



Tendering Guide

version 3-9-2026

European tender procedure

for

Delivery, Implementation and Support of CUPPS

according to the

Open procedure

Contents

1.	The Engagement	3
1.1.	Strategy	3
1.2.	Temporary airport closure	3
1.3.	Scope of the Engagement	3
1.4.	Form and term of the Engagement	4
1.5.	Award criterion	4
2.	Principles and conditions	5
2.1.	Procedural framework of ARN2016	5
2.2.	Planning	5
2.3.	Procedure phases	5
2.4.	Communication during the Tender Procedure	5
2.5.	Complaints procedure/complaints desk of the Contracting Party	7
2.6.	Submitting a Tender	7
2.7.	Tendering conditions	7
2.8.	Tender with other parties	8
2.9.	Documents in this Tender Procedure	9
2.10.	Other terms and conditions	9
3.	Tender Assessment Procedure	12
3.1.	Timeliness and completeness	12
3.2.	Grounds for Exclusion	12
3.3.	Suitability Requirements	12
3.4.	Minimum Requirements	12
3.5.	Schedule of Requirements	12
3.6.	Assessment of Tender	12
3.7.	Announcement of Award Decision and Verification Phase	13
3.8.	Objection and standstill period	13
3.9.	Final award and granting of Engagement	13
4.	Grounds for Exclusion	14
4.1.	GfE1 ESPD	14
4.2.	GfE2 Registration in the national professional/trade register	14
4.3.	GfE3 Statement from the Tax Authorities	14
4.4.	GfE4 Certificate Of Conduct For Procurement (COCFP)	14
5.	Suitability Requirements	16
5.1.	SR1 Corporate guarantee	16
5.2.	SR2 Corporate and professional liability insurance	16
5.3.	SR3 Recourse to financial capacity of Third Party/Parties	16
5.4.	SR4 Recourse to technical capability of Third Party/Parties	16
5.5.	SR5 Core Competences/References	17
5.6.	SR6 Quality assurance requirements	17
5.7.	SR7 Requirements regarding the organisation	17
6.	Minimum Requirements	19
6.1.	MR1 Draft Contract	19
6.2.	MR2 Draft Reserve Contractor Agreement	19
7.	Schedule of Requirements	20
8.	Award Criteria	21
8.1.	Assessment methodology	21
8.2.	AC1 Price	22
8.3.	AC2 Requirements	22
8.4.	AC3 Solution design and implementation plan	23
8.5.	AC4 Service level agreement	23
8.6.	AC5 Cyber Security plan	24
9.	Definitions	25
10.	Appendices	28

1. The Engagement

1.1. Strategy

Our purpose: we want to strengthen our region

As an airport company, we want to be an enrichment for the region and everyone who lives, works, or visits there. Eindhoven Airport aims to have a positive impact on the image and importance of the region. Additionally, our activities contribute to prosperity and well-being. Therefore, our purpose is: we want to strengthen the region.

We distinguish three main pillars that drive our strategy: quality, living environment, and sustainability. We have set the year 2030 as our goal; the strategic objectives outline how we envision Eindhoven Airport by then.

Quality

In 2030, we will seamlessly connect the region with Europe; travellers will praise the airport for its convenience and comfort.

Living Environment

In 2030, we will be well connected with our immediate neighbours; we will enjoy maximum support from the broader region.

Sustainability

In 2030, we will have taken a step further in taking responsibility for future generations, and we will continue to do so in the years thereafter.

We bring people together

Our mission 'Bringing people together' that describes what we do daily and how. By bringing people together, we not only fulfil our role as a connector through the air, but we also fulfil the role as an involved stakeholder in the region and as a sustainable employer for everyone at the airport. Ultimately, we contribute to a strong region on all fronts.



Quality is one of the three fundamentals in our strategy. With regard to IT services, quality means reliability and state-of-the-art. As the current CUPPS installation is reaching the end of its lifecycle, this procurement aims to preventively replace this installation.

1.2. Temporary airport closure

From 1 February 2027 to 19 July 2027 major runway maintenance will be performed. This means that during that period Eindhoven Airport will be closed for air traffic. No passenger or aircraft operations will be present during that period. Eindhoven Airport has planned a large amount of improvement projects during this airport closure, ranging from apron maintenance to core IT infrastructure life-cycle projects.

The last month of the closure is the ORAT-phase (Operational Readiness, Activation, and Transition). During that month end-to-end (stress)tests will be performed to validate the airport readiness for reopening.

The implementation of this CUPPS project is planned during the airport closure. According to the current planning and security regime no governmental screening is expected to be required to perform works at the airport's premises.

1.3. Scope of the Engagement

1.3.1. In scope

The Engagement involves the Delivery, Implementation and Support of 38 CUPPS positions + spare parts:

- Test workstation: 1 position
- Manual check-in workstation: 14 positions
- Gate workstation: 13 positions
- Service desk workstation: 10 positions
- Spare parts

The Engagement includes the following tasks and responsibilities:

- Delivery of the CUTE/CUPPS software platform.
- Delivery of hardware, e.g. PCs, scanners, printers, etc.
- Implementation of the CUTE/CUPPS software platform
 - including airline and third-party applications
 - compliant with all requirements
- Second and third line of support of the CUTE/CUPPS software platform.¹

The Tender Procedure consists of 1 Lot.

1.3.2. 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):

- 1st line of support
- Self-service bag drop
- Self-service boarding
- Construction works
- Electrical installation works

1.4. Form and term of the Engagement

The Client intends to contract one market participant to perform the works/services.

