presentation (AC4) at the office of Eindhoven Airport N.V. (Luchthavenweg 13, 5657 EA Eindhoven, the Netherlands).

The Tenderers are allowed to present with a maximum of three (3) people. The presentation will take 120 minutes, inclusive a question round. The following disciplines are expected: project leader (which is intended to lead the implementation project), technical expert and a functional expert.

To this end the Tenderer must have registered by e-mail to procurement@eindhovenairport.nl, after receiving the invitation with the date and time, no later than a day before the presentation date specified in the schedule, stating the

- first name and surname and the initials;
- job title.

8. Pricing sheet

This preamble forms part of the Pricing sheet. The Supplier where applicable should visit the area to satisfy themselves as to the local conditions, the full extent and character of the operation, parking and general traffic level conditions, the supply and conditions affecting labour and all other factors which could affect the execution of the Contract generally, as no claims on the ground of lack of knowledge will be entertained.

- a) The Tenderer is to read the preambles in conjunction with the Pricing sheet and all other Contract documents.
- b) The Tenderer is notified that all quantities given are approximate and given for guidance purposes only. No claim from the Tenderer will be entertained by Eindhoven Airport for any mistakes in the information given.
- c) The Tenderer shall price all items. No other costs will be accepted other than those in the Pricing sheet.
- d) The rates to be inserted in the Pricing sheet for works are to be the full inclusive costs. Labour rates must include all overheads, supervisory and administrative costs, printing, posting, copyright etc., together with an element of profit. No additions to these rates will be allowed other than in accordance with the method of review detailed in the Conditions of Contract.
- e) The prices and/or rates stated in this Price sheet constitute the only reimbursement and profit to the company for providing the Services. The prices are deemed to be a fixed submission covering all costs, expenses and profit incurred directly or indirectly by the Tenderer in providing the Works, Supplies or Services.
- f) The price invoiced will be benchmarked against the original Tender and recorded throughout the life of the agreement as a KPI (Key Performance Indicator). This will be part of our annual efficiency contract review.
- g) The actual price to be paid will be a product of the rates detailed in this document. All work shall be authorised in advance in writing by Eindhoven Airport authorised officer.
- h) Where there are additional items that are of a similar nature and would be classed as necessary for the contract, but are not specifically priced, we reserve the right to add them at the same discount rate applied throughout this contract.

8.1. Instructions for Completing Pricing sheet

The Pricing sheet (Appendix G) is included as part of this Invitation to Tender package.

The pricing schedule is in two parts:

- 1. Part 1 relates to the cost of services (including the solution) for implementing and delivering the solution and the ongoing standard support costs for supporting the solution
- 2. Part 2 relates to the cost of change post implementation, including the cost of investigations and effort for making / implementation any such changes

The Pricing sheet is in Excel format. You are required to complete the individual tabs as follows in the designated areas i.e., please only complete grey cells (note these will automatically add up and produce sub totals).

The total prices are self-calculating and will be summarised in the overall "Pricing Schedule" tab. Formulas are not to be amended. Pricing forms should be completed in Euros (€). The tender with the lowest price (that has met all quality thresholds as defined in the Business Requirements Definition document incl. Pass/Fail thresholds) based on the Total Quotation Sum of the pricing sheet, will gain full marks available for the price element of the evaluation.

Tenders shall remain valid for a period of 12 months from the date of submission.

Part 1: Pricing sheet - Services

Step 1: Software Licences (Services)

Software Licences

Replace the grey text "Details" with your specifics.
Fill in the grey cells with quantity and Cost.

Component	Quantity	Unit Cost	Cost
Software Licence			
Software Licence #1	1	€ 400.00	€ 400.00
Software Licence #2	5	€ 1,000.00	€ 5,000.00
Software Licence #3			€ -
Details			€ -
Details			€ -
Details			€ -
Details			€ -
Details			€ -
Details			€ -
Details			€ -
Details			€ -
Details			€ -
Details			€ -
Details			€ -
Details			€ -
Grand Total			€ 5,400.00

Step 2: Integration (Services)

Integration

Replace the grey text "Details" with your specifics.
Fill in the grey cells with quantity and Cost.

Component	Quantity	Unit Cost	Cost
Interfaces			
Interface #1	2	€ 10,000.00	€ 20,000.00
Interface #2	1	€ 15,000.00	€ 15,000.00
Details			€ -
Grand Total			€ 35,000.00

Step 3: Pricing sheet (Services)

SERVICES PRICING SCHEDULE (Note sizes and volumes are for evaluation purposes and subject to change. The sheet will auto-populate based on the information provided in the worksheets)					
Name of Bidder					
Item	Description	Unit	Unit Cost	Quantity	Total Cost € (SELF CALCULATING)
1	Software Licences	EACH	€ 5,400.00	1	€ 5,400.00
2	Integration	EACH	€ 35,000.00	1	€ 35,000.00
3	Infrastructure	EACH	€ 0.00	1	€ 0.00
4	System Configuration	EACH	€ 0.00	1	€ 0.00
5	Customisation	EACH	€ 0.00	1	€ 0.00
6	Installation	EACH	€ 0.00	1	€ 0.00
7	Project Management	EACH	€ 0.00	1	€ 0.00
8	Training	EACH	€ 0.00	1	€ 0.00
9	Documentation	EACH	€ 0.00	1	€ 0.00
10	Hosting	YEAR	€ 0.00	5	€ 0.00
11	Upgrade & Maintenance	YEAR	€ 0.00	5	€ 0.00
12	Support	YEAR	€ 0.00	5	€ 0.00
TOTAL QUOTATION SUM €					€ 40,400.00

Part 2: Pricing sheet – Change (Enhancements in Production)

Step 1: Pricing sheet (Change)

DAY RATE PRICING SCHEDULE - please complete areas in white. You may add lines if required. Prices to include travel , accomodation and substanance. You may add more lines if required. Eindhoven Airport would like to understand the typcial rates for the roles listed where effort is required outside of the agreed scope of the project				
Name of Bidder				
Item	Position	Unit	Unit Cost (per day)	Total Cost € (SELF CALCULATING)
1	Project Manager	Per Day	€ 600.00	€ 600.00
2	Technical Consultant	Per Day	€ 700.00	€ 700.00
3	Functional Consultant	Per Day	€ 500.00	€ 500.00
4		Per Day	€	€
5		Per Day	€	€
6		Per Day	€	€

The Pricing sheet is in Excel format as mentioned before; please only complete white cells. The total prices are self-calculating, and the formulas are not to be amended.

Please note you will need to upload your completed Pricing sheet along with this completed Invitation to Tender in order for your bid to be compliant.

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/Sub criteria

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

The present document including all Appendices, as referred to in the Dutch Public Procurement Act, which is made available by the Contracting Party to selected Candidates for participation in the tender and 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.

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.

Tender Documents

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

Tender Procedure*

The European Public Tender Procedure in accordance with section 3.34 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. Appendices

Number	Name
Appendix A	ARN2016
Appendix B	ESPD Request (PDF)
<i>Appendix C</i>	<i>Don't exist</i>
Appendix D	Business Requirements Document
Appendix E	Business Requirements Definition Document
Appendix F	Questionnaire
Appendix G	Price sheet
Appendix H	Tender Letter
Appendix I	Draft Agreement + including Appendices 00, 01, 02, 03, 04, 05, 06, 07 and 08