



Rijkswaterstaat
*Ministry of Infrastructure and the
Environment*

BUSINESS INFORMATION

DBFM AGREEMENT

Blankenburg Connection Project



Tendering Guidelines

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1 Introduction

1.1 Tendering Guidelines

These Tendering Guidelines describe the tendering procedure for the Blankenburg Connection Project. These Tendering Guidelines are final, and the principles set out herein will not change during the tendering procedure. Where relevant, during a dialogue phase a supplement to these Tendering Guidelines may be issued, which describes the process in the relevant dialogue phase in more detail.

The Candidate is responsible for controlling the proper receipt of the Tender Documents. If the Tender Documents are not received in good order, the Candidate must report this immediately at the e-mail address listed in Section 1.3 of these Guidelines.

The tender documents have been compiled with care. If the Candidate should nonetheless have any objections to, for example, supposed inconsistencies, deficiencies, contraventions of statutory regulations, or any other irregularities, then the Candidate must inform the Contracting Authority of this as quickly as possible in writing and/or ask for clarification through the submission of a request for information (in accordance with paragraph 2.10). By submitting documents and the Tender, the Candidate agrees in full with the provisions of the Tendering Guidelines. If the Candidate fails to give the Contracting Authority timely notification about inconsistencies, deficiencies, or any contraventions of statutory regulations, the Candidate will not be able to invoke such at a later date.

1.2 Definitions

Capitalised terms in these Tendering Guidelines are defined in schedule 1 of these Tendering Guidelines or in Schedule 1 of the (draft) DBFM Agreement. If a capitalised term is defined in both schedule 1 of these Tendering Guidelines and in Schedule 1 of the DBFM Agreement, the relevant definition will only apply to the document in whose schedule it is included. Schedules to the DBFM Agreement are written with an upper case letter ("Schedule [.]"), while schedules to these Tendering Guidelines are written with a lower case letter ("schedule [.]").

1.3 Contracting Authority and the method of tendering

The Contracting Authority is:

The State of the Netherlands
Ministry of Infrastructure and the Environment
Rijkswaterstaat Major Projects and Maintenance

Project organisation: Blankenburg Connection
Contact: Mr Y.H. Norg
Office address: Boompjes 200, 3011 XD Rotterdam, The Netherlands
E-mail address: bbv@rws.nl

The address to which all documents must be delivered by the Candidate Bidders – no electronic communication – is:

Contact: Ms M.L. Verhagen

Office address: Boompjes 200, 3011 XD Rotterdam, The Netherlands

Postal address: PO Box 556, 3000 AE Rotterdam, the Netherlands

Contact TenderNed: Mr F. den Boer

Rijkswaterstaat RWS GPO Tendering Team

Website: www.tenderned.nl

The tendering procedure will be carried out exclusively digitally via TenderNed: www.tenderned.nl. This means that requests for participation and Tenders can only be submitted via TenderNed. The Candidate must be registered in TenderNed as a user in the Netherlands in order to participate in the tendering procedure. The "TenderNed Conditions of Use" apply. The Candidate is expected to have all the necessary knowledge to be able to take part in the tendering procedure in the correct way. The use of TenderNed is for the account and risk of the Candidate. In the event a Candidate cannot access TenderNed at the deadline for receiving requests for participation, the Shortlisting Product or the Tender, as a result of a breakdown in eHerkenning, in TenderNed or in the high-voltage power grid, this will constitute a situation of force majeure. In such case, the Contracting Authority may postpone the deadline for receiving requests for participation, the Shortlisting Product or the Tender, depending on the situation and the consequences. The amended deadline for receiving tenders will be announced to candidates via TenderNed "Rectificatie".

All documents shall be submitted via TenderNed, in accordance with the TenderNed manual, which can be found at the website of TenderNed in the "eGids". In case of the digital submission of documents that must be signed, these documents will have to be submitted in PDF format and signed with a recognised electronic signature with security level IV (PKI government certificate or EU-Qualified certificate).

As an exception to this rule, for some documents that must be provided by financial institutions, it will be possible to submit these without a recognised electronic signature with security level IV (PKI certificate). This includes the following documents:

- Support Letter financial advisor (in accordance with the format set out in schedule 9.3);
- Support Letter from (external) loan capital provider (in accordance with the format set out in schedule 9.4);
- A Financial Close Bond, (in accordance with the format set out in schedule 9.6);

The following options are available for the above-referenced documents:

a) The documents can be submitted in PDF format with a certified electronic signature of the relevant financial institution with security level IV (as described in the previous paragraph);

or

b) The Tenderer can instead submit a statement in accordance with the format specified in schedule 9.1 C. This statement must be signed by the Tenderer with a certified electronic signature with security level IV. A scan of the complete and original document signed by the financial advisor/loan capital provider/bond provider (support letter or guarantee in PDF format) must be attached to this statement, while this (identical) original document (with handwritten signature) must be received by the Contracting

Authority (by post, courier or in some other way) within 48 hours of the closing of the tender period.

Questions in relation to the Selection Phase of this tendering procedure can only be submitted by way of e-mail at the e-mail address contained in Section 1.3 of these Guidelines. Questions requesting information related to this tendering procedure after the Selection Phase can only be submitted by way of Relatics.

1.4 Project and objectives

The Project consists of all the works, supplies and services that have to be carried out under the DBFM Agreement arising out of this tendering procedure.

The A24 Blankenburg Connection will be constructed to improve the accessibility of the Greenport Westland and the Port of Rotterdam. This connection links the A15 to the east of Rozenburg and the A20 motorways to the west of Vlaardingen. This connection will become an alternative to the existing A4 route between the intersections Kethelplein and Beneluxplein. In view of the specified objectives and the expected increased traffic intensity on the Benelux route, the Minister has decided to construct the A24 Blankenburg Connection.

The A24 Blankenburg Connection (from north to south) runs from the A20 on the western side along the Krabbeplass pond near Vlaardingen, below 'The Scheur' waterway and will be connected to the A15 motorway to the east of Rozenburg. The area is characterised by its rural surroundings on the north side of the Scheur River and by industry and residential development on the south side. Figure 1 provides an overview of the A24 Blankenburg Connection.

To lessen the road's barrier effect and consequently increase the region's quality of life it was decided to construct a land tunnel to integrate the road into the landscape on the north side. The Scheur River will be crossed by means of a sunken tunnel.

The project principally consists of:

- The widening of the A20 motorway between the Kethelplein and the Boonervliet viaduct near Maassluis;
- The adjustment of the noise-proofing structures along the A20 motorway;
- The construction of the intersection (Blankenburg Connection) that connects the A20 and A24 motorways to the west of Vlaardingen;
- The construction of the A24 between the A20 and A15, along a length of approximately 4 kilometres;
- The construction of an operated land tunnel, approximately 510 metres in length (Aalkeet Tunnel) on the north shore of the Scheur River;
- The construction of a railway viaduct at the location of the Hoekse Line (Rotterdam-Hoek of Holland railway line);
- The construction of a dike (kanteldijk) across the flood protection on the north side of the Scheur River.
- The construction of an operated sunken tunnel, approximately 950 metres in length below the Scheur River (Blankenburg Tunnel);
- The relocation of the dike to the west of the route on the south shore;
- The construction of a crossing over the cables and pipeline route running to the Europoort;
- The construction of the intersection that connects the A15 and A24;

- The removal of the extra lanes (plustroken) on the A15;
- The construction of a number of physical components for the purpose of a toll facility;
- The hook-up of the A24 to the traffic control centre in Rhoon (dedicated desk);
- The preservation of the water regime;
- The maintenance of the A15, the A20 and the Blankenburg Connection (A24) infrastructure for a period of 20 years.



Figure 1

The key project implementation challenges are as follows:

- Constructing a demonstrably safe land and sunken tunnel;
- Managing construction within an administratively sensitive environment on and around an intensively used infrastructure;
- Safeguarding traffic circulation over the A15 and A20 motorways during the construction period;
- Limiting traffic disturbance on the underlying road network;
- Limiting disturbance on the waterway during the construction of the sunken tunnel;
- Managing the interfaces with adjacent projects;
- Managing the physical interfaces with railway infrastructure, cables and pipelines, and with connecting roads and waterways.

Through means of tendering the DBFM Agreement, the design, construction and maintenance of the A24, A20 and the A15 is awarded to a market party over a long

period of time. In addition to the design, construction and maintenance of the A24, A20 and the A15, the Agreement also includes the design and infrastructure for third parties. The Candidates are expected to be aware of the interests of Rijkswaterstaat and the neighbouring parties and to as effectively as possible respond to these interests, with due consideration to the public tasks carried out by Rijkswaterstaat itself and the distribution of tasks as described in the DBFM Agreement.

The Contractor is asked to make the infrastructure available to the Client for the duration of the DBFM Agreement. The infrastructure is considered to be available if it meets the requirements set out in the DBFM Agreement. Payments to the Contractor are linked to delivering and demonstrating the requested availability. This creates a difference in the timing of expenditures and income for the Contractor, and consequently a need for financing. The Contractor must assume responsibility for arranging the financing required in this context.

1.5 DBFM Agreement

The draft DBFM Agreement is attached as schedule 3.

At the end of the Dialogue, the draft DBFM Agreement will be worked out in more detail based on the results of the Dialogue.

In the DBFM Agreement and the Schedules, the symbol [•] indicates that the Contracting Authority will complete further details in a manner that is identical for every Candidate.

The symbol [●●] indicates where candidate-specific sections will be included in the DBFM Agreement.

1.6 Payment mechanism and project financing

The Contractor will receive a periodical performance-related availability payment during the term of the DBFM Agreement.

Furthermore, the Contractor will receive a Bullet Payment upon the issuing of the Availability and Completion Certificate.

The Contractor will be responsible for arranging the financing of the Project. The financing structure must be such that the Lenders will provide the Contractor with loan capital, or at least a guarantee for such, based on the principles of project financing.

The Client will conclude a Direct Agreement with the Contractor and the relevant Lenders, and if requested it will cooperate with the pledging of the Net Availability Payment. A draft of the Direct Agreement is attached to the DBFM Agreement as Schedule 6 (Direct Agreement).

The Tenderers must submit a Financing Plan with the Tender, in which they explain how sufficient financing will be raised for the Project in order to be able to satisfy all the obligations under the DBFM Agreement. The Candidate will be asked to submit a (draft) Financing Plan during the Second Phase of the Dialogue, and to discuss such with the

Contracting Authority. The Financing Plan must then be submitted by the Tenderer as part of the Tender, in which regard the Contracting Authority emphasises that the due diligence assessment for the Tender must have taken place by that time, based on the assumption that no more changes will be made to the DBFM Agreement.

The interest rate risk over the period between the Tender and the Financial Close will be borne by the Contracting Authority, subject to certain conditions. These conditions and the interest rate risk are explained in more detail in paragraph 7.4.

The Contracting Authority will discuss the process to obtain the financing for the Project with the Candidate, and will follow the situation on the financial markets carefully. This could lead to a modification of the Tender Documents. The Contracting Authority also reserves the right to change the process for obtaining the financing for the Project if the situation on the financial markets gives cause for this.

At this point in time, the Contracting Authority assumes that financing with an inflation-related component and/or Hard Mini Perm financing will not be made possible for the Project.

1.7 Brief description of the tendering procedure

1.7.1 Tendering procedure phases

The tendering procedure will be carried out in a number of phases. These phases are shown in the following schedule. The dates given are indicative and may be amended during the tendering procedure. The schedule posted on TenderNed prevails.

ACTIVITY	START	END
Selection Phase (n Candidates)		
Announcement Publication on TenderNed	19-05-2016	
Submission of requests for information	19-05-2016	02-06-2016
Publication (final) Information Brief		08-06-2016
Submission of requests for participation		20-06-2016
Assessment of requests for participation	21-06-2016	01-07-2016
Communicate decision to Candidates		04-07-2016
Objection period [10 Calendar Days]	05-07-2016	14-07-2016
First Phase of the Dialogue (n Candidates)		
Invitation to participate in the First Phase of the Dialogue		14-07-2016
Kick-off meeting		25-08-2016
Opening Data Room		15-07-2016
First dialogue round	05-09-2016	09-09-2016
Second dialogue round	03-10-2016	07-10-2016
Submission of requests for information	25-08-2016	21-10-2016
Publication (final) Information Brief		03-11-2016
Submission Shortlisting Product		08-11-2016
Assessment of Shortlisting Product	09-11-2016	24-11-2016
Decision on participation in Second Phase of the Dialogue		25-11-2016
Objection period [10 Calendar Days]	26-11-2016	05-12-2016

Second Phase of the Dialogue (3 Candidates)		
Invitation to participate in the Second Phase of the Dialogue		6-12-2016
Kick-off meeting		20-12-2016
1 st round of dialogue meetings	09-01-2017	13-01-2017
2 nd round of dialogue meetings	30-01-2017	03-02-2017
3 rd round of dialogue meetings	06-03-2017	10-03-2017
4 th round of dialogue meetings	03-04-2017	07-04-2017
5 th round of dialogue meetings	08-05-2017	12-05-2017
Submission of requests for information	20-12-2016	16-05-2017
Publication (final) Information Brief		23-05-2017
Dialogue conclusion		23-05-2017
Tender Submission Phase (3 Tenderers)		
Invitation to Tender		30-05-2017
Submission qualitative part of the Tender		13-06-2017
Submission quantitative part of the Tender		26-06-2017
Assessment of Tenders	14-06-2017	12-07-2017
Appointment of Preferred Tenderer (intention)		13-07-2017
Judicial protection period Non-preferred Tenderers [20 Calendar Days]	14-07-2017	02-08-2017
Finalisation (1 Preferred Tenderer)		
Contract Close	Q3 2017	
Financial Close	Q4 2017	

1.7.2 Description of the Procedure

Selection phase

The tendering procedure commences with the Selection Phase. Admission to the First Phase of the dialogue will take place on the basis of an assessment for grounds for exclusion and suitability requirements. The Contracting Authority will invite the Candidates in respect of whom no exclusion/disqualification criteria exist and who satisfy the suitability requirements to participate in the Dialogue.

The Selection Phase is described in more detail in chapter 3.

Dialogue

The Contracting Authority makes use of the possibility provided for in Article 30, paragraph 4, of Directive 2014/24/EC, of organising the Dialogue in successive stages. In this tendering procedure, the Dialogue consists of the following stages:

- First Phase of the Dialogue
- Second Phase of the Dialogue

The First Phase of the Dialogue is described in chapter 4. In the First Phase of the Dialogue, the number of Candidates who will be invited to participate in the rest of the tendering procedure will be reduced to three – in the event that more than three Candidates satisfy the minimum conditions. This will be carried out by way of an assessment of the Shortlisting Products submitted by the Candidates. The Contracting

Authority will invite the three Candidates that it has selected based on the assessment of their Shortlisting Products to participate in the Second Phase of the Dialogue.

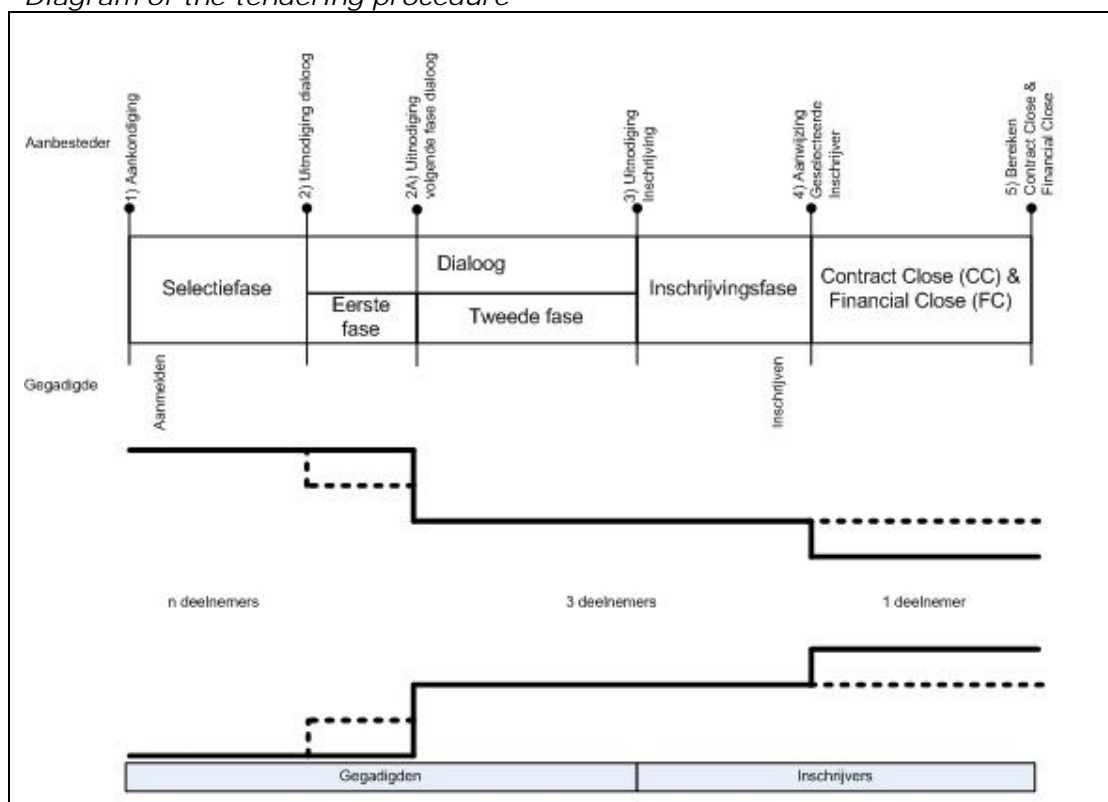
The Second Phase of the Dialogue is described in chapter 5. During the Second Phase of the Dialogue, the Contracting Authority will complete the contents of the DBFM Agreement in more detail with the Candidates, and adjust such contents where necessary. During the Second Phase of the Dialogue, no shortlisting will take place.

Based on the results of the Second Phase of the Dialogue, the Contracting Authority may revise the Tender Documents, identically for all Candidates.

Tender Submission Phase

After the Second Phase of the Dialogue has been concluded by the Contracting Authority, the Tender Submission Phase will follow. This phase is described in chapter 7. Award of the Project is based on the criterion of the most economically advantageous tender (MEAT).