The Contract has a term of 5 years and will commence 01 January 2027. In addition to the fixed term, the Contract provides for the option of extending the term up to 3 times for a term of 1 year.

1.5. Award criterion

The Engagement will be awarded on the basis of the Best Price Quality Ratio (BPQR) Award Criterion.

¹ Support levels are defined in Appendix 2b

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).

2.2. Planning

The intended planning of this Tender Procedure is as follows. The planning is indicative: no rights can be derived from it. EANV reserves the right to change the planning and to stop or suspend the Tender Procedure.

Activity	Date (Amsterdam timezone)
Publication Tendering Guide	16 July 2026
On-site inspection	19 August 2026, 10:30h
Submission of questions, first round	24 August 2026, 13:00h
Information Memorandum, first round	3 September 2026
Submission of questions, second round	28 September 2026, 13:00h
Information Memorandum, second round	12 October 2026
Submit Tender	26 October 2026, 23:00h
Announcement of intended award result	26 November 2026
Final award result	17 December 2026
Start date Agreement	1 January 2027

2.3. Procedure phases

The Open Procedure consists of a single (1) phase, namely the Tender (Offer) and awarding phase. In this phase an assessment of the Participants is first carried out based on conditions and principles, Grounds for Exclusion (GfE), Suitability Requirements, Minimum Requirements and Schedule of Requirements. The Principal intends to contract one Contractor on the basis of the assessment of the Award Criteria.

Before issuing the Tender, Participants have an opportunity to submit written questions and comments on the documents associated with the Tendering Guide. If you propose textual amendments in one of the documents, these will only be considered if each of these amendments are submitted as a separate question via TenderNed, indicating (i) the current text, (ii) the reason for the requested change and (iii) a concrete text proposal.

In response to the submitted questions and comments, 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 Participants.

Participants 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 described in the Tendering Guide.

The Engagement is ultimately awarded to the Participant who submits a Tender – on the basis of any Amended Documentation – with the BPQR determined on the basis of the Award Criteria– see section 8.1 of the Tendering Guide – unless the Contracting Party terminates this Tender Procedure before the award.

2.4. Communication during the Tender Procedure

2.4.1. 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.

2.4.2. Contact regarding the Engagement

Any company that makes contact by any means whatever, whether directly or indirectly, for example through third parties, with other actual or potential Participants about:

- 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).

2.4.3. On-site inspection

At the date and time stated in the schedule an on-site inspection will take place on the Contracting Party's premises in which the Participants will be given an opportunity to inspect the Eindhoven Airport site.

An agenda will be issued at a later stage.

A maximum of 3 representatives may attend for each Participant. To this end the Participant must have registered by means of the messaging module in TenderNed no later than the date stated in the schedule, stating the

- first name and surname, the initials and the
- e-mail address of all representatives.

NB: all representatives must bring a passport or identity card (not a driving licence) to the on-site inspection, which must precisely match the name supplied through TenderNed. If the details do not fully match, the representative concerned will unfortunately not be able to participate in the inspection. **This risk is borne by the Participant, as the inspection will not be rescheduled.**

2.4.4. Submission of questions and comments

Participants may submit questions and comments on any Tender Document via TenderNed. As stated in the schedule, Participants have an opportunity to ask questions or make comments during this Tender Procedure. Questions can only be submitted through the messaging module of TenderNed using the Standard Form entitled 'Submission of questions'. Questions which the Participant submits late or by other means will, in principle, not be considered by the Contracting Party. The answers to questions that have been submitted punctually will be published via a Summary of Additional Information and Changes in TenderNed.

Participants 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 Participant 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 Tendering Guide and/or the Tender Procedure must be addressed in the question round(s). If none are forthcoming, the Contracting Party is entitled to assume that potential Participants have no objections to the content of the Tendering Guide and/or this Tender Procedure, in the sense that any rights of the potential Participants to object to these matters at a later date will lapse.

The Participant must not use company names, product names or other names related to the Participants' business in the questions, because Eindhoven Airport 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 round of questions by sending a Summary of Additional Information and Changes containing the (anonymised) questions from the Participant 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 Tendering Guide.

The Contracting Party makes the Summary of Additional Information and Changes available to all Participants via TenderNed.

2.4.5. Commercially confidential questions

If a Participant has questions for the Contracting Party which are by their nature 'commercially confidential', and it is therefore not desirable for these questions to be answered in a Summary of Additional Information and Changes, the Contracting

Party may answer them outside the Summary of Additional Information and Changes. The Participant 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 Participant that has raised these questions. This Participant will then be given an opportunity to withdraw the questions or to ask them, with a view to 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.

2.5. Complaints procedure/complaints desk of the Contracting Party

Complaints can be lodged through the complaints desk by e-mail 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.

2.6. Submitting a Tender

The table below lists the documents the Participant needs to submit together with your Tender:

Document to be submitted with your Tender	Can be found in
ESPD, via TenderNed - TED	Paragraph 4.1
Registration in the national professional/trade register	Paragraph 4.2
Statement from the Tax Authorities	Paragraph 4.3
Certificate Of Conduct For Procurement (COCFP)	Paragraph 4.4
Corporate guarantee – Standard form	Paragraph 5.1
Corporate and professional liability insurance	Paragraph 5.2
Statement about Recourse to financial capacity of third party – Standard form	Paragraph 5.3
Statement about Recourse to technical capability of third party – Standard form	Paragraph 5.4
Statement about Core Competence-Reference – Standard form	Paragraph 5.5
Statement(s) about Quality assurance requirements	Paragraph 5.6
Requirements regarding the organisation	Paragraph 5.7
Response to Award Criteria: - Standard form – Compliance to requirements - Standard form – Pricing sheet - Solution design and implementation plan - Service level agreement - Cyber Security plan	Chapter 8

The table below lists the documents the Participant needs to submit within 10 business days upon request of EANV:

Document to be submitted on request	Can be found in
Performance of critical tasks	Paragraph 2.8.2

2.6.1. 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 Potential Participant bears the risk connected with timely and complete submission of the Tender. The Contracting Party and TenderNed are not responsible for errors committed by Participants in the full and timely supply of information. If in doubt, you should therefore consult the TenderNed help desk. The Contracting Party advises you to submit your Tender well in advance. Any malfunctions during uploading are at the potential Participant'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 potential Participant link a number of colleagues to the Tender Procedure so that notifications always reach the right persons.

2.7. Tendering conditions

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

2.7.1. TenderNed

Tenders must be submitted on www.tenderned.nl. In order to safeguard confidentiality, Tenders cannot be submitted by post or by email. On this page you will find all support articles for suppliers: <https://www.tenderned.nl/cms/nl/voor-order-nemingen>

2.7.2. Number of Tenders

A Participant may 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.

2.7.3. Costs

No costs incurred by Participants in compiling and submitting the Tender will be eligible for reimbursement by the Contracting Party in any way. Participants do not in principle have any eligible for reimbursement of expenses if the Contracting Party prematurely stops or withdraws the procurement procedure for whatever reason.

2.8. Tender with other parties

2.8.1. Tendering as a Consortium

The following applies if a Participant is a Consortium of companies:

ESPD

Each member of a Consortium must itself submit a fully completed ESPD. Consortium members mention each other in part II A at 'Form of participation'.

Consortium agreement

If requested, the Consortium must submit a consortium agreement, including the declaration of joint and several liability as referred to in Article 10.4 of the ARN2016 within ten (10) calendar days in accordance with Article 10.2 et seq. of the ARN2016.

No changes permitted

After applying, no changes may be made to the Consortium without the prior written consent of the Contracting Party. Such consent will only be granted in exceptional circumstances (e.g. in the event that Participant or Consortium Members become the subject of a merger or acquisition). The Contracting Party may attach conditions to such consent. A Consortium must in any case continue to satisfy the requirements imposed in these Selection Guidelines.

Responsibility

Each Consortium member is jointly and severally liable.

2.8.2. Engaging Third Party/Parties (main contracting and subcontracting)

Both Participants and a Consortium of Participants may engage Third Parties in the performance of the Engagement. Even if they independently meet the Suitability Requirements set forth in this Tender. In that case, the following applies:

ESPD

Indicate in part II C of the ESPD whether you rely on the capacity of subcontractors to meet the Suitability Requirements (referred to as 'selection criteria' in the ESPD). In the questionnaire in TenderNed, you then indicate which subcontractors are involved, for which Suitability Requirements they are used, and how you can actually rely on the capacity and/or competence of these subcontractors during the execution of the Contract. As indicated in the ESPD, each subcontractor you rely on to meet the Suitability Requirements must submit a completed and legally signed ESPD with the Application. As also indicated in part II C of the ESPD, this subcontractor only needs to complete part II A, II B, and part III of the ESPD.

Indicate in part II D of the ESPD whether you use subcontractors, but not to meet the Suitability Requirements. Also indicate which subcontractors you propose here. These subcontractors do not need to submit an ESPD themselves.

Requirements

The Participant must guarantee that the Third Party concerned meets all requirements stated in this Procurement Procedure for the activities to be assigned to that Third Party. The Contracting Party will be entitled to verify the correctness of this warranty.

No changes permitted

After applying, no changes may be made to the form of participation without the prior written consent of the Contracting Party. A form of participation must in any case continue to satisfy the requirements imposed in these Selection Guidelines.

Critical tasks

The Contracting Party considers the configuration, release management, maintenance, third-line support and security remediation of the CUPPS software platform to be critical tasks. The CUPPS platform directly supports passenger-processing operations, including check-in, boarding and service desk handling, and must therefore be reliable, secure and continuously available. Any failure or delay in the performance of these activities may adversely affect operational continuity, passenger handling processes and cyber security.

These tasks require direct technical authority over the offered platform. This includes the ability to analyse and resolve complex incidents, implement configuration and software changes, plan and execute releases, remediate vulnerabilities and maintain the platform throughout the term of the Contract. If these tasks are performed by a party that does not have such authority, this may materially affect incident resolution, change control, cyber security remediation and lifecycle management.

For this reason, and in accordance with Section 3.65a in conjunction with Section 2.95(2) of the Dutch Public Procurement Act, the Contracting Party requires these critical tasks to be performed by the Participant itself or, in the case of a consortium, by a consortium member. This requirement constitutes a condition relating to the performance of the Contract. Subcontracting remains permitted for non-critical supporting activities, such as second-line support, preventive maintenance and on-site assistance, provided this does not affect the Participant's full responsibility and direct ability to maintain, support and improve the offered CUPPS platform.

By submitting its Tender, the Participant confirms that the critical tasks identified above will be performed by the Participant itself or, in the case of a consortium, by a consortium member. Upon request of the Contracting Party, the Participant shall provide information demonstrating how it will comply with this requirement.

Responsibility

The Participant bears full responsibility for any Third Party it engages.