Diagram of the tendering procedure



1.8 Public planning procedures

On 28-03-2016, The Minister of Infrastructure and the Environment adopted the draft Transport Infrastructure (Planning Procedures) Decree (OTB). The Transport Infrastructure (Planning Procedures) Decree was available for review from 6-4-2016 up to and including 18-05-2016.

The final outcome of the public planning procedures pursuant to the Transport Infrastructure (Planning Procedures) Act may have an impact on the further progress of the tendering procedure and the exact content of the Project. Candidates should take this into account.

1.9 Stakeholder and implementation agreements

In preparation of this tendering procedure, the Contracting Authority has concluded the stakeholder and implementation agreements detailed below:

Part/parties	Description of the agreement	Date of the agreement
Municipality of Vlaardingen	Bilateral stakeholder agreement	25-03-2016
Port of Rotterdam Authority and the Municipality of Rotterdam	Trilateral stakeholder agreement	TBD
Delfland Water Board	Bilateral stakeholder agreement	TBD

Municipality of Vlaardingen	Implementation agreement	25-03-2016
Port of Rotterdam Authority and the Municipality of Rotterdam	Trilateral implementation agreement	TBD
State Harbour Master	Letter concerning nautical terms and conditions	14-12-2015
ProRail	Project agreement	TBD
ProRail	Implementation agreement	TBD
Province of South Holland	Stakeholder letters	TBD
Midden Delfland Recreational Amenities Board	Stakeholder letters	TBD
Dutch National Forest Service	Stakeholder letters	TBD
Rotterdam-Rijnmond Security Region	Stakeholder letters	TBD

2 General information

2.1 Candidate Statement of Acceptance

By submitting a request for participation, the Candidate declares that it unconditionally accepts the tendering procedure described in these Tendering Guidelines.

2.2 Applicable Legislation

The tendering procedure will be conducted as a competition-oriented dialogue (Articles 2:28 and 2:29 of the Public Procurement Act 2012 and Section 4 of the Works Procurement Regulations 2012).

Insofar as the Tendering Guidelines do not deviate from such, inter alia the following legislation and regulations will apply to this tendering procedure:

- Directive 2014/24/EC of 26 February 2014, concerning the award of public contracts;
- Directive 89/665/EEC of 21 December 1989 on the coordination of the laws, regulations and administrative provisions relating to the application of review procedures to the award of public supply and public works contracts;
- The Public Procurement Act 2012;
- The Public Procurement Decree;
- The Procurement Rules on Public Works Contracts 2012 (ARW 2012);
- The Public Administration (Probity Screening) Act (BIBOB Act).

2.3 Judicial protection- choice of forum

The Contracting Authority will inform the relevant Candidate or Candidates about decisions that have legal consequences in the sense of Article 1, paragraph 1, of Directive 89/665/EEC, in connection with the tendering procedure via the e-mail address listed in paragraph 1.3 of these Guidelines.

All time limits detailed in the Tender Documents will commence the day after the sending of the decision at midnight 00:00, and all time limits are fixed and final deadlines. This means that if a Candidate does not lodge an objection against a decision within the set time limit, after the sending of that decision, the relevant Candidate will no longer be able to lodge an objection in relation to that decision. In that case the Contracting Authority is therefore free to carry out the decision. To the extent that no specific objection deadline is mentioned for a decision intended to have legal effect, an objection period of 20 calendar days is applicable to that decision.

With respect to all decisions, a Candidate who has made an objection against a decision must also institute preliminary relief proceedings against that decision by the Contracting Authority within 20 Calendar Days after the date that decision was sent. The proceedings are pending as from the day of summons (Article 125 of the Dutch Code of Civil Procedure).

A decision to appoint the Preferred Tenderer as referred to in paragraph 7.9 will be notified to the Candidates by way of the e-mail address listed in paragraph 1.3 of these Guidelines. This notification contains all relevant reasons for that decision, as well as a precise description of the time when the above-mentioned period of 20 calendar days ends.

All disputes that arise between the parties involved in the tendering procedure in connection with the tendering procedure must be put before the civil court in The Hague.

2.4 Terminating the procedure – withdrawal of Candidates

The Contracting Authority may prematurely terminate the tendering procedure.

If the Contracting Authority decides to terminate the tendering procedure following the Selection Phase, then depending on the stage at which the tendering procedure is at the time, and depending on the efforts made by the Candidates to that point, the Contracting Authority will pay a reasonable amount of compensation, to be determined by the Contracting Authority, for the expenses incurred by the Candidates, with a maximum of the (design) costs compensation payment specified in paragraph 4.9 and paragraph 7.11 respectively.

Candidates may withdraw from the tendering procedure up until the submission of the Tender without being liable for damages with respect to the Contracting Authority.

Candidates who are invited to participate in the next stage of the tendering procedure but who withdraw nevertheless, are not entitled to any compensation of the (design) costs.

2.5 Announcement

The contract notice was announced on the website www.tenderned.nl on 19-05-2016.

A prior contract notice was published on the www.tenderned.nl website on 19 April 2016.

2.6 Language

This tendering procedure will be conducted in the Dutch language. Unless the Contracting Authority indicates otherwise, all documents to be submitted must be drawn up in the Dutch language. If statements originally made in a foreign language must be submitted in the Dutch language, the Candidate must submit the statement both in the original (foreign) language, as well as the translation thereof in the Dutch language.

The Contracting Authority allows the following documents to be submitted in the English, German, Spanish or French language without accompanying translation:

- Certificate of conduct for procurement (CCP) or an equivalent certificate;
- Extract from the trade register;
- Copy of a valid identity document;
- Declaration of economic and financial standing;
- Proxy.

If the Candidate is requested to submit a certificate of conduct for procurement, commercial register extract or copy of a valid identity document and the Candidate wishes to submit the document in a language other than Dutch, English, German, Spanish or French, without accompanying translation, prior permission must be obtained from the Contracting Authority.

The Contracting Authority will allow the following documents to be submitted in English without an attached translation:

- Original Financial Model;
- Financing Plan;
- Support Letter financial advisor in accordance with schedule 9.3;
- Support Letter (external) loan capital provider (Mandated Lead Arranger) in accordance with schedule 9.4;
- Letter of Support from the European Investment Bank in accordance with schedule 9.5.

In addition, the Contracting Authority permits data related to reference projects to be provided in the English language.

2.7 Ceiling price

The Ceiling Price for the execution of the DBFM Agreement will amount to € [•], exclusive of VAT, price level 1 January 2016. The present value of the Tender (see paragraph 7.6) must not exceed the Ceiling Price that applies to the Tenderer. Tenders that do not satisfy this requirement will be invalid.

The Contracting Authority reserves the right to make a generic adjustment of the Ceiling Price during the subsequent phases of the tendering procedure. Candidates will be given timely notification of this in all cases.

2.8 Information provision

2.8.1 Website

The general website for the project is www.blankenburgverbinding.nl.

2.8.2 Data Room – Provision of information

For purposes of this tender procedure, the Contracting Authority has set up a virtual Data Room on an extranet. Information can be added to this Data Room for up to three weeks before sending the Invitation to Tender. The Candidates will have to conclude an agreement with the Contracting Authority on the basis of which they will receive access to the Data Room. For purposes of this tendering procedure, the Contracting Authority will - wherever possible - provide the data to be furnished, digitally in PDF file format together with Word or Excel format. In the event of any differences between the formats, the PDF version will be leading.

The Contracting Authority will decide during the Dialogue to which extent the information in the Data Room will be designated as Disseminated Information in the sense of the DBFM Agreement. The Contracting Authority does not bear any responsibility for the accuracy or completeness of the information that is not designated as Disseminated Information.

2.8.3 Electronic communication

In this tendering procedure, use will be made of the option of conducting the communication between the Candidate and the Contracting Authority by electronic means.

Information that is communicated electronically between the Contracting Authority and the Candidates will be provided in PDF format as much as possible and also in Word format and/or Excel format. In the event of any differences between the formats, the PDF version will be leading.

2.9 Confidentiality and Intellectual Property Rights

2.9.1 Confidentiality to be observed by the Candidates

By participating in the tendering procedure the Candidates oblige themselves to keep confidential all information that they receive from the Contracting Authority - insofar as not available in the public domain - and not to disclose such to third parties. Candidates must protect the information they receive from the Contracting Authority against unauthorised use. They may disclose such information to the subcontractors of the Candidates who are involved in the tendering procedure, on the condition of imposition of this confidentiality clause. This obligation does not apply if provisions to the contrary are explicitly stated in the Tendering Guidelines, or in any other announcements of the Contracting Authority. The confidential information provided may only be used for the purpose for which it is intended.

2.9.2 Confidentiality to be observed by the Contracting Authority and intellectual property rights

The following will be designated as confidential:

- a) Reference Details, Shortlisting Products, Dialogue Products, and Tenders;
- b) Confidential Information as referred to in paragraph 2.10.2;
- c) All other information which – by its nature – is confidential.

Confidential information will be handled as such by the Contracting Authority. The Contracting Authority will therefore not disclose confidential information to third parties – including other Candidates – except if and insofar as the Contracting Authority is reasonably obliged to disclose such on the grounds of any legal obligation or in connection with legal proceedings. Before the Contracting Authority discloses confidential information to third parties in such situations, it will hold consultations with the relevant Candidate about the method of disclosure that is the least inconvenient for the latter, without prejudice to the fulfilment of the aforementioned obligations by the Contracting Authority.

Any intellectual property rights held by the Candidates will not be transferred to the Contracting Authority on account of the participation in the tendering procedure, unless otherwise is agreed.

2.10 General and Confidential Information

During the tendering procedure, the Candidates can ask the Contracting Authority for additional information about the Project and the Tender Documents. Requests for information can lead to the issuing of General and Confidential Information by the Contracting Authority.

The Contracting Authority can also issue information to the Candidates at its own initiative.

For each phase of the tendering procedure, the Contracting Authority will specify the date before which the requests for information have to be submitted.

2.10.1 General Information

In principle, the Contracting Authority will respond to requests for information by way of General Information. General Information constitutes adjustments, elaborations and explanations that are identical and apply equally to all Candidates as well as other information concerning the Project or the Tender Documents.

If the Contracting Authority responds to a request for information from a Candidate by way of General Information, then the Contracting Authority will display and respond to this request for information in a depersonalised way by way of e-mail during the Selection Phase and after that via Relatics.

2.10.2 Confidential Information

If the handling of a request for information from a Candidate by way of General Information would lead to the disclosure of confidential information about the solutions planned or proposed by the Candidate or of other commercially sensitive information, the Candidate can make a motivated request to the Contracting Authority for this information to be treated as Confidential Information. The Contracting Authority will take a decision about such a request. If the Contracting Authority agrees to the request, it will exclusively release this information to the relevant Candidate by way of Confidential Information. If the Contracting Authority denies this request, the Contracting Authority will notify the Candidate of this decision, and no (Confidential or General) Information will be issued in connection with this request, unless the request for (Confidential) Information concerns an error in the Tender Documents of which the Contracting Authority must inform the other Candidates.

If the planned or proposed solutions dealt with in the Confidential Information will only be possible through a modification of the Project or the Tender Documents, and the Contracting Authority is of the opinion that such a modification is in its interests, the Contracting Authority can issue General Information comprising a modification of the Project or the Tender Documents. The Contracting Authority will hold consultations about the drafting of the General Information with the Candidate that has made the request for information. The Candidate will then be able to make a proposal to the Contracting Authority about the drafting of the General Information. If these consultations do not lead to an agreement about the drafting of the General Information to be released, the relevant Candidate will be allowed to withdraw its request for (Confidential) Information, and the Contracting Authority will not issue any (Confidential or General) Information in connection with this request, unless the request for (Confidential) Information concerns an error in the Tender Documents of which the Contracting Authority must inform the other Candidates.

2.11 Communication

The Candidates are not permitted to communicate with employees of the Contracting Authority, advisors of the Contracting Authority, or other persons and legal entities on the side of the Contracting Authority who are involved in the tendering procedure and the preparation of the Project, or with other parties involved in the Project, about the tendering procedure and/or the Project, in any way other than as described in these Tendering Guidelines, unless prior written permission has been given for such by the Contracting Authority. A request for this written permission must be submitted by a Candidate as a "request for information" to the Contracting Authority.

Candidates that act in violation of the provisions of this paragraph can be excluded from (further) participation in the tendering procedure.

2.12 Inside information and conflict of interest

The guidelines of Rijkswaterstaat for the prevention of inside information and conflicts of interest, as included in the 'Separation of interests, Policy to prevent conflict of interest in the awarding of contracts' report dated 14 September 2007 (see schedule 12), are applicable in full to this tendering procedure.

All Candidates and Significant Subcontractors must state in the Supplementary Compliance Statement (schedule 2.3 B) if there is (or has been) any involvement in the preparation of the Project. If there is or has been any involvement in the preparation of the Project, this will be grounds to suspect there is inside information and/or a conflict of interests.

The Contracting Authority will give the Candidate the opportunity to refute the suspicion referred to in the previous paragraph to the satisfaction of the Contracting Authority, and to show that this (previous) involvement will not be detrimental to fair competition.

A Candidate can be excluded from participation in the tendering procedure if the suspicion referred to in the second paragraph has not been refuted.

2.13 Complaints in relation to the tendering procedure

The Contracting Authority has set up a complaints desk in accordance with the advice 'Complaints procedure for contract tendering' ¹. Complaints in relation to the tendering procedure can be submitted to the Central Contract Tendering Complaints Desk of Rijkswaterstaat at the following e-mail address: klachtenmeldpunt@rws.nl

Complaints can be made in relation to non-compliance with statutory regulations or contravention of the general principles of contract tendering.

A complaint must be submitted in writing, and must give a clear description of the aspect of the tendering procedure which the complaint relates to and the reasons for the complaint.

A complaint will be dealt with by officials who are expert in the relevant field, and who are not involved, nor will be involved, in this tendering procedure.

A complaint will be dealt with as quickly as possible; the complainant will be notified of this. The submission of a complaint will not have any suspensory effect, and will not change the circumstance that a Candidate must make a formal objection on time, or start legal proceedings on time if and insofar this is necessary or relevant (see paragraph 2.3).

2.14 Reasons within the context of the Public Procurement Act

The present tendering procedure concerns a contract in which different types of work and/or construction phases have been integrated in accordance with Rijkswaterstaat's procurement strategy. This has the following benefits for this project:

- The decision to adopt the DBFM Agreement for the Project was taken based on a thorough analysis, which involved the use of the Public Private Comparator (PPC) and in which regard the DBFM format is only adopted if a sufficient number of private sector parties are able to tender;

¹ For more information about the complaints desk and the advice 'Complaints procedure for contract tendering', see Rijkswaterstaat's website. Go to: "www.rijkswaterstaat.nl/zakelijk", and then select: Zaken doen met Rijkswaterstaat > Inkoopbeleid > Aanbesteden > Klachtenmeldpunt aanbesteden.

- The decision to adopt the DBFM contract form for the Project was taken on the basis of the Public Private Comparator and consequently satisfies the requirements of proportionality, transparency, and objectivity;
- DBFM is by definition an integrated contract. The different components within the DBFM construction are inextricably connected with each other, and collectively they form a single entity, within which the private financier is responsible for the management;
- The specific character of DBFM, which involves an integrated performance of a, by definition, logically interrelated scope, precludes the dividing up of the contract into lots;
- The combination of design, build, finance, and maintenance:
 - o offers private sector parties more space for product and process innovation, which leads to better performance at a lower cost;
 - o leads to maintenance-friendlier design and higher quality;
 - o offers private sector parties excellent opportunities to keep construction and maintenance costs to a minimum;
 - o leads to better project management, shorter lead times and higher quality of the services to be supplied;
 - o leads to a clear allocation of responsibility for the area to a single party, as a result of which the safety and the smooth flow of traffic is enhanced;
 - o leads to a higher-quality design because the (financial) consequences for faults in the design are carried by the contractor;
 - o makes it easier to limit inconvenience for road users on geographically connected route sections.
- DBFM contracts involve fewer interfaces between different parties, as a result of which less coordination is needed;
- The combination of a single integrated contract and award procedure on the basis of price and quality (MEAT) with the best price-quality ratio, offers Tenderers more possibilities to compete in terms of quality;
- DBFM is an instrument adopted on a government-wide basis in order to ensure the efficient use of government resources and to reduce costs. The Rutte II government has also encouraged the application of DBFM, and this policy is not contrary to the objective that section 1.5 of the Public Procurement Act aims to achieve;
- The scope of the Blankenburg Connection among other things include the construction of a land tunnel and a sunken tunnel together within a new line connection. Both tunnels must communicate independently, as well as among each other and must both be operated remotely from the traffic control centre;
- The new line connection must be considered as a single entity due to the geographic correlation;
- Reducing the need for interface management and the associated risks are an important reason to tender the new connection as a single entity;
- The construction and maintenance of a toll system will be tendered separately from the Blankenburg Connection. While this does not form part of the physical scope of the project, it constitutes an organisation interface with a 'standard third party'.

2.15 Liability for documents of the Candidate

The fact that the Contracting Authority has taken cognisance of the documents submitted by the Candidate during the Dialogue, or has assessed such, does not in any way mean the Contracting Authority will accept any liability or responsibility for the contents thereof. The Contractor itself will be responsible for making sure the Work is

carried out in accordance with all the requirements under the DBFM Agreement.

3 Selection Phase

3.1 General

During this phase, Candidates can qualify for participation in the First Phase of the Dialogue. For this purpose, the Contracting Authority will assess the Candidates on the basis of the exclusion criteria and suitability requirements described in this chapter.

The Candidate must satisfy the requirements provided for in this chapter and fully complete the forms included in schedule 2. Failing to complete a form completely may result in exclusion from (further) participation in the tendering procedure.

3.2 Registration

Interested parties can register with the Contracting Authority until 18-06-2016 23:59 by linking themselves to the tendering procedure via TenderNed (see paragraph 1.3). If an interested party wishes to participate in the tendering procedure it will also have to submit a request for participation in accordance with paragraph 3.4.

3.3 Information

Information concerning the tendering procedure and the documents that are relevant for the registration can be requested until 02-06-2016 23:59 at the latest via e-mail by way of the e-mail address listed in paragraph 1.3 of these Guidelines. The provisions of paragraph 2.10 apply to this information.

Requests that have not been submitted on time in principle will not be handled by the Contracting Authority.

The Information Brief to be drawn up by the Contracting Authority will be published on TenderNed on 08-06-2016 at the latest.