2.9. Documents in this Tender Procedure

This Tendering Guide 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. Tendering Guide (the present document)
4. ARN2016;
5. Draft Contract or Draft Reserve Contractor Agreement;
6. Your Tender (to be provided);
7. All other documents referred to previously by the Contracting Party during the Tender Procedure until the time of signing the contract.

This Tendering Guide 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.

2.10. Other terms and conditions

2.10.1. Working language

The working language throughout the Tender Procedure will be English.

The Participant declares that the personnel responsible for and managing the performance of the Engagement have a written and spoken command of English or Dutch (preferred).

2.10.2. 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 Participant to take this into account. If the Participant is approached by the press and asked about 'Eindhoven Airport' and/or this project, the Participant 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.

2.10.3. 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 expressly rejects the applicability of any general terms and conditions of the Participant.

2.10.4. Reservation concerning discontinuation of the procedure

The Contracting Party is not obliged to make an award decision during this Tender Procedure or to conclude a Contract with a Participant. As a result of

- 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;

(potential) Participants do in principle not have any 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.

2.10.5. Confidentiality

EANV will provide the Participant 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 Participant will only use the Confidential Information in connection with the Tender Procedure.

The Participant will observe strict secrecy with regard to the Confidential Information. The Participant 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 Participant 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 Participant shall not upload, enter, process, or otherwise make available, in whole or in part, any Confidential Information into artificial intelligence applications or comparable systems (including, but not limited to, ChatGPT, Copilot, Gemini, Claude, Perplexity, Midjourney, and GitHub Copilot). This prohibition applies irrespective of any statements made by the Participant or by the provider of such application that the data (i) will not be shared with third parties, (ii) will not be used for training purposes, or (iii) are protected by technical or contractual safeguards. Any deviation from this prohibition is permitted only if EANV has given its prior express written consent.

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

The Participant 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 Participant without using the information provided by the Contracting Party, provided that this independent development can be demonstrated and verified.

The Participant 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 Participant 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 Participant will refrain from issuing press releases, making public announcements or disclosures, or making statements or disclosures on social media (including but not limited to X, 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 Participant – unconditional agreement with the aforementioned provisions.

2.10.6. Destruction of documents in the event of not tendering

If the Participant decided to submit no Tender, it must inform the Contracting Party immediately in writing. The Participant must then destroy all Tender Documents it has received.

2.10.7. 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.

2.10.8. Agreement

By submitting a Tender, the Participant unconditionally agrees to the provisions of this Tendering Guide 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.

3. Tender Assessment Procedure

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

1. Timeliness and completeness
2. Grounds for Exclusion
3. Suitability Requirements
4. Minimum Requirements
5. Schedule of Requirements
6. Assessment of Tender
7. Announcement of award decision and verification phase
8. Objection and standstill period
9. Final award and granting of Engagement

3.1. Timeliness and completeness

The Tender will first be assessed to determine whether it was submitted on time and is complete. If a Tender is incomplete (for example due to missing statements or documents) after the closing date, it will be excluded. If the Tender is submitted after the closing date, the Contracting Party will proceed to disregard the Tender.

3.2. Grounds for Exclusion

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

3.3. Suitability Requirements

Third, compliance with the Suitability Requirements will be assessed. If a Participant does not meet one or more of the Suitability Requirements, the Contracting Party shall reject the Tender.

3.4. Minimum Requirements

Fourthly, 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 Participant 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 Participant an opportunity to rectify any defects which the Contracting Party believes can be easily rectified.

3.5. Schedule of Requirements

Fifthly, compliance with the Schedule of Requirements will be assessed. Non-compliance with critical requirements in the Schedule of Requirements may result in exclusion.

However, the Contracting Party is authorised to request a Participant to supplement or explain in more detail the statements and documents submitted by it in the context of the Schedule of Requirements – within a timeframe to be determined by the Contracting Party – and/or give a Participant 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 members of the assessment committee will first conduct an individual assessment and award points for each Award Criterion. 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 plenary session, it discusses the reasoning of its individual members and reaches consensus on the score.

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

The final scores are rounded to one decimal place. The final digit of the rounded number (this is the relevant digit) is determined as follows:

- if in the figure to be rounded the digit immediately after the relevant digit is a 0, 1, 2, 3 or 4, the relevant digit remains unchanged;

- if in the figure to be rounded the digit immediately after the relevant digit is a 5, 6, 7, 8 or 9, the relevant digit is increased by 1.

For example: where there is a 1.11, the 1 after the decimal point (the underlined digit) is the relevant.

The procurement expert and/or the cost expert will verify the submitted prices. Abnormally high or low tenders may be set aside.

The Tender with the BPQR is eligible to be awarded the Engagement. If two (2) or more Participants have an equal highest final score after points have been awarded on the basis of the Award Criteria and thus both end in first place, the first step is to check the non-rounded final scores. If the non-rounded final scores are also equal, the notice of intended award of the Engagement will be issued to the Participant that has achieved both the equal highest final score and the highest score in respect of the Award Criterion 'AC4 Service level agreement'.

If the Participants with the highest final score have also scored the same in respect of Award Criterion 'AC4 Service level agreement', the notice of intended award will be issued to the Participant with the highest final score that has also obtained the highest score in respect of Award Criterion 'AC3 Solution design and implementation plan'.