3.4 Requests for participation

Interested parties are required to submit their request for participation via TenderNed on 20-06-2016 15:00 at the latest (see paragraph 1.3), the TenderNed clock being decisive. The TenderNed digital safe closes at the aforementioned time. Requests for participation which are submitted in a different manner will not be considered. All documents to be submitted with the request for information that must be signed must be provided with a recognised electronic signature with security level IV, in accordance with the requirements provided for in paragraph 1.3.

The request for participation must be structured entirely in accordance with the model prescribed in schedule 2.1. The request for participation must be signed by an authorised representative.

Requests for participation can no longer be submitted after the digital safe in TenderNed has closed at the time referred to in this paragraph.

3.5 Single involvement persons and legal entities

Persons and legal entities may only participate once as Candidate or only be involved via one Candidate as Significant Subcontractor. For the purpose of this provision, persons and legal entities to whom the conditions below apply are considered to be a single person or legal entity:

1. Persons and legal entities who are affiliated in a manner as referred to in article 2: 24a of the Dutch Civil Code; or
2. Persons and legal entities who are affiliated in a group as referred to in article 2: 24b of the Dutch Civil Code; or
3. Persons and legal entities who are affiliated in a manner comparable to the manner described under 1 or 2 under foreign law.

3.6 Candidates: SPVs, SPVs under incorporation

The Contractor must be a SPV (Special Purpose Vehicle). The DBFM Agreement will be concluded with this SPV.

The following can register as Candidates:

- (a) The SPV, if it has already been incorporated or (if the SPV has not yet been incorporated):
- (b) One or more persons or legal entities acting on behalf of the SPV under incorporation.

If the case referred to under (b) involves *two or more* legal entities who register while acting on behalf of the SPV under incorporation, one of them shall be designated as representative in the model form request for participation included in schedule 2.1 under A. The representative must be authorised to duly represent the other legal entities who have registered while acting on behalf of the SPV under incorporation in all matters relating to this tendering procedure. The Candidate guarantees this authorisation towards the Contracting Authority.

In the case referred to under (b) the SPV must be incorporated on the day before the Date of Agreement at the latest and by this date it must have confirmed the legal acts performed on its behalf by the persons or legal entities referred to under (b). Proof of the aforementioned incorporation and confirmation must be provided to the Contracting Authority immediately after the incorporation and confirmation without a request to that effect.

Registration with the trade register is not necessary yet if the Candidate registers as SPV under incorporation. All persons and legal entities (or, as the case may be, Shareholders) who are to participate in the SPV to be incorporated are required to submit the required data.

3.7 Article 6 Competition Act

For the avoidance of doubt, the Contracting Authority informs the Candidates that it is prohibited to conclude agreements with the purpose or the result of obstructing, restricting or forging competition in the Dutch market or part thereof.

The Contracting Authority reserves the right to submit a report to the Netherlands Authority for Consumers & Markets concerning Candidates in respect of whom the Contracting Authority suspects that they have concluded an agreement for the purpose of the Project contrary to the Competition Act, have contributed to a decision of an employers' association or that they have coordinated their concerted practices with another company or other companies, with the purpose or the result of obstructing, restricting or forging competition in the Dutch market or part thereof.

3.8 Demonstrating suitability

3.8.1 General

The Candidates must demonstrate that they meet the suitability requirement set out in paragraph 3.12.

The Candidates must demonstrate that they satisfy the suitability requirements provided for in paragraphs 3.13.1A, 3.13.1B and 3.13.2 themselves or by (partly) relying on the technical expertise of one or more third parties.

3.8.2 Relying on third parties: Significant Subcontractors

A person or legal entity upon whose technical expertise a Candidate relies in order to satisfy one or more suitability criteria are designated as Significant Subcontractors.

If a Candidate relies on one or more third parties – Significant Subcontractor(s) – it must demonstrate when it submits its request for participation that it will actually be able to dispose of the experience of those third parties and in which manner, for which purpose the relevant Significant Subcontractor shall complete the model statement included in schedule 2.2 and sign it digitally using an electronic signature in accordance with the requirements of paragraph 1.3.

Significant Subcontractors must actually be deployed by the Contractor when performing the work that concern the requirements for which the Candidate has relied on the technical expertise of the Significant Subcontractor.

3.8.3 Experience

As regards the suitability requirements as provided for in the paragraphs 3.13.1A, 3.13.1B and 3.13.2, a Candidate or Significant Subcontractor can only invoke certain experience if and to the extent that the Candidate or Significant Subcontractor itself performed the activities relevant for that experience.

3.9 Changes in composition of Candidates, designation of Significant Subcontractors

In the event of unforeseen circumstances, such as the withdrawal of a participant in the SPV or a Significant Subcontractor due to events beyond the control of the Candidate, or for organisational reasons on the condition the group of parties involved is not unnecessarily expanded, Candidates can propose changes in their composition or in the designation of Significant Subcontractors. Candidates that propose such a change must explain the reasons for this change in its proposal.

The express written permission by the Contracting Authority is required for such changes. Conditions may be attached to this permission. The Contracting Authority will assess whether or not the change in the composition will have consequences, for example, in relation to:

- The applicability of exclusion/disqualification criteria;
- The fulfilment of the suitability requirements or the selection criteria;
- Inside information or conflict of interest;
- Other aspects in the field of competition law.

The Contracting Authority, however, will not refuse its permission on unreasonable grounds.

In all cases, in order for this permission to be given, the Candidate must demonstrate that after the change it continues to satisfy all the requirements that apply until that time in this tendering procedure for Candidates and Significant Subcontractors. If a selection has already taken place, in order for permission to be given the Candidate will also need to show that, in the new composition, it will still achieve at least the same or a higher total score under the applicable criteria for selection.

3.10 Information to be submitted

The Candidates are required to submit the following information with their request for participation with respect to the Candidate itself (the SPV or all participants in the SPV under incorporation) and the Significant Subcontractors:

- a. Request for participation including all related documents (schedule 2.1).
- b. Statement(s) concerning the availability of the Significant Subcontractor(s) (paragraph 3.8) including all related documents (schedule 2.2).
- c. As regards the SPV or each person or legal entity participating in the SPV under incorporation: A Compliance Statement for tendering procedures of contracting authorities (schedule 2.3 A, being the standard statement in accordance with the Public procurement Act 2012²) and a Supplementary compliance statement (schedule 2.3 B).

² see the website: <http://www.rijksoverheid.nl/documenten-en-publicaties/formulieren/2013/03/22/eigen-verklaring-aanbestedingsprocedure-aanbestedende-diensten.html>

- d. A Third-party Statement of Grounds for Exclusion (schedule 2.6) and a Supplementary Compliance Statement (schedule 2.3 B) from each Significant Subcontractor.
- e. Declaration of economic and financial standing (paragraph 3.12) including all related documents (schedule 2.4).
- f. References concerning project management experience (paragraph 3.13.1A) including all related documents (schedule 2.5).
- g. References concerning technical experience (paragraph 3.13.1B) including all related documents (schedule 2.5).
- h. References concerning project financing experience (paragraph 3.13.2) including all related documents (schedule 2.5).

A list of the documents to be submitted has been included in the overview per requirement in schedule 2.1 and the prescribed manner of signing digitally is set out in paragraph 1.3.

3.11 Grounds for Exclusion

3.11.1 Mandatory exclusion/disqualification criteria

The Contracting Authority will exclude each Candidate or Significant Subcontractor from participation or involvement in the tendering procedure to whom one or more of the circumstances referred to in Article 57 paragraph 1 of the Directive 2014/24/EC apply, without prejudice to the provisions of Article 57 paragraph 2 and paragraph 6 of the Directive 2014/24/EC.

3.11.2 Optional grounds for exclusion

The Contracting Authority may exclude each Candidate or Significant Subcontractor from participation or involvement in the tendering procedure to whom one of the circumstances referred to in Article 57 paragraph 4 of the Directive 2014/24/EC applies, without prejudice to the provisions of Article 57 paragraph 6 of the Directive 2014/24/EC.

3.11.3 Statements to be submitted

The Candidate shall enclose the following statements, completed fully and truthfully, with its request for participation:

- As regards the SPV or each person or legal entity (future Shareholder) participating in the SPV under incorporation: A Compliance Statement for tendering procedures of contracting authorities (schedule 2.3 A) and a Supplementary Compliance Statement (schedule 2.3 B).
- As regards each Significant Subcontractor: A Third-party Statement of Grounds for Exclusion (schedule 2.6) and a Supplementary Compliance Statement (schedule 2.3 B).

The abovementioned parties are obliged to continue to comply with the statements during the tendering procedure.

A completed Compliance Statement for tendering procedures of contracting authorities, a Third-party Statement of Grounds for Exclusion or a Supplementary Compliance Statement is considered to be a statement made by the party that has submitted the statement. The items of evidence as referred to in Sections 4.5.3 and 4.5.5 Procurement rules on public works contracts 2012 must be submitted at the request of the Contracting Authority. The Candidate is required to submit the items of evidence to the Contracting Authority within two business days³ of such request. The documents referred to in schedule 2.1 under requirement C must be submitted together with the request for participation.

A Compliance Statement for tendering procedures of contracting authorities or a Supplementary Compliance Statement which has not been completed fully or not truthfully may lead to the Candidate's exclusion from participation in the (remainder of the) tendering procedure.

Contractor's certificate of good conduct:

The Contracting Authority may request the Candidate to submit a Contractor's certificate of good conduct, as referred to in Section 2.89 subsection 2 of the Public procurement Act 2012, which is not older than two years at the time of submission, by way of proof of the fact that there are no grounds for exclusion. A Contractor's certificate of good conduct must concern the Candidate's current situation.

If a statement comparable to the Contractor's certificate of good conduct is not issued in the country of origin, it will be sufficient to submit a statement made under oath or a solemn affirmation that is made before a competent judicial or administrative organisation, a civil-law notary or a competent professional organisation in the country of origin.

3.11.4 Advice Public Administration Probity Screening Agency

If the Contracting Authority has indications that a Candidate or a Significant Subcontractor is in one of the circumstances referred to in Article 57 paragraph 1 or Article 57 paragraph 4 of the Directive 2014/24/EC, but there is insufficient information available to substantiate exclusion from participation or further involvement, the Contracting Authority may obtain the advice of the Public Administration Probity Screening Agency (see Section 8 of the Public Administration (Probity Screening) Act). A Candidate or a Significant Subcontractor in respect of whom advice has been requested is notified by the Contracting Authority of the content of that advice by way of the e-mail address listed in paragraph 1.3 of these Guidelines.

3.11.5 Exclusion

At selection, shortlisting and contract award, a Candidate must be able to demonstrate to the Contracting Authority upon request that the grounds for exclusion, as referred to in paragraphs 3.11.1 and 3.11.2 do not apply to it or its Significant Subcontractors,

³ Note: Obtaining a contractor's certificate of good conduct may take several weeks.

failing which the Candidate may be excluded from (further) participation in the tendering procedure. If one of the grounds for exclusion, as referred to in paragraphs 3.11.1 and 3.11.2, becomes applicable to a Candidate or one of its Significant Subcontractors during the tendering procedure, that Candidate must notify this fact immediately to the Contracting Authority by way of the e-mail address listed in paragraph 1.3 of these Guidelines.

Candidates who, in the opinion of the Contracting Authority, act in violation of the rules or requirements as set out in the Tender Documents, can be excluded from (further) participation in the tendering procedure.

If at any point in time it becomes apparent that a Candidate has provided incorrect information, that Candidate can be excluded from (further) participation in the tendering procedure.

If the Contracting Authority decides to exclude a Candidate based on an exclusion/disqualification criterion that concerns a participant in the SPV under incorporation or a Significant Subcontractor, the relevant Candidate will be given the opportunity to submit a change proposal as referred to in paragraph 3.9 to the Contracting Authority, within 15 Calendar Days, for the replacement of the relevant participant or Significant Subcontractor.

Candidates who are excluded on the grounds of the provisions of this paragraph will not receive any compensation.

3.12 Economic and financial standing

3.12.1 Economic and financial standing requirement

The Candidate must demonstrate that the Shareholders are willing and able to make at least an amount of € 50,000,000 (fifty million euro) available to the Candidate for the purpose of the Project.

In case of registration as SPV under incorporation, the participants in the SPV under incorporation must declare individually what amount they will make available to the Candidate for the purpose of the Project. The requirement will have been satisfied if the amounts of the statements that have been issued add up to at least the required € 50,000,000 (fifty million euro).

3.12.2 Demonstrating economic and financial standing

The Candidate is required to submit a statement structured entirely in accordance with schedule 2.4 to evidence that it complies with the requirement concerning the economic and financial standing, which statement has been signed by an authorised representative of a financial institution that:

(a) is not an institutional investor and that is supervised by a regulator or by a regulatory authority of another Member State or by a regulatory authority of a state that is not a Member State and that imposes requirements that are at least equal to those of

a regulatory authority of a Member State (all of the above as defined in Section 1.1 of the Financial Supervision Act); or

(b) is an institutional investor that is supervised by a regulator or by a regulatory authority of another Member State or by a regulatory authority of a state that is not a Member State and that imposes requirements that are at least equal to those of a regulatory authority of a Member State (all of the above as defined in Section 1.1 of the Financial Supervision Act).

In case of registration of (participants in) an SPV under incorporation, several statements may be submitted on behalf of the SPV under incorporation provided the amounts of the statements added together satisfy the requirement. In the event several statements are submitted, in the second paragraph of schedule 2.4 [name legal entity(entities)] must be read instead of [name of Candidate] and otherwise only the amount may be adjusted.

This statement is only required in respect of the (participants in the) SPV (under incorporation) and not with respect to Significant Subcontractors.

3.13 Technical and organisational experience

3.13.1A Project management experience requirement

The Candidate must be able to demonstrate that it can actually dispose of the following experience for the performance of the Project:

The Candidate must have performed the project management of a project during the past five years to be calculated from the final date for submission of a request for participation, (see paragraph 3.4). This project must meet the following requirements:

- a. Infrastructure project involving groundwork, road and hydraulic engineering (GWW) related to (line) infrastructure or within residential and non-residential building (B&U), water purification, water production or water distribution;
- b. Integrated performance of at least design and construction activities, including environmental management, performed subject to certified quality assurance (based on NEN-EN-ISO-9001, or an equivalent standard);
- c. The total value of the design and construction activities referred to under b. must amount to at least € 50,000,000 (fifty million euro) (in real euros, exclusive of VAT);
- d. Construction must have been completed for at least 100%, such to the satisfaction of the relevant client, at the time the request for participation is submitted.

Project management within the meaning of the present suitability requirement is defined as having been demonstrably responsible for or having had a managerial role in all of the following duties at the level at which the design and construction activities were integrated:

- i. Daily management of the work;
- ii. Risk management;
- iii. Quality management;

- iv. Financial management;
- v. The schedule;
- vi. The handling of changes.

3.13.1B Technical experience requirement

The Candidate must be able to demonstrate that it can actually dispose of the following experience for the performance of the Project:

The Candidate must, during the past ten years prior to the announcement of the Project, have designed and constructed at least one (1) bored tunnel located in the (inter)national rail or road network with part thereof having a closed consecutive length of at least 500 metres, which is available for rail or road traffic. The tunnel must be part of the infrastructural tunnel construction project that meets the following requirements:

- a. integrated performance of at least design and construction activities, performed subject to certified quality assurance (based on ISO 9001, or an equivalent standard);
- b. the total contract value of the design and construction activities referred to under a. must amount to at least € 50,000,000 (fifty million euro) (in real euros, exclusive of VAT);
- c. Construction must have been completed for at least 100%, such to the satisfaction of the relevant client, at the time the request for participation is submitted.

Integrated performance of the design and construction activities will at least be understood to mean: an interdisciplinary approach as a result of which at least the following (technical) components are combined to create a successful operating system:

- i. Concrete construction;
- ii. Technical systems for tunnels (TST);
- iii. Industrial automation (IA), including software design for the process control of the tunnel system;
- iv. System integration.

3.13.2 Project financing experience requirement

The Candidate must be able to demonstrate that it can actually dispose of the following experience for the performance of the Project:

The Candidate must have been involved in at least one project with a contract value of the amounts to be paid by the client of at least € 50,000,000 (fifty million euro) (in real euros, exclusive of VAT) in an important role as regards the conclusion of financing agreement(s) for the purpose of project financing between a special purpose vehicle and the providers of loan capital, where the facilities provided to the special purpose vehicle had a joint value of at least 50% of the aforementioned contract value. The reference projects listed within the context of 3.13.1A and 3.13.1B may also be listed in relevant cases.

The required experience may have been gained on the part of the special purpose vehicle or on the part of the loan capital providers or as financial advisor.

3.13.3 Information to be submitted

The Candidate is required to declare by means of the model enclosed as schedule 2.5 that it complies with the requirements listed in paragraphs 3.13.1A, 3.13.1B and 3.13.2

concerning experience in the area of project management and project financing. A separate statement must be submitted for each reference project.

3.14 Verification by the Contracting Authority

The Contracting Authority reserves the right to verify the soundness of the references that have been provided. The Candidate is obliged to cooperate therein.

3.15 Assessment request for participation - invitation to the Dialogue

The Contracting Authority will only invite the Candidates in respect of whom no exclusion/disqualification criteria as referred to in paragraph 3.11 apply and who satisfy the suitability requirements as referred to in paragraphs 3.12 and 3.13 to participate in the Dialogue.

Decisions on the part of the Contracting Authority not to invite Candidates to the Dialogue are subject to paragraph 2.3. If a Candidate objects to this decision, it is required to notify the Contracting Authority of its objections in writing within ten Calendar Days after dispatch of the decision.

4 First Phase of the Dialogue

4.1 Objective

In this phase the Candidates will be informed in general terms about the Tender Documents, and they will also have to submit a Shortlisting Product. The three Candidates whose Shortlisting Products receive the highest quality score will be invited to participate in the Second Phase of the Dialogue.

4.2 Kick-off meeting and information

The First Phase of the Dialogue will start with a general information meeting, which all the selected Candidates will be invited to attend. During this joint meeting, the Contracting Authority will give an explanation about the details and the organisation of the First Phase of the Dialogue. The Candidates will also be given the opportunity to ask questions at this meeting. The date, time and address for these information meetings will be stated in the invitation to participate in the First Phase of the Dialogue.