If the Participants with the highest final score have also scored the same in respect of Award Criterion 'AC3 Solution design and implementation plan', the decision will be made by reference successively to Award Criteria 'AC5 Cyber Security Plan', 'AC2 Requirements', and, lastly, 'AC1 Price'. If the Participants concerned have also achieved the same score in respect of Award Criteria 'AC5 Cyber Security Plan', 'AC2 Requirements' and 'AC1 Price', the question of which of the Participants concerned will receive the notice of intended award will be settled by the drawing of lots by a civil-law notary. The Participants concerned may be present when the lots are drawn.

3.7. Announcement of Award Decision and Verification Phase

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

The Verification Phase involving the intended Contractor will then also start at the same time. The Participant with the BPQR will be requested to supply the required Supporting Documents within ten (10) calendar days.

If it is apparent from assessment of the supporting documents that the selected Participant does not fulfil all the specified criteria or if the supporting documents were received too late, the Participant concerned will be excluded from further participation in the Tender Procedure and its place will be taken by the Participant which came second on the basis of the above assessment.

3.8. Objection and standstill period

In deviation from Article 18.6 of ARN2016, an objection period of seven (7) calendar days will begin after the announcement of the award decision. Rejected Participants must submit any objections they have, in writing and stating reasons, to the Contracting Party within seven (7) calendar days of the date of the decision on the award. The Contracting Party will then inform the Participant 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 (District Court of Oost-Brabant) 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 and if the Verification phase is successfully concluded, the Contracting Party is free to make the final award of the Engagement.

4. Grounds for Exclusion

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

4.1. GfE1 ESPD

The European Single Procurement Document (ESPD) is a self-declaration of Participants financial condition, abilities and suitability. Participants do not have to provide the full evidence at the time of submitting the Tender, which eases the administrative burden. The Participant must fill in, sign the ESPD (digital or physical) in a legally valid manner and upload it in TenderNed as part of the Tender. The following page can help you complete the ESPD: [Ondernemers en het UEA | PIANOo - Expertisecentrum Aanbesteden](#) (page in Dutch). Note: the legally valid signing does not happen automatically. You must ensure the valid, legally binding signature yourself.

The Contracting Party will check the ESPD for valid signing and completeness. Correction of deficiencies must be made within 48 hours (excluding weekends and national holidays) after the request from the Contracting Party or within the period specified in the request by the Contracting Party. If the deficiency is not corrected by the response, the Participant will be given a new period of 24 hours to comply (fully) with the request. If the deficiency is still not corrected after this second period, the Contracting Party will declare the Tender invalid.

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

4.2. 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 Participant is registered in the national professional/trade register in accordance with the requirements applying in the country in which the Participant is established, or, if such a statement is not issued in the country of establishment, a sworn statement or affidavit must be submitted with the Tender. 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 Tender Procedure documents of which it has been explicitly indicated that they must be duly signed is a legally authorised representative of the Participant. 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 Participant seeks (financial and/or technical) recourse.

4.3. GfE3 Statement from the Tax Authorities

A statement from the Tax Authorities no older than six (6) months at the time of submission of the Tender, concerning payment of social security contributions and/or taxes as referred to in Section 2.89(3) of the Dutch Public Procurement Act must be submitted with the Tender by way of evidence that the Grounds for Exclusion do not apply as referred to in section 2.86(4) of the Dutch Public Procurement Act.

Participants must bear in mind that they themselves must request the statement from the Tax Authorities. The risk of the application for the statement taking longer than the Participant estimated is to be borne by the Participant. Consequently, the Participant would be well advised to request a statement from the Tax Authorities in time and before receiving a request from the Contracting Party.

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

A statement from the Tax Authorities must also be submitted for third parties to which the Participant seeks (financial and/or technical) recourse.

4.4. GfE4 Certificate Of Conduct For Procurement (COCFP)

A copy of the Certificate Of Conduct For Procurement (COCFP), as referred to in Section 2.89(2) and Chapter 4.1 of the Dutch Public Procurement Act, must be included with the Tender. The COCFP must reflect the current situation of the Participant

at the time of submission and must be no older than 24 months calculated from the closing date for the submission of a Tender. If a Ground for Exclusion arises after the COCFP has been issued, the Participant is obliged to mention this on its Tender (on penalty of exclusion).

Participant 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 respectively 4/8 weeks, the risk will be borne by the Participant. The Participant 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 Participant.

Participants 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 Participant, this Participant must draw up a duly signed self-declaration in which the Participant declares that these Grounds for Exclusion do not apply.

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

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

5. Suitability Requirements

The following sections specify the information that a Participant must submit for the assessment on the basis of the Suitability Requirements (also referred to hereinafter as SR1, SR2, etc.). By submitting an Application, the Participant declares to meet the Suitability Requirements.

Indicate in your Tender which subcontractors you rely on and specify for each subcontractor which suitability requirement(s) they are used for. Justify for each subcontractor how you can actually rely on the capacities and/or abilities of this subcontractor during the execution of the contract.

5.1. SR1 Corporate guarantee

The corporate guarantee is not required anymore.

5.2. SR2 Corporate and professional liability insurance

The Participant declares

- that it has sufficient liability insurance under a corporate and professional liability insurance policy. This insurance provides at least €500.000,00 of cover per loss event up and at least €1.000.000,00 per year, and
- that the insurance will be maintained during the entire term of the contract.

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

5.3. SR3 Recourse to financial capacity of Third Party/Parties

In order to meet the 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 Tender 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.

5.4. SR4 Recourse to technical capability of Third Party/Parties

In order to meet the 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 Tender 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 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.