Candidates can submit requests for information during the First Phase of the Dialogue from 25-08-2016 to 21-10-2016. The procedure for the submission and handling of requests for information is described in paragraph 2.10.

The Candidates will be given the opportunity during the First Phase of the Dialogue to hold bilateral consultations with the Contracting Authority. During the consultations with the Contracting Authority, the focus will be on the Shortlisting Product that has to be submitted and dealing with questions that the Candidates might have about such.

Each Candidate must submit the items it wants to put on the agenda of a dialogue meeting, by way of the e-mail address listed in paragraph 1.3 of these Tendering Guidelines, no later than five business days before the dialogue meeting, with the following details given for each item it wants to put on the agenda:

- The expected time it will take to discuss the item;
- An explanation of the agenda item;
- Specific issues, or questions.

4.3 Shortlisting Product

All Candidates who are admitted to the First Phase of the Dialogue will be invited to submit a Shortlisting Product during this phase as described in schedule 5.

The Shortlisting Products submitted by the Candidates will be assessed for validity and assessed in accordance with the criteria set out in schedule 5.

Through the assessment of the Shortlisting Products, the number of Candidates participating in the tendering procedure will be reduced to three. The three Candidates whose Shortlisting Products receive the highest total score will be invited to participate in the Second Phase of the Dialogue.

4.4 Relationship between the Shortlisting Product and the Tender

The relationship between the Shortlisting Product and the Tender stems from the fact that both are assessed on the basis of the MEAT criteria and objectives.

The Candidate must continue to build onto the risk management measures proposed in the Shortlisting Product in its Tender; all risk management measures specified in the Shortlisting Product must also be provided as part of the Tender. The Candidate may only deviate from this provision pursuant to the written permission of the Contracting Authority.

4.5 Requirements for the Shortlisting Product

The Shortlisting Product must consist of a detailed description of the risks and opportunities as described in schedule 5, paragraph 2 'Shortlisting Product Requirements'. If a Shortlisting Product is declared invalid because it does not satisfy the aforementioned requirements, the Candidate will not be allowed to participate any further in the tendering procedure. That provided for in paragraph 2.3 will apply in relation to a decision to this effect made by the Contracting Authority.

4.6 Submission of the Shortlisting Product

The Shortlisting Product must be submitted together with a submission form that is drawn up completely in accordance with schedule 4. The Candidates have to submit the submission form and their Shortlisting Product in PDF format, via TenderNed, "Messages", by 08-11-2016 at 23:59 at the latest. The Shortlisting Product can only be submitted digitally via TenderNed. All parts of the Shortlisting Product that must be

signed must be provided with a recognised electronic signature with security level IV, in accordance with the requirements provided for in paragraph 1.3.

The Contracting Authority requires Candidates to also submit a paper version of their submission form and Shortlisting Product on 08-11-2016 between 10:00 and 15:00 to the Contracting Authority at the office address listed in paragraph 1.3 under mention of: "Confidential" and "Shortlisting Product Blankenburg Connection tendering procedure, Case number 31099977". Furthermore, only the digital version is valid.

A Shortlisting Product that is not received on time will be declared invalid. The provisions of paragraph 2.3 will apply in relation to a decision to this effect made by the Contracting Authority.

4.7 Method of assessment of Shortlisting Products

The Shortlisting Product will be assessed by the Contracting Authority on the basis of schedule 5 and the associated calculation sheet in schedule 6. The MEAT criteria and the associated 'Client Objectives' of schedule 7 will also play an important role, because they form the reference framework for the Shortlisting Product. The Candidates will be given a score for the risk management measures submitted for a risk, as well as for the submitted opportunity. The scores for each section will be multiplied by the weighting factor, and the separate scores will then be added together to calculate the total score. Only valid Shortlisting Products will be assessed. If the Shortlisting Product has been submitted on time and furthermore is detailed in accordance with schedule 5, paragraph 2, 'Shortlisting Product Requirements', then the Shortlisting Product is considered valid.

4.8 Invitation for the Second Phase of the Dialogue

The Contracting Authority will invite the three Candidates that have received the highest total scores for the Shortlisting Product to participate in the Second Phase of the Dialogue by way of the e-mail address listed in paragraph 1.3 of these Guidelines. The Contracting Authority will deactivate the other Candidates for this tendering procedure in TenderNed.

If two or more Candidates have an equal total score, and this will affect the determination of the three Candidates with the highest total score, then the provisions in schedule 5, paragraph 3 apply. In case of drawing lots as defined in schedule 5, paragraph 3, the lots will be drawn after the objection period of ten Calendar Days referred to in the following paragraph has expired, in accordance with the following procedure:

- 1) All Candidates will be invited to be present during the drawing of lots;
- 2) Each lot will contain the name of a Candidate who is to participate in the draw;
- 3) The drawing of lots will take place by the blind drawing of all lots, in which regard the order in which they are drawn will be recorded, and the Candidates whose lots are drawn first will be selected.

The provisions of paragraph 2.3 will apply in relation to decisions made by the Contracting Authority about admission to the Second Phase of the Dialogue. If a Candidate has an objection concerning the decision that involves the determination of the three Candidates admitted to the Dialogue on the basis of the highest total score,

the Candidate must submit this objection to the Contracting Authority within ten Calendar Days after the announcement of this decision by way of the e-mail address listed in paragraph 1.3 of these Guidelines. If the drawing of lots has taken place, and a Candidate has an objection concerning the decision that involves the determination of the Candidates admitted to the Second Phase of the Dialogue based on that drawing of lots, the Candidate must submit this objection to the Contracting Authority within three Calendar Days after the announcement of this decision by way of the e-mail address listed in paragraph 1.3 of these Guidelines.

4.9 (Design) costs compensation payment

The Contracting Authority will pay each of the Candidates that have submitted a valid Shortlisting Product, but that have not been invited to participate in the Second Phase of the Dialogue, a (design) costs compensation payment of € 300,000 (three hundred thousand euro), excluding VAT, for the costs incurred by the Candidate. The (design) costs compensation payment will be paid out if the decision not to invite a Candidate to participate in the Second Phase of the Dialogue has become final, and the relevant Candidate subsequently submits an invoice for the (design) costs compensation payment. The payment period for the invoice will be thirty days.

5 Second Phase of the Dialogue

5.1 Objective

The objective of the Second Phase of the Dialogue is as follows:

- To discuss the Shortlisting Products of the Candidates, as well as to discuss the action that the Contracting Authority and the Candidates will take to pursue the opportunity the Candidates have identified in their Shortlisting Product;
- To discuss the principles of the DBFM Agreement equally for all Candidates, as well as the definitive description of the invitation to tender;
- To give the Candidates the opportunity to submit Dialogue Products, and to discuss such with the Contracting Authority;
- To complete the DBFM Agreement and all of the associated Schedules, with the exception of those elements that have to be completed during or after the submission of the Tender;
- To discuss the process to obtain the financing for the Project with the Candidates.

5.2 Kick-off meeting

The Second Phase of the Dialogue will start with a general information meeting, which all the selected Candidates will be invited to attend. During this joint meeting, the Contracting Authority will give an explanation about the further course of the tendering procedure. The Candidates will also be given the opportunity to ask questions at this meeting.

5.3 Meetings with the Contracting Authority and information

The Candidates will be given the opportunity during the Second Phase of the Dialogue to hold meetings with the Contracting Authority⁴.

The Candidates who participate in the Second Phase of the Dialogue can discuss the admissibility of certain solution proposals within the framework of the DBFM Agreement with the Contracting Authority, as well as possible modifications of the DBFM Agreement. During this process, consideration will be given to the action the parties intend to take to follow up on the opportunity identified by the Candidate in its Shortlisting Product. If the Contracting Authority does not wish to capitalise on the opportunity, the Contracting Authority will make this known during the first meeting of the Second Phase of the Dialogue. If, on the contrary, the Contracting Authority wants to capitalise on the opportunity, the Contracting Authority and the Candidate will discuss whether the Candidate wishes to integrate the opportunity into its Tender and the adjustments that would then need to be made to the Schedule of Requirements.

Each Candidate must submit the items it wants to put on the agenda of a dialogue meeting, by way of the e-mail address listed in paragraph 1.3 of these Guidelines, no later than five business days before the dialogue meeting, with the following details given for each item it wants to put on the agenda:

- The expected time it will take to discuss the item;
- An explanation of the agenda item;
- Specific issues, or questions.

Requests for information may be discussed during the meetings with the Contracting Authority. Only requests for information that were received on time by the Contracting Authority can be discussed during those meetings. The procedure for requests for information, including requests for adjustment, is described in paragraph 2.10.

Any consultations about specialist subjects requested by a Candidate will only be held if the Contracting Authority agrees to such. The Candidate must submit the reasons for such meetings in the request, and the Contracting Authority may deny a request for specialist meetings. The Candidates may convene a maximum of ten consultations of a maximum of three hours per consultation about specialist subjects (exclusive of the five Convergence Phase consultations per Candidate) with the Contracting Authority.

The Candidates may – in preparation for the Tender – submit parts of the Tender in a draft form. If a Candidate wants to discuss a draft proposal for part of the Tender, it must do this digitally by e-mail by way of a proposal with an attachment and ask for the item to be placed on the agenda of the Dialogue. The Candidate must also explain what the objective of the submission is, and what specific questions it has in relation to this part of the Tender. The Candidate will be allowed to submit a maximum of two drafts for a part of the Tender.

The Candidate will in any case be asked to submit the following sections (in draft form), and to discuss such with the Contracting Authority, during the Second Phase of the Dialogue:

- The Local Environment Management Plan, as referred to in schedule 7.3;
- The Risk Management Plan, as referred to in schedule 7.4;

⁴ The planning timetable for the dates and times of the consultation meetings will be specified in the invitation to participate in the Second Phase of the Dialogue.

- The Basic Project Plan, including a Phasing Plan as referred to in schedule 8.1;
- The Basic Management Plan, as referred to in schedule 8.2;
- The Design Plan, as referred to in schedule 8.3;
- The South Shore Blankenburg Tunnel Construction Plan, as referred to in schedule 8.4;
- The Convergence Phase Product, as referred to in schedule 8.5;
- The Original Financial Model and Financing Plan, in which regard in this phase the aforementioned products may contain “dummy” figures, and with regard to the Original Financial Model the emphasis will be on the format, the cost book, and the cost invoice.

During the first dialogue round of the Second Phase of the Dialogue, the Contracting Authority will discuss with the Candidates in which dialogue round and/or specialist consultation meeting these sections will be discussed.

Parts of the Tender that are submitted during the Second Phase of the Dialogue will be discussed, but not assessed. Candidates are not bound in any way whatsoever by a draft submitted during this phase, and can deviate from such in their Tender.

5.4 European Investment Bank

If the Project becomes eligible for financing from the European Investment Bank, the Contracting Authority will give the Candidates the opportunity during the Dialogue, if requested, to consult with the European Investment Bank as preparation for the Tender.

5.5 DBFM Agreement

At the end of the Second Phase of the Dialogue, the DBFM Agreement as modified based on the outcome of the Second Phase of the Dialogue will be made available to the Candidates.

6 Finalisation of the Dialogue Report - Invitation to Tender

The Contracting Authority will set out the result of the Dialogue in writing in a Dialogue Report. The Dialogue Report will at least include the finalised DBFM Agreement.

The Candidates shall base their Tenders on the Dialogue Report.

After conclusion of the Dialogue, the Contracting Authority will invite the Candidates to submit their Tenders.

7 Tender Submission

7.1 Objective

The objective of this phase is to identify the Preferred Tenderer.

The submission of the Tender will take place in two phases. First, the qualitative part of the Tender will be submitted through TenderNed "Messages" and a few weeks later the quantitative part via TenderNed "Tender". The quantitative part must be submitted before the safe closes. The results of the qualitative assessment will not be announced in the interim period. The Preferred Tenderer will be appointed following submission of the quantitative part.

7.2 Content of the Tender

The Tender should include a qualitative part and a quantitative part.

7.2.1 Content of the qualitative part

The qualitative part shall consist of the following sections:

1. Model Tender submission form, fully laid out according to the format provided in schedule 9.1 A;
2. The qualitative offer of the Tenderer, which will be assessed according to the MEAT criteria (schedule 7):
 - a. DuboCalc in accordance with schedule 7.2;
 - b. The Local Environment Management Plan in accordance with schedule 7.3;
 - c. The Risk Management Plan in accordance with schedule 7.4;
3. The Basic Project Plan, including the Phasing Plan, in accordance with the requirements of schedule 8.1;
4. The Basic Management Plan in accordance with the requirements of schedule 8.2;
5. The Design Plan in accordance with the requirements of schedule 8.3;
6. The statement on the CO₂ target level in accordance with schedule 9.8;
7. The South Shore Blankenburg Tunnel Construction Plan in accordance with schedule 8.4;
8. The Convergence Phase Product in accordance with schedule 8.5;
9. Convergence Phase Product declaration in accordance with schedule 14.

7.2.2 Content of the quantitative part

The quantitative part shall consist of the following sections:

1. A Model Tender Submission Form, fully arranged according to the format provided in schedule 9.1 B.

2. A list of the Gross Availability Payment, at the price level of 1 January 2016, excluding VAT, in accordance with the Reference Rates established by the Contracting Authority or, where applicable, the EIB Reference Rates made known to the Candidate by the EIB;
3. The Original Financial Model in accordance with the requirements set out in schedule 9.7a.;
4. The Financing Plan in accordance with the requirements set out in schedule 9.7b;
5. The Indexation Formula in accordance with the model form Indexation Formula (schedule 11);
6. A document in which the changes to the Original Financial Model compared to the Dialogue Product Format Original Financial Model are described;
7. A Shareholder Support Letter from each of the Shareholders (completely in accordance with the format set out in schedule 9.2);
8. A financial advisor's Support Letter (completely in accordance with the format set out in schedule 9.3);
9. One or more support letters from a loan capital provider (Mandated Lead Arranger) for a total of at least 100% of the loan capital financing requirement (completely in accordance with the format set out in schedule 9.4);
10. Where applicable: A Support Letter from the European Investment Bank (schedule 9.5);
11. A Financial Close Bond, completely in accordance with the format set out in schedule 9.6.;
12. Model K statement(s) of the director(s) of the Tenderer (completely in accordance with the format set out in schedule 10);
13. Statement concerning the obligations related to environmental, social and labour law (completely in accordance with the format set out in schedule 13).

7.3 Requirements for Tender

The following Tender requirements apply to the Tender and to the subcontractors already contracted.

7.3.1 Requirements of the Tender

The Tender must meet the following requirements:

- a. The Tender must be based on the Dialogue Report, including the DBFM Agreement, with the Schedules completed at such time, and the Information Briefs;
- b. The Tender must be arranged in accordance with schedules 9.1.A and 9.1.B;
- c. The Tender must comply with the provisions of this Tendering Guideline;

- d. The present value of the Tender as defined in paragraph 7.6 must not exceed the Ceiling Price.

7.3.2 Requirements for subcontractors - not being a Significant Subcontractor - upon Tender

If the Tenderer has already entered into a final subcontract with a subcontractor - not being a Significant Subcontractor - prior to the submission of the Tender in case the contract is awarded to the Tenderer, the Tenderer must submit with the Tender a "Third-party Statement of Grounds for Exclusion" completed by such subcontractor, as well as part 1 of the Supplementary Compliance Statement for tenders (as stipulated in Article 3.11.3 of the Selection Guidelines), if the value of the subcontracted part of the contract exceeds € 1,000,000.00 (in words: one million euro).

Any exclusion of a subcontractor does not affect the Tenderer itself since this does not concern a Significant Subcontractor.

Paragraphs 3.11.1 to 3.11.4, inclusive, shall apply mutatis mutandis to the above subcontractors, not being Significant Subcontractors.

7.4 Interest rate risk

The interest rate risk for the period between the submission of the quantitative part of the Tender and the date of Financial Close shall remain with the Contracting Authority on the conditions permitted by the Contracting Authority. Specifically, this means that only changes to the Reference Rates, relative to the Reference Rate specified by the Contracting Authority for the purpose of the Tender, lead to an adjustment of the Gross Availability Payment as specified below in paragraph 7.4.1.

Additionally, the risk of a change in the EIB Reference Rate between the Tender and Financial Close remains with the Contracting Authority.

If the Candidate wishes to assume a Swap Base Rate, this must be based on the Reference Rates determined by the Contracting Authority. The Swap Base Rate is subject to a benchmark performed by the Contracting Authority.

For the sake of clarity, the Contracting Authority notes that the Reference Rates do not include fees or any other costs that are passed on by the Lenders.

7.4.1. Reference Rates

Candidates must base the Gross Availability Payment in the quantitative part of the Tender on the Reference Rates determined by the Contracting Authority on a transparent and objective basis and announced by the Contracting Authority prior to the submission of the quantitative part of the Tender, and if applicable, on the EIB Reference Rate announced by the EIB to the Tenderer.

At Financial Close, the Gross Availability Payment shall be modified in the case of a change in the Reference Rates and/or the EIB Reference Rate according to a Financial Close Protocol determined by the Contracting Authority. The Original Financial Model

should facilitate the adjustment of the Gross Availability Payment. In addition, the following applies:

- a. At 12:00 CET, 5 Business Days prior to the submission of the quantitative part of the Tender, the Reference Rates to be used in the quantitative part of the Tender will be determined by the Contracting Authority;
- b. At the time of Financial Close, the Reference Rates to be used will be determined almost real-time by the Contracting Authority to facilitate the adjustment of the Swap Base Rate and, if applicable, the EIB Reference Rate; and
- c. At the time of Financial Close, the Swap Base Rate and, if applicable, the EIB Reference Rate to be used by both the Preferred Tenderer and the Contracting Authority will be determined almost real-time in accordance with a Financial Close Protocol determined by the Contracting Authority in order to facilitate the adjustment of the Gross Availability Payment.

The Reference Rates have the following structure:

<i>Reference Rates</i>	<i>Quote</i>	<i>Fixing</i>	<i>Against</i>
EONIA	[•]	Actual/360	
1 month Euribor	[•]	Actual/360 MID	
3 month Euribor	[•]	Actual/360 MID	
6 month Euribor	[•]	Actual/360 MID	
12 month Euribor	[•]	Actual/360 MID	
1 year Euribor SWAP	[•]	30/360 MID	3 month Euribor
2 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
3 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
4 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
5 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
6 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
7 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
8 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
9 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
10 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
12 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
15 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
20 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
25 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
30 year Euribor SWAP	[•]	30/360 MID	6 month Euribor
1 Year EUR Basis SWAP	[•]	Act/360 MID	1M vs 3M
2 Year EUR Basis SWAP	[•]	Act/360 MID	1M vs 3M
3 Year EUR Basis SWAP	[•]	Act/360 MID	1M vs 3M
4 Year EUR Basis SWAP	[•]	Act/360 MID	1M vs 3M
5 Year EUR Basis SWAP	[•]	Act/360 MID	1M vs 3M
6 Year EUR Basis SWAP	[•]	Act/360 MID	1M vs 3M
7 Year EUR Basis SWAP	[•]	Act/360 MID	1M vs 3M
8 Year EUR Basis SWAP	[•]	Act/360 MID	1M vs 3M
9 Year EUR Basis SWAP	[•]	Act/360 MID	1M vs 3M
10 Year EUR Basis SWAP	[•]	Act/360 MID	1M vs 3M

11 Year EUR Basis SWAP	[●]	Act/360 MID	1M vs 3M
12 Year EUR Basis SWAP	[●]	Act/360 MID	1M vs 3M
15 Year EUR Basis SWAP	[●]	Act/360 MID	1M vs 3M
20 Year EUR Basis SWAP	[●]	Act/360 MID	1M vs 3M
30 Year EUR Basis SWAP	[●]	Act/360 MID	1M vs 3M
1 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
2 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
3 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
4 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
5 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
6 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
7 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
8 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
9 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
10 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
11 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
12 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
15 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
20 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M
30 Year EUR Basis SWAP	[●]	Act/360 MID	3M vs 6M

7.4.2 Exclusivity provision of loan capital providers

In order to facilitate the process to Financial Close, the Contracting Authority requires that the Tenderers release their loan capital providers as well as the advisors of their loan capital providers from any exclusivity obligations at such time as a Preferred Tenderer is appointed and the judicial protection period in question has expired. If the Contracting Authority is obliged at any time to appoint another party as the Preferred Tenderer rather than the originally appointed Preferred Tenderer, then the loan capital providers of the originally appointed Preferred Tenderer must also be released from any exclusivity obligations.

7.5 Submission of the Tender

The Tenderers must submit the sections mentioned in paragraph 7.2.1, being the qualitative section of the Tender, as well as the related details of the Scheduled Availability Date and the Scheduled Completion Date, in accordance with schedule 9.1 A, no later than 13-06-2017 at 15:00 via TenderNed "Messages", and the other sections of the Tender mentioned in paragraph 7.2.2, being the quantitative offer in accordance with schedule 9.1 B, no later than 26-06-2017 at 15:00 via TenderNed "Tender". The TenderNed digital safe closes at the latter time. After the digital safe is closed it is no longer possible to make a submission. TenderNed's clock is decisive as regards timely submission.

The Contracting Authority requires Candidates to also submit a paper version of the abovementioned sections on the respective dates between 10:00 and 15:00 to the Contracting Authority at the office address listed in paragraph 1.3 under mention of: "Confidential" and "Tender Blankenburg Connection tendering procedure, Case number 31099977". Furthermore, only the digital version is valid.

All parts of the Tender may only be submitted digitally via TenderNed. All parts of the Tender that must be signed must be provided with a recognised electronic signature with security level IV, in accordance with the requirements provided for in paragraph 1.3.

A Tender which is subject to conditions will be declared invalid. A Tender which is not received in good time will be declared invalid. The provisions of paragraph 2.3 will apply in relation to a decision to this effect made by the Contracting Authority.

The Contracting Authority reserves the right to perform a verification of the Tenders.

7.6 Present value of the Tender

The Contracting Authority will determine the present value of the Tender as follows:

- 1) The Contracting Authority will set out the offered Gross Availability Payment, price level as at 1 January 2016, in a sequence to be expected by the Tenderer based on the Commencement Date and Scheduled Availability Date included by the Tenderer in the Basic Project Plan, where the Gross Availability Payment in relation to any Payment Period falls at the end of that Payment Period.
- 2) The Contracting Authority will include the resulting sequence in step 1) in the indexation based on the Indexation Formula offered by the Tenderer. The Indexation Formula offered by the Tenderer is part of the Tender. The Format Indexation Formula is set out in schedule 11. The Contracting Authority will use a reference value for n for each index used in this formula, as shown in the table in schedule 11.
- 3) The Contracting Authority will add the Bullet Payment Availability and Bullet Payment Completion to the sequence resulting from step 2), based on the Scheduled Availability Date and the Scheduled Completion Date offered by the relevant Tenderer in its Basic Project Plan.
- 4) The Contracting Authority will discount the sequence resulting from step 3) of the Gross Availability Payments and the Bullet Payment Availability and the Bullet Payment Completion to 1 January 2016 using a nominal discount rate of 5.95% per annum.

The calculation of the present value of the Tender is elaborated in detail in the "present value calculation model and neutralised present value of the Tendering Phase". The Contracting Authority will provide this calculation model to the Candidates in the Data Room.

7.7 Assessment of Tenders

7.7.1 Validity

The Contracting Authority will first consider whether the Tenders are valid. If a Tender is declared invalid because it does not comply with the requirements in paragraphs 7.2 and 7.3, paragraph 2.3 applies to this decision by the Contracting Authority.

7.7.2 Award criterion

The award criterion is that of the Most Economically Advantageous Tender (MEAT) with the best price-quality ratio. The most economically advantageous tender is the Tender

with the lowest notional tender price with the best price-quality ratio as determined as follows.

The Contracting Authority will determine the notional tender price of a valid Tender by:

- a) Determining the neutralised present value of the quantitative part of the Tender;
- b) Correcting the value determined in a) by the notional reduction and/or notional addition in connection with the assessment of the Tender on the basis of the MEAT criteria, all in accordance with schedule 7.

For the sake of clarity, the Contracting Authority points out that the present value of the Tender (defined in paragraph 7.6) should not exceed the Ceiling Price, but the neutralised present value of the Tender may exceed the Ceiling Price.

Re (a) The neutralised present value of the Tender

The Contracting Authority will neutralise the effects in the present value of the quantitative part of the Tender, as defined in paragraph 7.6, which would result from the fact that the Tenderers may offer a different Scheduled Availability Date as well as a different Scheduled Completion Date as compared to each other. This neutralisation aims to neutralise the negative effect for the Tenderer of offering an earlier Scheduled Availability Date or Scheduled Completion Date in relation to the other Tenderers, with respect to the present value of the quantitative part of the Tender.

The Contracting Authority will neutralise these effects by calculating the neutralised present value of the quantitative part of the Tender according to the following steps:

- 1) The Contracting Authority formulates the offered Gross Availability Payment, price level as at 1 January 2016, in a sequence to be expected by the Tenderer based on the Commencement Date of 01-04-2018 and the Scheduled Availability Date offered by the Tenderer in the Basis Project Plan, where the Gross Availability Payment in relation to any Payment Period falls at the end of that Payment Period.
- 2) The Contracting Authority will shift the sequence resulting from step 1), the part that starts on the Scheduled Availability Date indicated by the Tenderer in its Basic Project Plan (and which ends 20 years after this date), to the Scheduled Availability Date of the Tenderer that offered the last Scheduled Availability Date in relation to the other Tenderer or Tenderers in a valid Tender.
- 3) The Contracting Authority will include the resulting sequence in step 2) in the indexation based on the Indexation Formula offered by the Tenderer. The Indexation Formula offered by the Tenderer is part of the quantitative part of the Tender. The Format Indexation Formula is set out in schedule 11. The Contracting Authority will use a reference value for n for each index used in this formula, as included in schedule 11.
- 4) The Contracting Authority will add to the sequence resulting from step 3) for all Tenderers
 - (i) the Bullet Payment Availability on that date that is equal to the Scheduled Availability Date of the Tenderer that offered the last Scheduled Availability Date in relation to the other Tenderers in its valid Final Tender; and
 - (ii) the Bullet Payment Completion on that date that is equal to the Scheduled Completion Date of the Tenderer that offered the last Scheduled Completion Date in relation to the other Tenderers in its valid Final Tender.

5) The Contracting Authority will discount the sequence resulting from step 4) of the Gross Availability Payment and the Bullet Payment Availability and Bullet Payment Completion to the price level on 1 January 2016, using the same nominal annual discount rate as mentioned in paragraph 7.6.

The calculation of the neutralised present value of the quantitative part of the Tender is elaborated in detail in the "present value calculation model and neutralised present value of the quantitative part of the Tender". The Contracting Authority makes this calculation model available in the Second Phase of the Dialogue to the Candidates in the Data Room.

Re (b) Notional correction based on the MEAT score

The Contracting Authority will correct the neutralised present value by the notional reduction and/or notional addition in connection with the assessment of the Tender on the basis of the MEAT criteria, all this in accordance with schedule 7.

7.8 Clarification by the Tenderer

At the request of the Contracting Authority, a Tenderer may be asked to clarify aspects of the Tender or confirm commitments contained in the Tender, provided this clarification/amendment does not substantially alter the substance of the Tender or the announcement and does not cause or threaten to lead to a distortion of competition or discrimination.

7.9 Appointment of the Preferred Tenderer

The Tenderer with the most economically advantageous tender and the best price-quality ratio is the Tenderer with the lowest notional tender price. The Tenderer with the lowest notional tender price will be appointed as the Preferred Tenderer.

The Contracting Authority will inform every Tenderer that submitted a Tender simultaneously and with reasons concerning the proposed award. The Contracting Authority will thereby state the name of the Tenderer that has been designated as the Preferred Tenderer and to whom the Contracting Authority therefore intends to award the Tender. No rights may be derived from this intention to award. The message of the Contracting Authority regarding the intention to award does not imply acceptance as referred to in article 6:217, first paragraph, of the Dutch Civil Code, of an offer of a Tenderer.

Paragraph 2.3 applies to a decision by the Contracting Authority not to designate a Tenderer as a Preferred Tenderer.

The Contracting Authority reserves the right not to award the contract. In that case, paragraph 2.4 applies.

The Contracting Authority will return the Financial Close Bond to a Tenderer on the first of the following dates:

- When the decision of the Contracting Authority to declare the Tender of the Tenderer invalid has become final;
- When Financial Close has been achieved with the Preferred Tenderer;
- 4 weeks after the period of validity of the Tender has expired.

7.10 Insurance

After appointment of the Preferred Tenderer, the Preferred Tenderer and the Contracting Authority will determine the contents of Schedule 11 of the DBFM Agreement in accordance with the following procedure.

7.10.1 Procedure Insurance Availability Period after appointment of the Preferred Tenderer

The procedure aims to determine which insurance will fall under the scope of Article 14 of the DBFM Agreement (Insurance) and determine the appropriate premium levels and the scope of cover.

7.10.2 Requirements for information to be submitted

The Preferred Tenderer must submit the following information to the Contracting Authority no later than 20 Business Days before the planned Date of Agreement:

(a) an overview of the insurance that the Preferred Tenderer intends to obtain within the scope of Article 14 of the DBFM Agreement. In the overview, only the following insurances for the Availability Period may be included:

- (i) Business interruption insurance other than for loss of profits;
- (ii) Property damage insurance; and
- (iii) Business liability insurance.

(b) Per insurance mentioned in the overview:

- (i) A certified offer by the insurer or insurers showing the cover, exclusions, excess, the commencement date and the term of the insurance policy as well as an indication of the net premium or the gross premium outstanding to the insurers mentioning the rate of commission (agency fee); and
- (ii) The full insurance terms.
The insurance premium for each cover must be provided (also for a combined insurance) and should be competitive.

7.10.3 Contracting Authority response

The Contracting Authority will notify the Preferred Tenderer within 15 Business Days of receipt of the data referred to in paragraph 7.10.2 whether it considers that the information meets the requirements mentioned in paragraph 7.10.2. If the Contracting Authority announces that it believes that the information complies with the requirements mentioned in paragraph 7.10.2, this information will be included as Schedule 11 to the DBFM Agreement. If the Contracting Authority announces that it believes that the information does not comply with the requirements mentioned in paragraph 7.10.2, it will give reasons for this and the Preferred Tenderer shall submit the information that complies with these requirements as soon as possible.

7.11 (Design) costs compensation payment

The Contracting Authority shall pay any Tenderer who submits a valid Tender a (design) costs compensation payment of € 4,000,000 (four million euro) exclusive of VAT, for the (design) costs incurred by it. This compensation payment will be paid after the decision to appoint the Preferred Tenderer as mentioned in paragraph 7.9 has become final and the Tenderer has subsequently submitted an invoice for the (design) costs compensation payment. The payment period for the invoice will be thirty days.

8 Definitive Award/Date of Agreement and Financial Close

8.1 Purpose

The purpose of this phase is to conclude the Agreement and reach Financial Close. During this phase, it is not possible to make changes to the DBFM Agreement.

This phase will be elaborated in more detail in the invitation to submit a Tender.

8.2 Validity period

The Tender should be honoured during 18 weeks from the date on which the final parts of the Tender must be submitted in accordance with paragraph 7.5.

8.3 Commitment to the Tender - penalty

The Preferred Tenderer will owe an immediately due and payable penalty of € 5,000,000 (five million euro) if it fails to unconditionally commit to its Tender within the period specified in paragraph 8.2, or a period agreed in departure therefrom.

The above is applicable mutatis mutandis to successive Preferred Tenderers.

schedule 1: Definitions

Contracting Authority

The State of the Netherlands, domiciled in The Hague, Ministry of Infrastructure and Environment, Directorate-General for Public Works and Water Management (Rijkswaterstaat), Major Projects and Maintenance.

Tender Documents

The Tendering Guidelines, the DBFM Agreement, the General and Confidential Information, the invitations to a (next) phase of the tendering procedure and all other documents that will be provided by the Contracting Authority to the Candidates and designate as such within the context of the tendering procedure.

Tendering Guidelines

The present document describing the tendering procedure.

Shareholder

A person or legal entity that participates in the Candidate and/or the Tenderer.

Supplementary Compliance Statement

The Supplementary Compliance Statement in schedule 2.3 B of the Tendering Guidelines.

General Information

Information provided by the Contracting Authority to all Candidates in accordance with paragraph 2.10 of the Tendering Guidelines.

Basic Project Plan

Document that Tenderers must submit when Tendering, in compliance with schedule 8.1.

Significant Subcontractor

A person or legal entity whose technical expertise is relied upon by a Candidate in order to satisfy requirements with respect to technical expertise.

Data Room

The digital archive comprising documents and data relating to the tendering procedure for the Project.

Data Room Regulations

The regulations setting out access to and use of the Data Room.

DBFM Agreement

The (draft) Design, Build, Finance, Maintain agreement as attached in schedule 3, including all Schedules.

Third-party Statement of Grounds for Exclusion

The statement included as schedule 2.6 and that must be completed by the Significant Subcontractors in accordance with paragraph 3.11.3 of the Tendering Guidelines.

Dialogue

The First Phase of the Dialogue and the Second Phase of the Dialogue together.

Dialogue Products

The (draft) proposals requested by the Contracting Authority during the Dialogue and to be submitted by the Candidates, with the exception of the Shortlisting Product.

Dialogue Report

The recording of the outcome of the Dialogue on which the Tenderer must base its Tender.

First Phase of the Dialogue

The initial phase of the Dialogue described in chapter 4 of the Tendering Guidelines.

EIB Reference Rate

The interest premium that reflects the EIB's cost of funding as indicated in the EIB's (indicative) term sheet.

Tenderer's Statement

The Compliance Statement for tendering procedures of contracting authorities or the Third-Party Statement of Grounds for Exclusion, together with the Supplementary Compliance Statement, as referred to in paragraph 3.11.3 of the Tendering Guidelines.

Compliance Statement for tendering procedures of contracting authorities

The Compliance Statement (schedule 2.3 A of the Tendering Guidelines) which has been determined in accordance with Article 2, paragraph 2 of the Tender Decision of 11 February 2013.⁵

MEAT

The Most Economically Advantageous Tender with the best price-quality ratio.

Financial Close Bond

The bank guarantee to be included with the Tender, laid out entirely in accordance with the format in schedule 9.6.

Financing Plan

The Financing Plan referred to in schedule 9.7b.

Candidate

An SPV or one or more persons and legal entities that will be participating in - and acting on behalf of - an SPV that has yet to be incorporated and which is submitting or has submitted a Tender.

Preferred Tenderer

The Tenderer with whom the Contracting Authority intends to enter into the DBFM Agreement.

Hard Mini Perm Financing

A form of mini perm financing with mandatory refinancing which, if that refinancing does not take place, may be regarded by the Lender as an event of default. Bridge loans in respect of which the Finance Agreements or the Shareholder Loan Agreements at the Financial Close provide that the funds are to be used for such refinancing are not regarded as hard mini perm financing.

Indexation Formula

⁵ See the website: <http://www.rijksoverheid.nl/documenten-en-publicaties/formulieren/2013/03/22/eigen-verklaring-aanbestedingsprocedure-aanbestedende-diensten.html>

The formula used to calculate the indexation, laid out entirely in accordance with the format in schedule 11.

Tenderer

An SPV or one or more persons and legal entities that will be participating in - and acting on behalf of - an SPV that has yet to be incorporated and which has been registered to participate in the present tendering procedure.

Tender

The tender that is submitted pursuant to chapter 7 of the Tendering Guidelines by the invited Candidates. If the Tender is submitted in stages, the "date of Tender" is the date on which the final parts of the Tender (must) have been submitted.

Original Financial Model

The model to be presented by Tenderers in accordance with schedule 9.7a.

Ceiling Price

The amount set by the Contracting Authority below which the present value of the Tender must remain, on pain of invalidity.

Project

All works, deliveries and services that must be carried out on the basis of the DBFM Agreement.

Reference Rates

The interest rates made available by the Contracting Authority in accordance with the provisions in paragraph 7.4.1 of the Tendering Guidelines.

Selection Phase

The phase of the tendering procedure described in chapter 3 of the Tendering Guidelines.

SMART

By SMART, the Contracting Authority means:

- Specific: Is the Candidate's proposal clearly described and geared to the Project?
- Measurable: Under what (measurable/observable) conditions has the aim of the proposal been achieved?
- Acceptable: Is the proposal acceptable in light of the requirements for the Project?
- Realistic: Is the proposal feasible?
- Time-based: By what point (in time) must the aim of the proposal be achieved?

SPV

Special Purpose Vehicle organised in the form of a private limited company.