5.5. SR5 Core Competences/References

The Participant 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 Participant must demonstrate by means of a 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 Participant may refer to competences that it has gained in the performance of Engagements which it completed on time no longer than three years previously – calculated from the closing date for Tenders – including any postponement granted to it. If the Participant uses as a reference an engagement that has not yet been (fully) completed, it may only quote the actual results of the current contract (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 Competences in this Tender Procedure are as follows:

Core Competence 1

Implementation of a CUPPS solution at an airport, with the following characteristics:

- At least 8 check-in positions;
- At least 7 gate positions;
- At least 5 airlines are being handled using the Participant's CUPPS solution;
- The check-in and gate positions are not dedicated to a specific airline;
- The airport handles at least 6,9 million passengers annually using the Participant's CUPPS solution.

Core Competence 2

Support and maintenance of a CUPPS solution at an airport, with the following characteristics:

- The support and maintenance services have been provided for a period of at least one year;
- The services include incident management, problem management, change management, preventive maintenance and software updates;
- The services include at least 2nd and 3rd line support for the CUPPS solution;
- The CUPPS solution supports operational use by multiple airlines at non-dedicated check-in and gate positions;
- The airport handles at least 4 million passengers and at max. 20 million passengers annually using the Participant's CUPPS solution.
- The airport is subject to aviation safety, security, data protection and passenger-processing requirements that are comparable to those applicable to airports in the European Union, such as NIS2 (Directive (EU) 2022/2555) and EASA Part-IS;

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

The Participant must supply all the References it has quoted. The Contracting Party reserves the right to check the correctness of the Reference by getting in touch with the contact person of the organisations concerned.

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

5.6. SR6 Quality assurance requirements

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

- ISO 9001: Quality management system;
- ISO 27001: Information security management system.

If a Tender has been submitted by a Consortium acting as Participant, this requirement need only be satisfied in the implementation of the Engagement by the Consortium Member responsible for performing the activity for which a quality assurance scheme is required.

The Participant declares that it will provide the above-mentioned certificates as part of the submission of its Tender.

5.7. SR7 Requirements regarding the organisation

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

- Software architecture and development (product development & innovation);
- Project management (management of projects to ensure delivery of what has been requested by the Contracting Party);
- Cyber Security (management and implementation of information security policies to meet security requirements as set by the Contracting Party, including incident and vulnerability response);
- Implementation and installation (expert, correct and timely implementation/installation to ensure delivery of what has been requested by the Contracting Party);
- Support and maintenance (reliable and responsive service to meet service levels as requested by the Contracting Party).

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

- Software architecture and development: 10 FTE
- Project management: 5 FTE
- Cyber Security: 2 FTE
- Implementation and installation: 10 FTE
- Support and maintenance: 10 FTE

6. Minimum Requirements

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

6.1. MR1 Draft Contract

The Participant agrees unconditionally to the draft Contract including attachments, which is appended in the Tendering Guide (Appendix 1) and possibly amended in a Summary of Additional Information and Changes

6.2. MR2 Draft Reserve Contractor Agreement

The Participant agrees unconditionally to the draft Reserve Contractor Agreement, which is appended to the Tendering Guide (Appendix 3) and possibly amended in a Summary of Additional Information and Changes.

7. Schedule of Requirements

This section sets out the Schedule of Requirements. The Contracting Party is authorised to request a Participant to have the statements and documents submitted by it in the context of the Schedule of Requirements supplemented or explained in more detail – within a timeframe to be determined by the Contracting Party – and/or to give a Participant an opportunity to have any defects rectified which the Contracting Party believes can be easily rectified.

The schedule of Requirements consists of two documents, which are appended as Appendix 2.

The Participant agrees unconditionally to the Schedule of Requirements, which is appended to the Tendering Guide, and possibly amended in a Summary of Additional Information and Changes.

8. Award Criteria

If a Tender has been designated as valid and fulfils the principles of the Grounds for Exclusion, the Suitability Requirements, Minimum Requirements and the Schedule 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.

8.1. 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	Maximum points that can be awarded	Calculation / explanation
'Price' , consisting of: AC1 Total cost of ownership	35 points 35 points	See § 8.1 See § 8.2
'Quality' , consisting of: AC2 Requirements AC3 Solution design and implementation plan AC4 Service level agreement AC5 Cyber Security plan	65 points 20 points 20 points 20 points 5 points	See § 8.1 See § 8.3 See § 8.4 See § 8.5 See § 8.6
Total	100 points	

The Participant with the BPQR is eligible to be awarded the Engagement. The BPQR is determined on the basis of the number of points 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.

Score	Description	Points
Excellent	in the assessment committee's judgement the answer addresses the required elements and subjects exceptionally well and the answer takes exceptionally good account of and corresponds exceptionally well to the assessment criteria, question(s), objective and requirements of the Contracting Party.	100% of the maximum points available
Good	in the assessment committee's judgement the answer addresses the required elements and subjects well and the answer takes good account of and corresponds well to the assessment criteria, question(s), objective and requirements of the Contracting Party.	80% of the maximum points available
Satisfactory	in the assessment committee's judgement the answer addresses the required elements and subjects sufficiently and answer takes sufficient account of and corresponds sufficiently to the assessment criteria, question(s), objective and requirements of the Contracting Party.	50% of the maximum point available
Poor	in the assessment committee's judgement the answer does not address or addresses to a limited degree the required elements and subjects and/or the answer takes no or limited account of and shows little or no connection with the assessment criteria, question(s), objective and requirements of the Contracting Party.	30% of the maximum points available
Unsatisfactory	in the assessment committee's judgement the answer does not address the Contracting Party's required elements and subjects and/or the answer completely fails to correspond to the Contracting Party's assessment criteria, question(s), objective and requirements.	0% of the maximum points available

The points allocation for AC1 is set out in Section 8.2.