Swap Base Rate

The swap rate specified by the Tenderer which is based on the Reference Rates.

Shortlisting Product

The product submitted by the Candidates in the First Phase of the Dialogue and that is used to select the Candidates who will continue to the next phase of the Dialogue.

Second Phase of the Dialogue

The phase of the tendering procedure described in chapter 5 of the Tendering Guidelines.

Invitation to participate in the (First Phase of the) Dialogue

The document in which the Contracting Authority invites the selected Candidates to participate in the First Phase of the Dialogue.

Invitation to participate in the Second Phase of the Dialogue

The document in which the Contracting Authority invites the selected Candidates to participate in the Second Phase of the Dialogue.

Invitation to submit a Tender

The document with which the Contracting Authority invites the selected Candidates to submit the Tender.

Confidential Information

Confidential information provided by the Contracting Authority to the Candidates in accordance with paragraph 2.10 of the Tendering Guidelines.

schedule 2: Model forms belonging to requests for participation

schedule 2.1: Model form request for participation

A. Details of the Candidate⁶

Name	
Legal form	
Registered office (included in the articles of association)	
Country of establishment	
Trade Register Number	
Office address	
E-mail	
Telephone	
Name possible representative	

B. Details Shareholder(s) (to be provided per Shareholder)

Name	
Legal form	
Registered office (included in the articles of association)	
Country of establishment	
Trade Register Number	
Office address	
E-mail	
Telephone	
Percentage (future) participation in	

⁶ If there is an SPV that has already been incorporated, the data requested under A. must be provided by the SPV and all data requested under B. by the participants (and/or Shareholders) in the SPV. In case of an SPV under incorporation, all persons and legal entities (members of the consortium) who act on behalf of the SPV under incorporation must provide the information requested under B. and one of them must be designated as representative. The representative can be referred to under A. with the addition "acting on behalf of the SPV under incorporation".

the Candidate	
---------------	--

C. Details concerning Significant Subcontractor(s) (to be provided per Significant Subcontractor)

Name	
Legal form	
Registered office (included in the articles of association)	
Country of establishment	
Trade Register Number	
Office address	
E-mail	
Telephone	

D. Details person with power of representation who has signed this request for participation on behalf of the Candidate.⁷

Name of person with power of representation	
Date and place of birth	
Position	
Name legal entity that is represented	

E. Statement by the Candidate concerning the procedure and the accuracy of information

[name of Candidate] declares that:

1. It has taken note of the Tendering Guidelines and agrees unconditionally with the procedure laid down therein;
2. All the information it has provided and will provide to the Contracting Authority in connection with this tendering procedure is accurate.

⁸ In case of an SPV, the information referred to under D. must be provided by the SPV and the aforementioned person (or persons) who sign this request for participation on behalf of the SPV.

In case of an SPV under incorporation, the information referred to under D. must be provided by all persons and legal entities (members of the consortium) who act on behalf of the SPV under incorporation and the persons mentioned by these legal entities (members of the consortium) must sign this request for participation on their behalf.

Thus signed in [city], [date]

Name of [Candidate⁸]

on whose behalf,

[name person or persons referred to under D.]

[signature person or persons referred to under D.]

⁸In case of an SPV, the person or persons referred to under D. must sign this request for participation on behalf of the SPV.

In case of an SPV under incorporation, the persons referred to under D. sign this request for participation on behalf of the persons and legal entities (members of the consortium) who act on behalf of the SPV under incorporation.

schedules belonging to request for participation:

Requirement A: Request for participation

A request for participation fully completed and duly signed by the Candidate in accordance with the model included in schedule 2.1, with:

- A copy of a valid identity document of the person or persons authorised to sign, who sign the request for participation on behalf of the Candidate.
- Any (special) power of attorney granted to the abovementioned persons in order to be able to sign the request for participation in a legally valid manner. This power of attorney is only required if the power of representation of those signatories is not already clear from the trade register. In such cases, a copy of a valid identity document of the person who signed the power of attorney must also be submitted .
- Possibly a power of attorney of the other persons and legal entities granted to the representative in case of a request for participation from several legal persons who act on behalf of the SPV under incorporation.

Requirement B: Statement concerning the availability of the Significant Subcontractors (paragraph 3.8)

A statement concerning the availability of Significant Subcontractors in accordance with the model included in schedule 2.2 fully completed and duly signed by each Significant Subcontractor, with:

- A copy of a valid identity document of the person or persons authorised to sign, who sign the statement concerning the availability of Significant Subcontractors on behalf of the Significant Subcontractors.
- Any power of attorney granted to the abovementioned persons in order to be able to sign the Statement concerning the availability of Significant Subcontractors in a legally valid manner. This power of attorney is only required if the power of representation of those signatories is not clear from the trade register. In such cases, a copy of a valid identity document of the person(s) who signed the power of attorney must also be submitted.

Requirement C: Compliance Statement (paragraph 3.11)

A Compliance Statement fully completed and duly signed by the Candidate⁹ and by each Significant Subcontractor consisting of the Compliance Statement for tendering procedures of contracting authorities (Candidate) (schedule 2.3 A) or Third-party Statement of Grounds for Exclusion (Significant Subcontractor) (schedule 2.6) (see paragraph 3.11.3 of the Tendering Guidelines) as well as the Supplementary Compliance Statement (schedule 2.3 B).

The Compliance Statement must be submitted together with:

- A copy of a valid identity document of the person or persons authorised to sign, who sign a Compliance Statement on behalf of the SPV or the relevant participant in the SPV under incorporation or a Significant Subcontractor.
- Any power of attorney granted to the abovementioned persons in order to be able to sign the Compliance Statement in a legally valid manner. This power of

⁹ In case of an SPV under incorporation, all persons and legal entities (members of the consortium) who act on behalf of the SPV under incorporation or, as the case may be, the future shareholders of the SPV under incorporation must complete the Compliance Statement for tendering procedures of contracting authorities.

attorney is only required if the power of representation of those signatories is not clear from the trade register. In such cases, a copy of a valid identity document of the person(s) who signed the power of attorney must also be submitted.

Requirement D: Declaration of economic and financial standing (paragraph 3.12)

A statement concerning economic and financial standing in accordance with the model included in schedule 2.4 fully completed and duly signed by the financial institution, as referred to in paragraph 3.12.2 of the Tendering Guidelines, with:

- An extract from the trade register concerning the financial institution.
- A copy of a valid identity document of the person or persons authorised to sign, who sign the statement concerning the economic and financial standing on behalf of the financial institution.
- Any power of attorney granted to the abovementioned persons in order to be able to sign the statement concerning the economic and financial standing in a legally valid manner. This power of attorney is only required if the power of representation of those signatories is not clear from the trade register. In such cases, a copy of a valid identity document of the person(s) who signed the power of attorney must also be submitted.

Requirement E: Statement technical and organisational expertise (paragraph 3.13)

A reference for each reference project fully completed and duly signed by the Candidate in accordance with the model included in schedule 2.5 under A and B, with for each reference project:

- A copy of a valid identity document of the person or persons authorised to sign, who sign the reference on behalf of the Candidate if the copy of the valid identity document of the signing natural person has not been submitted already.
- Any power of attorney granted to the abovementioned persons in order to be able to sign the reference in a legally valid manner. This power of attorney is only required if the power of representation of those signatories is not clear from the trade register. In such cases, a copy of a valid identity document of the person(s) who signed the power of attorney must also be submitted.

- schedule 2.2: Model Statement concerning the availability of the Significant Subcontractors¹⁰

Details Significant Subcontractor	
Name	
Legal form	
Address details	
E-mail	
Telephone	

[Name Significant Subcontractor] declares:

1. It has taken note of the Tendering Guidelines for this tendering procedure and agrees unconditionally with the procedure laid down therein;
2. All the information it has provided and will provide to the Contracting Authority directly or indirectly in connection with this tendering procedure is accurate and that it is aware that any inaccuracies identified therein by the Contracting Authority could lead to the Candidate being excluded from further participation in this tendering procedure;
3. That [name of Candidate], if the Project is awarded to [name of Candidate], will be able to dispose of the knowledge, experience and resources available to the undersigned for the performance of the Project, and that the work that relate to the requirements for which the undersigned is engaged, will be performed by the undersigned. It agrees in this connection that the experience of the undersigned is considered to be personal experience of the Candidate.

Thus signed in [city], [date]

[Significant Subcontractor],

[name of natural person authorised to represent]

[position]

[signature]

¹⁰ To be completed by each Significant Subcontractor whose experience is relied on by the Candidate.

schedule 2.3 A: Compliance Statement for tendering procedures of contracting authorities

See the attached PDF document for this purpose.

schedule 2.3 B: Model Supplementary Compliance Statement (to be submitted in addition to the Compliance Statement for tendering procedures of contracting authorities or the Third-Party Statement of Grounds for Exclusion)

All participants in the SPV (under incorporation) are required to submit a separate and fully-completed *Supplementary Compliance Statement*.

Significant Subcontractors as well as other subcontractors to the extent such follows from paragraph 7.3.2 of the Tendering Guidelines are only required to submit a completed and signed *Supplementary Compliance Statement* for the section entitled "Questions concerning inside information and conflict of interest".

The Contracting Authority reserves the right to have the Public Administration Probity Screening Agency perform a further investigation into the Candidates, Shareholders, Significant Subcontractors or other subcontractors, to the extent such is allowed pursuant to Directive 2004/18/EC.

To the extent applicable, *company* is defined as the Candidate, each Significant Subcontractor and each subcontractor if and to the extent such follows from paragraph 7.3.2 of the Tendering Guidelines.

SUPPLEMENTARY COMPLIANCE STATEMENT

within the context of the tendering procedure for the contract [name Project]

Name and address of the company:

...

Chamber of Commerce registration number (registration number of the Trade Register or a corresponding register of the country where the company is established):

...

Company contact (name, e-mail, telephone):

.....

1. QUESTIONS CONCERNING INSIDE INFORMATION AND CONFLICT OF INTEREST

1.1. Did the company perform work or services in preparation of the Project or was the company otherwise involved directly or indirectly in the preparation of the Project prior to this tendering procedure?

Yes / no (delete as appropriate)

If so, state the nature of the relevant work or services, or that involvement.

.....
.....
.....

1.2. Does the company employ persons who performed work or services in preparation of the Project or does the company employ persons who were otherwise involved directly or indirectly in the preparation of the Project prior to this tendering procedure?

Yes / no (delete as appropriate)

If so, state for each person:

- a. The name and position within the company;
- b. The nature of the relevant work or services, or that involvement.

.....
.....
.....

1.3. Does or will the company engage subcontractors within the context of this tendering procedure who performed work or services in preparation of the Project or were those subcontractors otherwise involved directly or indirectly in the preparation of the Project prior to this tendering procedure?

Yes / no (delete as appropriate)

If so, state for each subcontractor:

- a. The name and the address, the legal form and the number of registration in the trade register (or a similar register in the country where the company is established);
- b. The nature of the relevant work or services, or that involvement.

.....
.....
.....

1.4. Does or will the company engage consultants (both persons and legal entities) within the context of this tendering procedure who performed work or services in preparation of the Project or were those consultants otherwise involved directly or indirectly in the preparation of the Project prior to this tendering procedure?

Yes / no (delete as appropriate)

If so, state for each consultant:

- a. The name and the address, the legal form and the number of registration in the trade register (or a similar register in the country where the company is established);
- b. The nature of the relevant work or services, or that involvement.

.....
.....
.....

1.5. Is the company affiliated with one or more other companies and/or does the company form part of a group, such within the meaning of Articles 2: 24a, 2:24b and 2:24c of the Dutch Civil Code or comparable legal forms according to foreign law?

Yes / no (delete as appropriate)

If so, did one or more of those affiliated companies or group companies perform work or services in preparation of the Project or were one or more of those companies otherwise involved directly or indirectly in the preparation of the Project prior to this tendering procedure?

Yes / no (delete as appropriate)

If so, state for each company:

- a. The name and the address, the legal form and the number of registration in the trade register (or a similar register in the country where the company is established);
- b. The nature of the relevant work or services, or that involvement.

.....
.....
.....

2. QUESTIONS CONCERNING FORMING OF THE CONSORTIUM WHEN SUBMITTING A TENDER OR IN CASE OF REGISTRATION BY A PARTNERSHIP OF ENTREPRENEURS*3)

**3) These questions only have to be answered if the Tender is submitted or registration takes place by a partnership of entrepreneurs (a consortium) as a general partnership or as a Special Purpose Vehicle (SPV). All (future) participants in the SPV (under incorporation) must answer these questions separately. Significant Subcontractors and other subcontractors do not have to answer these questions.*

2.1 Indicate what factors mean that the company is unable to submit a tender for the Project individually.

.....
.....
.....

2.2 Indicate why the nature and size of the partnership (consortium) that was formed is necessary in relation to the size and nature of the contract to be performed, in view of the importance and capacity of each of the entrepreneurs who are part of the syndicate.

.....
.....
.....

2.3 Indicate which part or parts of the contract will be performed by the company itself.

.....
.....
.....

3. QUESTIONS CONCERNING THE NEW GROUNDS FOR EXCLUSION REFERRED TO IN ARTICLE 57 PARAGRAPH 1 OF DIRECTIVE 2014/24/EC

During a period of five years prior to the moment of submitting the request for participation or submitting the Tender, was a business or a director of its business convicted pursuant to one or more of the grounds for exclusion referred to in Article 57 paragraph 1 of directive 2014/24/EC that is/are not referred to in the Compliance Statement for tendering procedures of contracting authorities?

Yes / no (delete as appropriate)

If so, indicate when and indicate the ground(s) for exclusion on which the conviction was based:

.....
.....
.....

DECLARATION

The undersigned declares:

- That the questions included in this questionnaire have been answered fully and truthfully;
- that it has signed this completed questionnaire unconditionally and without any reservations; that it is aware that providing incorrect or incomplete information may be considered by the Contracting Authority to constitute a false statement and that this may lead to unconditional exclusion from the remainder of this tendering procedure;
- that no changes have been made to the text of this questionnaire;
- that this questionnaire was signed by an authorised representative as evident from the Trade Register or a corresponding register of the country where the company is established.

Name(s) authorised signatory or signatories:

.....

Date :

Signature:

schedule 2.4: Model Statement of economic and financial standing

This statement must be signed by an authorised representative of a financial institution that:

- (a) Is not an institutional investor and that is supervised by a regulator or by a regulatory authority of another Member State or by a regulatory authority of a state that is not a Member State and that imposes requirements that are at least equal to those of a regulatory authority of a Member State (all of the above as defined in Section 1.1 of the Financial Supervision Act); or
- (b) Is an institutional investor that is supervised by a regulator or by a regulatory authority of another Member State or by a regulatory authority of a state that is not a Member State and that imposes requirements that are at least equal to those of a regulatory authority of a Member State (all of the above as defined in Section 1.1 of the Financial Supervision Act).

The following statement must be submitted on the stationery of the financial institution.

To: Contracting Authority

Ministry of [name Ministry]
[name department]
Attn. [name]
[address]
[postcode] [city]

The undersigned, [name financial institution], with its registered office at [city], declares as follows in connection with the tendering procedure carried out by the State of the Netherlands (Ministry of [name Ministry], [name department] concerning the Project [name Project], hereinafter referred to as "the Project".

The undersigned declares on the basis of the information that is currently known to [name financial institution] that [name of Candidate] must be considered capable of contributing an amount of € 50,000,000 (fifty million euro) in equity, either by making this available as equity/share capital/paid-up share premium or by making this available by way of a subordinated loan.

This statement does not constitute a guarantee from [name financial institution] towards the Contracting Authority. This statement was formed on the basis of a careful examination by [name financial institution] of the information made available by the Candidate to [name financial institution], in particular as regards the Project and with respect to the financial situation of [name of the parties involved in the Candidate].

[Name financial institution] is aware that this statement will be used by the Contracting Authority to determine whether [name of Candidate] complies with the financial-economic minimum requirement that has been set.

Thus signed in [city], [date]

[Name of financial institution]

[name of natural person authorised to represent]

[position]

[signature]

schedule 2.5: Model Statement technical and organisational expertise

This statement must be completed and signed by the Candidate. A separate statement must be completed, signed and submitted for each reference project.

The Contracting Authority reserves the right to request further information from the client's contact person referred to in this form.

REFERENCE PROJECT		
Name reference project		
Contract value (in euros, exclusive of VAT)		
Place of performance		
Period of performance		
Client	Name	
	Address	
	Name contact person	
	Telephone	
	E-mail	
Contractor ¹¹		
Description reference project (at most 500 words)		
The Candidate uses this reference project to demonstrate that for the purpose of the performance of the Project it has experience in the area of Project Management / Project Financing / Project Management & Project Financing ¹² .		
A. Project Management		
Infrastructural project	Is this reference project an infrastructural project within the meaning of paragraph 3.13.1A of the Tendering Guidelines?	Yes/no
Project management	Did the abovementioned contractor perform the project management - within the meaning of article 3.13.1A of the Tendering Guidelines - of this reference project during the past five years, calculated from the final date for submission of a request for participation?	Yes/no
Integrated performance	Does this reference project comprise integrated performance of at least design and construction activities, including management of the local	Yes/no

¹¹ The Contractor must be a (participant in (or, as the case may, a (future) Shareholder of) the Candidate or a Significant Subcontractor.