The points allocation for AC2 is set out in Section 8.3.

The points allocation for AC3, AC4 and AC5 is as follows:

Only Tenders with a score of 'satisfactory' or higher (the 'minimum standard') for Award Criterion AC3, AC4 and AC5 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 Participant 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 separately in the Tender.

8.2. AC1 Price

The Tender with the lowest Total Tender Price (as per the pricing sheet) will gain full score available for this Award Criterion and will serve as the 'Lowest Tender Price'. Only valid Tenders that meet all Grounds for Exclusion, Suitability Requirements, Minimum Requirements and the Schedule of Requirements, and that have not been rejected, including on the grounds of an abnormally low tender, will be included in the assessment of AC1 Price. The valid Tender with the lowest Total Tender Price, as calculated in the Standard Form Pricing Sheet, will receive the maximum score of 35 points for AC1 Price and will serve as the Lowest Tender Price for the purpose of the price-score calculation.

The Total Tender Price includes all costs for the initial five years of the contract term, including project/implementation costs. Also, a fictitious amount in case the Participant relies on on-premise IT servers, using EANV's infrastructure. Also, a fictitious amount is included for additional hardware and applications. Refer to the Standard Form Pricing Sheet for further details on the calculation. It is not permitted to do any modifications to the calculations/formulas in this sheet.

All other Tenders over and above the lowest price will score a proportion of the points 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:

$$\text{Score AC1} = \frac{\text{Lowest Tender price}}{\text{Total Tender Price}} \times 35$$

Example calculation:

If the Lowest Tender Price equals EUR 450.000, and the tender is a Total Tender Price of EUR 650.000, this Participant will receive 24,23 points for AC1.

8.3. AC2 Requirements

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

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

The Participant is requested to fill in 'Standard Form - Requirements Compliance' in which Participant is requested to explain if, how, and to which extent Participant meets the EANV requirements. Please note the following:

- Some requirements are marked as **Critical**. If the offered solution fails to meet these requirements (which is subject to discretion of the assessment committee), your Tender will be put aside as non-compliant.
- In case of **High/Medium/Low** requirements, the Participant is requested to explain to which extent a requirement is met by providing one of the following compliance answers:
 - Standard; meaning that the Participant's product meets the requirement without customization. The requirement can be met by just configuration of the standard product.
 - Roadmap item; meaning that this requirement is currently not met by the Participant's product but will be fulfilled before acceptance.
 - Non-compliant; meaning that the Participant does not fulfil the requirement.
- For clarity reasons, **Questions** are listed together with the requirements, but do not affect the awarded points for this Award Criterion. All questions must be answered in the Standard Form 'Requirements Compliance' (column H). The questions also provide guidance for what should be submitted in the evidence for AC3, AC4 and AC5:
 - Questions in requirement category A, B and C must be covered in the document 'Solution design & implementation plan' (AC3).
 - Questions in requirement category D must be covered in the document 'Service level agreement' (AC4).
 - Questions in requirement category E must be covered in the document 'Cyber Security Plan' (AC5).

The points are allocated as stated in the table below .

Requirement points allocation

	Standard	Roadmap item	Non-compliant
Critical	N/A. Failing a critical requirement leads to exclusion.		
High	10	5	0
Medium	5	2,5	0
Low	2	1	0
Question	N/A. Scored as part of the Solution design and Implementation plan or Service Level Agreement or Cyber Security Plan.		

The highest possible score for all High/Medium/Low requirements is 480. As described in section 8.1, a maximum score of 20 can be achieved for AC2. Therefore the total score will be normalized to a scale of 0-20 as per the following formula:

$$[\text{number of points for AC2}] = [\text{participant's score for all requirements}] / 480 * 20$$

For example, when a Participant submits a Tender and has a total score of 387,5. His actual score for AC2 will be: $387,5 / 480 * 20 = 16,15$.

8.4. AC3 Solution design and implementation plan

To enable the Participant to offer the best solution, the Participant shall submit a Solution design and Implementation plan (SD&IP) that elaborates on the exact offering of the Participant. As described earlier, questions in requirement categories A, B and C must be answered in the document 'Solution design & implementation plan'.

Objective:

The objective is design, deliver and implement a modern, secure, reliable, proportionate CUPPS system with the following project milestones:

- Deployment of a single test unit by 01 March 2027
- Acceptance, training and go-live by 01 June 2027
- Full operational use upon airport re-opening (19 July 2027)

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

Assessment:

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

1. The completeness of your answer, including all relevant Questions in requirement category A, B and C (Appendix 2b);
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. The extent to which your answer aligns with EANV's strategy and mission;
5. The extent to which your answer is tailored to the specific characteristics of EANV;
6. The extent to which your answer pays attention to adoption and training;
7. The extent to which your response is distinctive compared with the responses of other Participants.

Taking the above into consideration, points will be awarded for this Award Criterion in accordance with the table in Section 8.1.

8.5. AC4 Service level agreement

To enable the Participant to present its support approach, the Participant must submit a Service Level Agreement (SLA) detailing its proposed service offering and incentives for meeting the SLA requirements as described in Appendix 2. The SLA will form part of the Agreement between the Contracting Party and the Participant.

Objective:

The objective is to support, maintain and continuously improve a high-quality, modern CUPPS system throughout the full term of the Agreement, while actively contributing to Eindhoven Airport's operational excellence.

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

Assessment:

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

1. The completeness of your answer, including all relevant Questions in requirement category D (Appendix 2b);
2. The feasibility and realism of your answer;
3. The extent to which your answer contributes to the objective stated above;
4. The extent to which your response is tailored to EANV's specific (operational) context;
5. The extent to which your response appropriately reflects the capabilities, working hours and first-line support responsibilities of EANV's TS&FM and D&IT teams;
6. The extent to which preventive maintenance tasks are proportionate;
7. The extent to which your response is distinctive compared with the responses of other Participants.

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

8.6. AC5 Cyber Security plan

To enable the Participant to demonstrate its cyber security approach, the Participant must submit a Cyber Security Plan describing how the offered CUPPS solution is designed, implemented, operated, maintained and continuously improved in a secure manner throughout the full term of the Agreement. This plan is supplementary to the matters relating to cybersecurity set out in the Requirements, see Appendix 2b;

Objective:

The objective is to ensure that the offered CUPPS solution is secure, resilient and capable of supporting Eindhoven Airport's operational continuity by applying recognised cyber security principles, proactive risk management and continuous improvement throughout the lifecycle of the solution.

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

Assessment:

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

1. The completeness of your answer, including all relevant Questions in requirement category E (Appendix 2b);
2. The feasibility and realism of your answer;
3. The extent to which your answer contributes to the objective stated above;
4. The maturity of the Participant's cyber security governance and operational processes;
5. The extent to which cyber security is demonstrably embedded in the development, maintenance and support of the offered CUPPS solution;
6. The extent to which the Participant demonstrates proactive cyber risk management and continuous improvement;
7. The extent to which independent assurance measures (such as certifications, audits, penetration tests or equivalent controls) provide confidence in the security of the solution offered;
8. The extent to which your response is distinctive compared with the responses of other Participants.

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

9. Definitions

This Tendering Guide uses the definitions from the Tendering Regulations for the Utilities Sectors 2016 (Dutch acronym: 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):

Contracting Party

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

Tender Procedure*

The Open Procedure in accordance with Section 3.33 of the Dutch Public Procurement Act, which regulates the award of the Engagement and of which the course and subject are described in more detail in the Tender Documents.

Tender Documents

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

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.

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.

ARN2016*

The 2016 Tendering Regulations for the Utilities Sectors that apply to this Tender Procedure, which is appended to this document as Appendix 4.

Best PQR / BPQR

The 'Best Price Quality Ratio' award criterion.

Supporting Documents

The evidence, details and declarations (not from Participant itself), on the basis of which the Contracting Party establishes that none of the Grounds for Exclusion apply and that a Participant satisfies the Suitability Requirements.

Appendix

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

Consortium Member*

An enterprise that participates in a Consortium.

Consortium*

An alliance between two or more enterprises that jointly submit a Tender and whereby each Member is jointly and severally liable if the Engagement is awarded to the Consortium.

Participant

Before submission of tenders, anyone who has requested or downloaded a copy of the Tendering Guide, and following submission of tenders, anyone who has submitted a Tender.

Third Party/Parties

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

Award Criterion

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

Certificate of Good Conduct for Procurement (COCFP)

A declaration from the Minister of Security and Justice that an investigation into the details referred to in Section 4.7 of the Dutch Public Procurement Act demonstrates that there is no objection to the natural person or legal entity involved in connection with tendering for special sector engagement or concession engagements.

Tender

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

Tendering Guide

The present document, including all Appendices and Standard Forms supplied by the Contracting Party to the Participants through TenderNed and in which a (further) description is given of the Engagement, the Tender Procedure, the principles and conditions, the Grounds for Exclusion, the Suitability Requirements, the Minimum Requirements, the Schedule of Requirements and the Award Criteria.

Core Competence

The knowledge, experience and skill necessary to perform an essential part of the Engagement.

Knock-out

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

Minimum Requirements

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

Suitability Requirements*

The requirements set by the Contracting Party, which the Participants must meet in order to be eligible for the award of the Engagement.

TenderNed

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

Summary of Additional Information and Changes*

The document containing the (anonymised) questions from potential Participants, the answers from the Contracting Party and any amendments to the Tender Documents, which forms an integral part of this Tendering Guide.

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.

Principal

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

Contractor

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

Contract

The contract to be signed including appendices between the Principal and the Contractor following the award of the Engagement. The draft version of the Contract will be available with the Tendering Guide/final Summary of Additional Information and Changes.

Lot

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

Schedule 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.

Reference

A statement as referred to in Section 2.92a of the Dutch Public Procurement Act, in which the Participant demonstrates that it has the required Core Competence(s).

Standard Form

A form which a Participant is obliged to use when submitting the Tender, as included in the Tendering Guide.

Award Criterion / Award Criteria

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

ESPD

European Single Procurement Document: confidential document intended for submission of the self-declaration as referred to in Section 3.64 in conjunction with Section 2.84 of the Dutch Public Procurement Act.

Grounds for Exclusion

The mandatory grounds for exclusion from this Tender Procedure as referred to in Section 2.86 of the Dutch Public Procurement Act and the optional grounds for exclusion from this Tender Procedure applied by the Contracting Party, as referred to in Section 2.87 of the Dutch Public Procurement Act.

10. Appendices

The appendices form an integral part of this Tendering Guide:

- Appendix 1 – Agreement
- Appendix 2a – Schedule of Requirements
- Appendix 2b – Requirements
- Appendix 3 – Reserve contractor agreement
- Appendix 4 – ARN2016