¹² Delete as appropriate.

	environment, performed subject to certified quality assurance (based on NEN-EN-ISO 9001, or an equivalent standard)?	
Value	Does the total value of the design and construction activities amount at least to € 50,000,000, exclusive of VAT?	Yes/no If so, what is the value of the design and construction activities?
Completion of construction	Were the construction activities concerning this reference project completed for at least 100% at the time the request for participation is submitted?	Yes/no
Sound performance	Were the construction activities performed to the satisfaction of the client?	Yes/no

B. Technical Experience		
Infrastructural or similar project	Does this reference project concern a tunnel within the meaning of paragraph 3.13.1B of the Tendering Guidelines?	Yes/no
Project management	Has the above-referenced contractor, during the ten years preceding the announcement of the Project, performed the design and construction of a tunnel – within the meaning of paragraph 3.13.1B of the Tendering Guidelines – in this reference project?	Yes/no
Integrated performance	<p>Does this reference project comprise integrated performance of at least design and construction activities, performed subject to certified quality assurance (based on ISO 9001, or an equivalent standard)?</p> <p>Does this reference project comprise integrated performance by means of an interdisciplinary approach as a result of which at least the following (technical) components are combined to create a successful operating system:</p> <ul style="list-style-type: none"> • Concrete construction; • Technical systems for tunnels (TST); • Industrial automation (IA), including software design for the process control of the tunnel system; • System integration? 	<p>Yes/no</p> <p>Yes/no</p>

Value	Does the total value of the design and construction activities of the reference project amount to at least € 50,000,000, exclusive of VAT?	Yes/no If so, what is the value of the design and construction activities? €
Sound performance	Were the construction activities of the reference project at the moment of submitting the request for participation 100% completed to the satisfaction of the client?	Yes/no

B. Project financing		
Infrastructural or similar project	Is this reference project an infrastructural project within the meaning of article 3.13.2 of the Tendering Guidelines or a similar project?	Yes/no
Contract value	Does the contract value amount to at least € 50,000,000, exclusive of VAT?	Yes/no
Project financing	Was the Candidate involved in an important role in the conclusion of financing agreement(s) for the purpose of project financing between a special purpose vehicle and the providers of loan capital, where the facilities provided to the special purpose vehicle had a joint value of at least 50% of the present value?	Yes/no

Thus signed in [city], [date]

[name of Candidate / Significant Subcontractor],

[name of natural person authorised to represent]

[position]

[signature]

schedule 2.6: Third-party Statement Grounds for Exclusion (to be submitted by all parties that are not part of the Candidate (SPV or SPV under incorporation), but which are relied upon by the Candidate in order to comply with the suitability requirements)

Name and address of the company:

...

Chamber of Commerce registration number (registration number of the Trade Register or a corresponding register of the country where the company is established):

...

Company contact (name, e-mail, telephone):

...

The undersigned declares that:

1. During a period of four years prior to the moment of submitting this statement, neither its business nor a director of its business was convicted of participation in a criminal organisation by means of a final court decision; this includes the following acts:
 1. Acts on the part of a person who intentionally and with knowledge of the intention and the general criminal activity of the organisation or the intention of the criminal organisation to commit the relevant criminal offences, actively participates:
 - a. in activities of a criminal organisation, including a prolonged structured association of more than two persons, which consults in order to commit acts that are liable to a prison sentence or a measure that involves the deprivation of liberty with a maximum of least four years or a more severe punishment, which acts form an objective in themselves or constitute a means of acquiring assets and, in relevant cases, exercise an improper influence on the operation of government agencies, even if he does not participate in the actual performance of the relevant criminal offences and, subject to the general principles of the criminal law of the relevant Member State, even if these acts are not carried out,
 - b. in other activities of the organisation, in which regard he is also aware that his participation contributes to the realisation of the abovementioned criminal activities of the organisation.
 2. Acts on the part of a person that consist of his reaching agreement with one or more persons concerning the performance of an activity whose performance constitutes the commission of an abovementioned criminal offence even if he does not participate in the actual performance of the activity.
2. During a period of four years prior to the moment of submitting the request for participation or the Tender, neither its business nor a director thereof was convicted of bribery by means of a final court decision; bribery is defined as intentionally promising or providing a civil servant directly or indirectly with an advantage, irrespective of its nature, for himself or for another person, to perform

or omit an act contrary to his official duty or an act within the context of the performance of his official duties; or, within the private sector, promising, offering or providing an advantage to a person that is unjustified in view of its business activities, irrespective of its nature, for that person himself or for third parties, in exchange for the performance or omission by that person of an act whereby that person neglects his duty;

- 3 During a period of four years prior to the moment of submitting this statement, neither its business nor a director of its business was convicted of fraud by means of a final court decision; fraud includes fraud in the area of both expenses and income. This means any intentional act or intentional omission whereby false, incorrect or incomplete statements or documents are used or submitted, or information is withheld contrary to a specific obligation, or an advantage that was obtained legitimately is abused, resulting in the fact that funds from the general community budget or from the budgets maintained by or for the EC, are received, withheld or reduced unlawfully, or that these funds are abused by using them for purposes other than those for which they are originally granted;
- 4 During a period of four years prior to the moment of submitting the request for participation or the Tender, neither its business nor a director of its business was convicted of money laundering by means of a final court decision. Money laundering is defined as:
 1. the conversion or transfer of objects, knowing that they were acquired from criminal activities or from participation in such activities, with the intention of concealing their illegal origin or helping a person who is involved in this activity to evade the legal consequences of his acts;
 2. concealing the actual nature, origin, location, alienation, relocation, rights to or the ownership of objects, while knowing that these were acquired from a criminal activity or from participation in such an activity;
 3. the acquisition, possession or the use of objects, while knowing at the time of acquisition that these objects were acquired from a criminal activity or from participation in such an activity;
 4. participation in, complicity in, attempt to, aid to, inducing to, facilitating or issuing advice with a view to performing one of the acts referred to in the three previous points.
- 5 During a period of five years prior to the moment of submitting this statement, neither his business nor a director of his business was convicted pursuant to another ground for exclusion referred to in Article 57 paragraph 1 of directive 2014/24/EC;
- 6 His business is not in a state of bankruptcy or liquidation, his work has not ceased, no moratorium or composition applies to him, and his business is not in another similar condition pursuant to similar proceedings that arise from the legislation or regulations that apply to him;
- 7 During a period of four years prior to the moment of submitting the request for participation or the Tender, no final court decision was rendered on the basis of the legislation and regulations that apply to it in connection with violation of a rule of professional conduct that applies to it;
- 8 During a period of four years prior to the moment of submitting the request for participation or the Tender, neither its business nor a director of its business committed a serious error in the carrying out of its business;

- 9 Its business complied with the obligation pursuant to the statutory provisions that apply to it with respect to payment of social security contributions or taxes;
- 10 When providing information requested by the Contracting Authority within the context of the tendering procedure, its business did not to a serious degree provide false statements and its business did not fail to provide this information or fail to provide it in a timely manner.

Declaration

The undersigned declares that:

- He has signed this completed statement unconditionally and without any reservations; that he is aware that providing incorrect or incomplete information may be considered by the Contracting Authority to constitute a false statement within the meaning of point 10 of this Compliance Statement and that this may lead to unconditional exclusion from the remainder of this tendering procedure or from participation in the contract;
- He did not make any changes to the text of this statement;
- The statement was signed by an authorised representative as evident from the trade register or a corresponding register of the country where the company is established;

Name or names of signatory or signatories authorised as representative:

.....
...

Date:

Signature(s):

schedule 3: The Draft DBFM Agreement and Schedule 1 Definitions associated with the DBFM Agreement

The Infrastructure Projects Model Agreement available at www.ppsbijhetrijk.nl is used as the basis for the Blankenburg Connection Project. For the definitions used in the Tendering Guidelines as referred to in paragraph 1.2 of these Tendering Guidelines please refer to the Infrastructure Projects Model Agreement. The draft Blankenburg Connection DBFM Agreement will be stored in the Data Room.

schedule 4: Submission Form First Phase of the Dialogue

[name of Candidate] declares that:

1. It has read the Tendering Guidelines and unconditionally agrees with the procedure described therein;
2. All the information it has provided and will provide to the Contracting Authority in connection with this tendering procedure is accurate;

Thus signed in [city], [date]

[name of Candidate],

[name of natural person authorised to represent]

[position]

[signature]

schedule 5: Shortlisting Product

1. Introduction

The Contracting Authority has based the Shortlisting Product on the risks and opportunity associated with the Project, particularly in light of the MEAT criteria and the associated "Client Objectives".

The Contracting Authority has provided information for the Shortlisting Product in the Data Room. To the extent that Candidates in their Shortlisting Product, based on this information, as well as on the basis of any information about the Project that is in the public domain:

- Provide greater insight into the project's risks and opportunity, and
- With the substantiation of the risk management measures provide greater assurance that these risk management measures contribute to minimising the risks, and
- With their opportunity and its substantiation provide a more convincing contribution to the Client's Objectives, and
- Make it more plausible that their Tender will remain below the Ceiling Price,

their Shortlisting Product will be rated higher.

2. Shortlisting Product Requirements

The Shortlisting Product shall comprise:

- The risk management measures for the three Client Risks specified by the Contracting Authority;
- The best opportunity for the Project in the Candidate's opinion.

The Shortlisting Product must consist of a file with the details of the above-referenced risk management measures and opportunity that complies with the following characteristics:

- Document in A4 format of a maximum of 8 pages;
- Verdana font;
- Font size of at least 9 points;
- Line spacing of 1 minimum
- Full page with margins of 2 cm on top, below, left and right

No more than a maximum of two pages per risk and two pages per opportunity must be used. If less space is used for a part than the maximum allowed above, the space that has not been used cannot be used for another part.

A front cover and a back cover (where relevant together in the form of a cover binder) can be submitted together with the Shortlisting Product, in addition to the above listed eight pages. In view of the document's succinct size, a table of contents is not needed and not permitted.

2.1 Risk management measures

In the Shortlisting Product, the Candidate shall identify, having due regard for the MEAT criteria and the related "Client Objectives" (schedule 7):

The risk management measures for the risks specified by the Contracting Authority:

The Candidate shall:

- a) Explain its strategic approach (with vision and analysis) for each risk; and
- b) Identify the risk management measures to be taken by the Candidate which will minimise the likelihood and/or impact of the risk occurring; and
- c) With the risk management measures, provide substantiation of why those measures will be effective; and
- d) Demonstrate that the risk management measures can be implemented without exceeding the Ceiling Price.

This section will be rated higher to the extent that:

- The vision/analysis demonstrates greater insight, and
- The Candidate demonstrates that it has a good grasp of the potential problems associated with the risk, and
- The control measures are formulated more SMART, and
- The substantiation of the effectiveness of the measures is more convincing.

2.2 Conditions for risk management measures

The Candidate shall set out the risk management measures in accordance with the following conditions:

- The Candidate shall describe its strategic approach and vision with regard to minimising the risk concerned. As part of this, the Candidate shall prepare an analysis of the factors that are crucial to minimising the risk concerned.
- For each risk, the Candidate shall describe - as specifically and as SMART as possible - which risk management measures it will be taking to minimise that risk and what impact the application of those risk management measures will have on minimising the risk concerned.
- The Candidate shall provide a substantiation of the impact for each measure. "Substantiation" means: An explanation that will convince the Contracting Authority that the risk management measure will work. This explanation will partly determine the assessment of the risk management measure.
- For each measure (or set of measures) the Candidate shall demonstrate that the measures will not cause the Ceiling Price to be exceeded. The more obvious this is, the shorter the explanation can be.
- The control measures must comply with the Tender Documents.
- Candidates are not permitted to propose risk management measures that are contrary to the DBFM Agreement, the (Draft) Transport Infrastructure (Planning

Procedures) Decree (OTB), the zoning plan, the project plan, or laws and regulations.

- The Candidate may only propose risk management measures that it will undertake as the Contractor. This means that no risk management measures may be proposed which entail the combined efforts of the Contractor and the Client or third parties (other than subcontractors).
- The application of the risk management measures may not be contingent upon a choice to that effect by the Client or third parties (other than subcontractors).
- No risk management measures may be proposed that are undertaken in the period prior to the Date of Agreement.
- The strategic approach and risk management measures must be mentioned separately in the Shortlisting Product for each specified risk, so that they can be assessed independently of each other. If one aspect of the strategic approach or a risk management measure is proposed for more than one risk, it must be included separately for each risk.
- The strategic approach and risk management measures submitted by the Candidate must be consistent with the other sections of the Shortlisting Product.
- For each risk, consideration must be given to the risk management measures, which must be in accordance with the provisions with regard to the management of risks (the handling strategy) in NEN-ISO-IEC 15288 6.3.4. (Risk Management Process).
- The Contracting Authority does not regard a statement by the Candidate that it will assume the risk of a Compensation Event or a Delay Event at the time of the Tender - or words to that effect - as a risk management measure. Taking over a risk from the Contracting Authority is not considered to be a risk management measure in this context either.

Failure to satisfy the above conditions will not render the Shortlisting Product invalid, but will result in a lower rating for the product.

2.3 Opportunity

In the Shortlisting Product, the Candidate shall describe, having due regard for the MEAT criteria and the related "Client Objectives" (schedule 7):

The opportunity perceived by the Candidate to optimise the Project.

The Candidate shall:

- a) Substantiate for the opportunity why it is an opportunity and the potential benefits of the opportunity for the Project.
- b) Set out the conditions for the opportunity that enable the opportunity to be realised.
- c) Demonstrate that the opportunity can be implemented without exceeding the Ceiling Price.

The extent to which the following conditions are met, results in a higher rating of this component:

- the benefits of the opportunity are formulated in SMART terms;
- the substantiation of the opportunity is more convincing; and
- the conditions are more manageable and formulated in SMART terms.

2.4 Opportunity conditions

The Candidate shall set out the opportunity in accordance with the following conditions:

- An opportunity must be identified within the scope of the Project and may not involve a proposal to change the scope (aspects such as the objectives, geographical borders and Ceiling Price of the project must remain unchanged). In any event, an opportunity is deemed not to be within the scope of the project if, under procurement law, the implementation of that opportunity would qualify as a "material change".¹³ A proposal to expand the project or combine it within another project is not considered to be a realistic opportunity in this respect. Nor may an opportunity be contingent upon a choice to be made by third parties. The Contracting Authority's decision to adjust the Schedule of Requirements shall not be regarded as a "choice to be made by third parties".
- The opportunity must pertain to MEAT criterion 1.1 Stakeholder Management "Retain and where possible improve support for the Blankenburg Connection (BBC) Project". The opportunity must be limited to the following three issues enumerated by this MEAT criterion:
 - o Issue 1: keeping the Scheur River open to shipping in relation to the Work
 - o Issue 2: keeping the underlying road network accessible between exit 13 and exit 15 of the A15
 - o Issue 3: coordinating the Work in relation to activities performed in the context of the region's Quality Programme
- An opportunity may be a means of achieving the "Client Objectives" in a smarter manner than that provided for in the Schedule of Requirements. A necessary adjustment to the Schedule of Requirements need not be an obstacle if the adjustment to the requirements is not in conflict with the "Client Objectives".
- An opportunity may not be contingent upon conditions that have to be fulfilled or work that has to be carried out during the period prior to the Date of Agreement.
- The Candidate shall describe its approach and vision with regard to realising the opportunity. As part of this, the Candidate shall prepare an analysis of the factors that are crucial to realising the opportunity concerned.

¹³ In the Preetext ruling, the European Court set out the principles for an assumption of a "material change":

1. The potential circle of candidates changes (paragraph 35), or
2. The scope of the contract is significantly expanded (paragraph 36), or
3. The economic balance of the contract shifts (paragraph 37).

- For each opportunity, the Candidate shall provide a substantiation. “Substantiation” means: An explanation that convinces the Contracting Authority that the opportunity is real and appealing. This explanation will partly determine the assessment of the opportunity.
- For each opportunity, the Candidate shall demonstrate that the opportunity can be realised without the Ceiling Price being exceeded. The more obvious this is, the shorter the explanation can be.
- The opportunity must be consistent with the other sections of the Shortlisting Product (the opportunity and the risk management measures may not be mutually contradictory).

Failure to satisfy the above conditions will not render the Shortlisting Product invalid, but will result in a lower rating for the product.

If adjustments have to be made to the Schedule of Requirements in order for the opportunity to be realised, this can be discussed during the Second Phase of the Dialogue.

3 Assessment of risk management measures and opportunity

The Contracting Authority will award a score for the risk management measures for each individual risk, and for the opportunity. When rating the sections, the Contracting Authority shall take account of the following points:

- The insight into the nature of the Project demonstrated by the Candidate when setting out the risk management measures and the opportunity;
- The relevance and viability of the risk management measure or opportunity;
- The extent to which the strategic approach and risk management measures contribute to minimising the risk;
- The extent to which the opportunity contributes to the Client Objectives (see MEAT criteria);
- The substantiation and the quality of the elaboration (the better substantiated, convincing and the more SMART it is, the better the score it will achieve).

For each section, the rating comprises a whole figure between a minimum of 2 and a maximum of 10 points. More than one Candidate may be awarded the same rating for the elaboration.

If a Candidate does not provide enough elaboration in relation to a risk or opportunity and does not submit anything of significance in this context, a score of 2 will be awarded for the chance not taken to provide substantiation, so that a failure to provide a sufficiently detailed elaboration concerning a risk or opportunity will lead to a lower final score.

If a Candidate proposes the exact same measure several times (e.g., for both a risk and the opportunity), this will not automatically lead to the same or a better score. The Contracting Authority will look at the insight shown by the Candidate and the substantiation of the proposed measures for the relevant risk or the relevant opportunity. Proposing the same measure several times does not necessarily

demonstrate superior insight. Nonetheless, for the sake of completeness, the Candidate must list measures that are relevant for the risks or the opportunity, again separately for each risk or opportunity for which it is relevant, so that the different risks and the opportunity can be assessed independently of each other.

The Contracting Authority will multiply the figures obtained by a Candidate by the weighting factor stated for the section in question in the calculation sheet (schedule 6) and add together the scores obtained. The three Candidates with the highest score (total of all points scored for all sections) will proceed to the Second Phase of the Dialogue.

If two or more Candidates have received the same score, meaning that more than three Candidates would be eligible to participate in the Second Phase of the Dialogue, the Candidate who scored the highest number of points for the opportunity will proceed to the Second Phase of the Dialogue. If the relevant Candidates also received the same score for the opportunity, the Candidate who scored the highest number of points for Client Risk 1 will proceed to the Second Phase of the Dialogue. If the relevant Candidates also received the same score for the Client Risk 1, the Candidate who scored the highest number of points for Client Risk 2 will proceed to the Second Phase of the Dialogue. If the relevant Candidates also received the same score for the Client Risk 2, the Candidate who scored the highest number of points for Client Risk 3 will proceed to the Second Phase of the Dialogue. If the relevant Candidates also received the same score for the Client Risk 3, lots will be drawn to decide which of them will be invited to participate in the Second Phase of the Dialogue, as stipulated in paragraph 4.8 of the Tendering Guidelines.

schedule 6: Calculation sheet Shortlisting First Phase of the Dialogue

Shortlisting in First Phase of the Dialogue based on Shortlisting Product

CRITERION	ASSESSMENT SCORE	WEIGHTING FACTOR	SCORE ACHIEVED
<p><i>Risk 1</i></p> <p>The State Harbour Master refuses to grant one or more of the maximum of 7 full blockages of the waterway requested by the Contractor and promised by the State Harbour Master in support of the Work related to the crossing of the Scheur River (the sinking of the tunnel elements). Furthermore, the State Harbour Master does not provide an alternative full blockage of equal duration for use within a period of 6 weeks after the original full blockage requested by the Contractor and promised by the State Harbour Master. This insofar as the Contractor demonstrates that the application submitted by him complies with the provisions of the Agreement, including the nautical terms and conditions imposed by the State Harbour Master.</p>		4	
<p><i>Risk 2</i></p> <p>There is a Client Change as referred to in Article 13.2 (b) of the DBFM agreement (with the exception of the Contractor Schedules other than the Tunnel Convergence Phase Product):</p> <p>a) because the comments of the Tunnel Manager necessitate this change in order to implement the recommendations of the Systems & Operations Department of RWS Major Projects and Maintenance, as referred to in Requirement ME_09005 and Requirement ME_09009 of the Management Specifications;</p> <p>b) because the competent administrative authority grants an environmental permit for the Tunnel subject to a condition that necessitates a change to the Agreement.</p>		3	
<p><i>Risk 3</i></p> <p>A decision of a competent administrative authority or a competent court in responding to an application, objection or</p>		3	

<p>appeal by a third party to withdraw, suspend or quash, possibly by means of temporary injunction, an environmental permit for the Tunnel as referred to in Article 18.3 of the DBFM Agreement, this insofar as the Contractor demonstrates that the application submitted by him satisfies the applicable prerequisites for consideration and that the Contractor has acted to oppose, challenge or appeal the application, objection or appeal (or has legally supported the licensing authority) as may be expected from a careful Contractor.</p>			
<p>Opportunity related to the elaboration of the three issues referred to by MEAT criterion 2.1 Stakeholder Management: "Retain and where possible improve support for the Blankenburg Connection (BBC) Project":</p> <ul style="list-style-type: none"> - Issue 1: keeping the Scheur River open to shipping in relation to the Work - Issue 2: keeping the underlying road network accessible between exit 13 and exit 15 of the A15 - Issue 3: coordinating the Work in relation to activities performed in the context of the region's Quality Programme 		4	
Total score			

Assessment score

The assessment scores range from 10 to 2. Each assessment score awarded by the assessment team is a team result agreed by consensus and is not an average of individual scores.

In terms of the risks, the Contracting Authority, with due consideration to all of the conditions and points of attention specified in this schedule, assigns a rating to each risk for the extent to which the strategic approach and risk management measures contribute to minimising the relevant risk.

In terms of the opportunity, the Contracting Authority, with due consideration to all of the conditions and points of attention specified in this schedule, assigns a rating for the extent to which the opportunity contributes to the 'Client Objectives'. The 'Client Objectives' are listed in the last column of the MEAT Table in schedule 7.

The ratings are defined as follows:

Assessment Score	Rating (extent to which added value is delivered)	% of the Maximum Quality Value
10	Excellent (much significant added value)	100
9	Very good (significant added value)	75
8	Good (more than sufficient to significant added value)	50
7	Satisfactory (sufficient added value)	25
6	Neutral (no or little added value)	0
5	Unsatisfactory (partially insufficient/adverse/dangerous)	- 25
4	Less than unsatisfactory (more than insufficient/adverse/dangerous)	- 50
3	Poor (highly insufficient/adverse/dangerous)	- 75
2	Very poor (extremely insufficient/adverse/dangerous)	- 100

Assessment score lower than 6

An assessment score of lower than 6 is possible for example if a solution offered fails to comply with the current state of the art or knowledge, and the Tenderer consequently offers an obsolete product or method while better alternatives are available. Granting an assessment score lower than 6 can also be justified if:

- A method offered by the Tenderer entails risks that are difficult to control
- What has been requested within the context of the MEAT assessment has not been addressed or has been addressed insufficiently.

schedule 7: MEAT table and MEAT spreadsheet

The following criteria are applied when assessing which tenderer has submitted the most economically advantageous tender with the best price-quality ratio:

1. The neutralised present value
2. The CO₂ target level
3. DuboCalc (ECI Value)
4. Local Environment Management Plan
5. Risk Management Plan

Re. 1 The neutralised present value

The neutralised present value is calculated as described in paragraph 7.7.2 of these Guidelines, under "point a)".

Re. 2 The CO₂ target level

The Contracting Authority aims to reduce the CO₂ emission in the performance of infrastructural works. This can only be realised through and with the active commitment of the Candidates. The Contracting Authority has opted to use a framework in which the Candidates that contribute to this CO₂ target during performance are given an advantage in the awarding of the tender. If a Candidate opts to contribute to the Contracting Authority's CO₂ target, the Tenderer can make a choice from five CO₂ target levels. The higher the Tenderer's CO₂ target level, the higher the notional reduction of the tender price. The selected CO₂ target level does not have to be pursued until after the Commencement Date. During the term of the DBFM Agreement, the Contractor will be required to demonstrate annually that further performance will at least meet the CO₂ target level that was offered. This can be done in two ways:

- a. By submitting supporting documents showing that the Agreement was performed in accordance with the criteria laid down in the tables included in paragraph II.1 CO₂ performance ladder; or
- b. By submitting a "CO₂ Bewust" (CO₂ Aware) certificate in keeping with the presented CO₂ target level. If the Contractor is a consortium of companies, each participant in the consortium must submit a CO₂ Aware certificate that is at least in keeping with the presented CO₂ target level.

Re. 3 DuboCalc

The elaboration of this criterion is included in schedule 7.2 of these guidelines.

Re. 4 Local Environment Management Plan

The elaboration of this criterion is included in schedule 7.3 of these guidelines.

Re. 5 Risk Management Plan

The elaboration of this criterion is included in schedule 7.4 of these guidelines.

The elaboration of these criteria is included in the MEAT criteria Table in this schedule 7.

Table MEAT criteria Blankenburg Connection Project

Criterion	Sub-criterion	Points of Attention ¹	Client Objective
1. Local Environment Management Plan (quality criterion)	1.1 Stakeholder Management	<ul style="list-style-type: none"> - Vision - Strategy - Elaboration of issues - Analysis of relevant stakeholders and their interests - Concrete measures - Organisation, monitoring and adjustment 	Retain and where possible improve support for the Blankenburg Connection (BBC) Project
	1.2 Limiting the duration and intensity of construction nuisance	<ul style="list-style-type: none"> - Type of nuisance, location, cause and effect - Nuisance affecting each stakeholder - Measures (preventing or limiting nuisance) - Effects of measures - Monitoring and improving measures on this basis 	Stakeholders experience as little inconvenience from the Work as possible
	1.3 Traffic nuisance for road users of RWS Infrastructure	Lost vehicle hours (<i>calculated using the Blankenburg Connection Traffic Nuisance Calculation Model</i>)	Users of the Motorway experience as little inconvenience during construction as possible
2. Risk Management Plan (quality criterion)	Client risk 2.1	The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.1 formulated by the Contracting Authority.	The management of these Client Risks in cooperation with the Contractor.
	Client risk 2.2	The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.2 formulated by the Contracting Authority.	The management of these Client Risks in cooperation with the Contractor.
	Client risk 2.3	The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.3 formulated by the Contracting Authority.	The management of these Client Risks in cooperation with the Contractor.
	Client risk 2.4	The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.4 formulated by the Contracting Authority.	The management of these Client Risks in cooperation with the Contractor.
	Client risk 2.5	The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.5 formulated by the	The management of these Client Risks in cooperation with the Contractor.

¹ The points of attention show which aspects the Contracting Authority will focus on in the assessment of the criterion or the sub-criterion. These may be further described in a text if so desired. The table serves to provide an overview of the relevant aspects.

		Contracting Authority.	
	Client risk 2.6	The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.6 formulated by the Contracting Authority.	The management of these Client Risks in cooperation with the Contractor.
	Client risk 2.7	The extent to which the whole of the strategic approach and the risk management measures reduce Client risk 2.7 formulated by the Contracting Authority.	The management of these Client Risks in cooperation with the Contractor.
	Client risk 2.8	The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.8 formulated by the Contracting Authority.	The management of these Client Risks in cooperation with the Contractor.
3. CO ₂ target level 1		See paragraph 7.1 of these Tendering Guidelines for a more detailed description of the CO ₂ target levels. CO ₂ target level 1 or, as the case may be 2, 3, 4, 5 leads to a notional reduction of the tendering amount of 1 or, as the case may be, 2, 3, 4, 5%.	The Contracting Authority aims to reduce CO ₂ emissions during the performance of infrastructural works.
4. DuboCalc (performance criterion)		ECl value calculated using DuboCalc.	Limiting the environmental impact caused by the choice of materials and method of work with the aid of DuboCalc.

MEAT spreadsheet

Criterion	Sub-criterion	Maximum Quality Value (€)	Assessment Score	Achieved Quality Value (€)	Totals (€)
1. Local Environment Management Plan (quality criterion)	1.1 Stakeholder Management	20,000,000			
	1.2 Limiting the duration and intensity of construction nuisance	30,000,000			
2. Risk Management Plan (quality criterion)	2.1 Client risk 2.1	21,000,000			
	2.2 Client risk 2.2	30,000,000			
	2.3 Client risk 2.3	20,000,000			
	2.4 Client risk 2.4	19,000,000			
	2.5 Client risk 2.5	20,000,000			
	2.6 Client risk 2.6	17,000,000			
	2.7 Client risk 2.7	25,000,000			
	2.8 Client risk 2.8	33,000,000			
Quality value quality criteria 1.1, 1.1, 2.1, and 2.2 to 2.8, inclusive					
Quality value 1.3 Traffic nuisance for road users of RWS Infrastructure					
Quality value CO ₂ target (1, 2, 3, 4 or 5%) of the neutralised present value					
Quality value performance criterion 3 DuboCalc: (Reference ECI (47.6 M€) – tendered ECI value (in €) / 26.2) x 50,000,000 (with a maximum of 50,000,000)					

Total quality value	
Neutralised present value	
Notional tender price	(Neutralised present value minus the Total quality value)

Quality criteria, performance criteria and maximum quality value

The spreadsheet distinguishes between quality criteria and performance criteria. For a performance criterion the quality value achieved is calculated directly, i.e. without a quality assessment, by multiplying the performance units included in the tender by the value per performance unit. This is not possible for quality criteria, and the achieved quality value is identified on the basis of a score. The maximum achievable quality values are given in the MEAT calculation sheet. These are shown at the sub-criterion level.

Achieved Quality Value

A score is awarded for each criterion or sub-criterion for which the maximum quality value is shown. The maximum quality value is assigned for the score 10. The relationship between 'Score' and 'Achieved Quality Value' is otherwise linear. The table below contains the overview of the scores with the accompanying quality values. The table below, under "Rating" describes the degree of "added value" associated with a specific score.

Assessment of Risks

The Contracting Authority assigns a rating to each risk for the extent to which the risk management measures contribute to minimising the relevant risks.

When rating the risks, the Contracting Authority takes account of the following points of attention:

- The insight into the nature of the Project demonstrated by the Candidate when setting out the risk management measures;
- The relevance and viability of the risk management measure;
- The extent to which the strategic approach and risk management measures contribute to minimising the risk;
- The substantiation and the quality of the elaboration (the better substantiated, convincing and the more SMART it is, the better the score it will achieve).

If a Candidate proposes the exact same measure several times (for different risks), this will not automatically lead to the same or a better score. The Contracting Authority will look at the insight shown by the Candidate and the substantiation of the proposed measures for the relevant risk. Proposing the same measure several times does not necessarily demonstrate superior insight. Nonetheless, for the sake of completeness, the Candidate must list measures that are relevant for multiple risks again, separately with each risk for which it is relevant, so that the different risks can be assessed independently of each other.

Total Quality Value Table

The relationship between the assessment score, rating and quality value for all quality criteria is as follows:

Assessment Score	Rating (extent to which added value is delivered)	% of the Maximum Quality Value
10	Excellent (much significant added value)	100
9	Very good (significant added value)	75
8	Good (more than sufficient to significant added value)	50
7	Satisfactory (sufficient added value)	25
6	Neutral (no or little added value)	0
5	Unsatisfactory (partially insufficient/adverse/dangerous)	- 25
4	Less than unsatisfactory (more than insufficient/adverse/dangerous)	- 50
3	Poor (highly insufficient/adverse/dangerous)	- 75
2	Very poor (extremely insufficient/adverse/dangerous)	- 100

The linear relationship: 'Achieved quality value' = ('Score' – 6)/4 * 'Maximum quality value'.

Assessment score lower than 6

Assessment scores of lower than 6 are possible if a criterion does not build on a requirement and furthermore it is not expressly provided for that a “knock-out” applies to this criterion. An assessment score of lower than 6 is possible for example if a solution offered fails to comply with the current state of the art or knowledge, and the Tenderer consequently offers an obsolete product or method while better alternatives are available. Granting an assessment score lower than 6 can also be justified if:

- A method offered by the Tenderer entails risks that are difficult to control
- What has been requested within the context of the MEAT assessment has not been addressed or has been addressed insufficiently.

In case a 'knock out' applies for an insufficient score, the Contracting Authority will state expressly to which sub-criterion or part this applies and from what score rejection will apply (for example in case of a 4 or lower). Naturally this can apply for more than one sub-criterion.

Note: A criterion that serves to encourage a performance that is better than an express requirement from the tender specification or Schedule of Requirements, and the tender fails to comply with that requirement, is not subject to a 'knock-out' but rather constitutes an invalid tender. Rejection should be based thereon. Granting an assessment score no longer applies in such cases. Also in the event a criterion concerns a set of coherent requirements, failure to comply with one of the (basic) requirements from the tender specification already leads to rejection (without a MEAT assessment being granted).

schedule 7.1: CO₂ reduction target level

CO2 TARGET LEVEL 1					
	<i>Sub-criterion</i>	<i>Point for attention</i>		<i>Sub-criterion</i>	<i>Point for attention</i>
1 A	Energy consumption	1. Identification and analysis of anticipated and actual energy flows for the project will take place.	1B	Energy reduction	1. The Tenderer demonstrably investigates the possibilities of reducing the project's energy consumption.
		2. All of the projects anticipated and actual energy flows are demonstrably charted.			2. The Tenderer draws up an up-to-date energy audit report for the project.
		3. This list will be regularly followed up and adapted during the course of the project.			
	<i>Sub-criterion</i>	<i>Point for attention</i>		<i>Sub-criterion</i>	<i>Point for attention</i>
1 C	Communication	1. The Tenderer demonstrably communicates internally on an ad-hoc basis on the energy reduction policy of the project.	1D	CO ₂ reduction initiatives	1. The Tenderer is able to demonstrate that it is aware of sector and/or supply chain initiatives in the area of CO ₂ reduction that are relevant to the project.
		2. The Tenderer demonstrably communicates externally on an ad-hoc basis on the energy reduction policy of the project.			2. The project manager is familiar with the sector and supply initiatives and their relevance to the project.

CO ₂ TARGET LEVEL 2					
	<i>Sub-criterion</i>	<i>Point for attention</i>		<i>Sub-criterion</i>	<i>Point for attention</i>
2A	Energy consumption	1. All of the projects anticipated and actual energy flows are quantitatively charted.	2B	Energy reduction	1. The Tenderer formulates a qualitatively specified objective to reduce energy and has stipulated measures for the project.
		2. The complete list will demonstrably be regularly followed up and adapted during the course of the project.			2. The Tenderer formulates a specified objective for the use of alternative fuels and/or the use of green power on the project.
		3. The Tenderer draws up an up-to-date energy audit report for the project.			3. The energy and reduction objective and the accompanying measures are documented, implemented and communicated to all employees of the Tenderer involved in the project.
	<i>Sub-criterion</i>	<i>Point for attention</i>		<i>Sub-criterion</i>	<i>Point for attention</i>
2C	Communication	1. The Tenderer communicates structurally internally on the project energy policy. The communication at least includes the project energy policy and reduction targets.	2D	CO ₂ reduction initiatives	1. The Tenderer demonstrably investigates the possibilities of implementing project-specific measures arising from relevant initiatives in the project.
		2. The Tenderer realises an effective CO ₂ reduction management cycle with assigned responsibilities for the project.			
		3. The Tenderer will identify the external stakeholders for the project.			

CO ₂ TARGET LEVEL 3					
	<i>Sub-criterion</i>	<i>Point for attention</i>		<i>Sub-criterion</i>	<i>Point for attention</i>
3A	Energy consumption	1. The Tenderer will draw up a report on a. the anticipated scope 1 & 2 emissions of the entire project, and b. the detailed current emission inventory (or overview, list) for the actual scope 1 & 2 emissions of the project, in conformity with the Product Standard GHG protocol.	3B	Energy reduction	1. The Tenderer formulates a quantitative reduction objective for scope 1 & 2 emissions of the project, expressed in absolute numbers or percentages in relation to a reference and within a given time frame and has drawn up an accompanying action plan, including the measures to be taken.
		2. The emission inventory from 3A-1b of the project is verified by a CI with at least a limited degree of certainty.			2. The Tenderer makes use of an energy management programme/system (in conformity with EN16001 or equivalent) in the project.
	Sub-criterion	Point for attention		Sub-criterion	Point for attention
3C	Communication	1. The Tenderer communicates structurally internally and externally on the CO ₂ footprint (scope 1 & 2 emissions), the quantitative reduction target (or targets) and the measures in the project. Communication covers at least the energy policy and the reduction targets of the project, options for an individual contribution, information about the current energy consumption and trends in the project.	3D	CO ₂ reduction initiatives	1. The Tenderer demonstrates that the project includes specific measures derived from a sector or chain initiative concerning CO ₂ reduction.

		2. The Tenderer draws up a documented internal and external communication plan including the tasks, responsibilities and means of communication that have been laid down.			
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CO ₂ TARGET LEVEL 4					
	<i>Sub-criterion</i>	<i>Point for attention</i>		<i>Sub-criterion</i>	<i>Point for attention</i>
4A	Energy consumption	1. The Tenderer will demonstrate that it has a clear understanding of the anticipated most material emissions from scope 3 of the project and demonstrates the CO ₂ emission per unit for one of the project's most material deliveries (products or services).	4B	Energy reduction	1. See 3.B.1. for scope 1 and 2 emissions. Based on the information about the anticipated most material emissions from scope 3 of the project, the Tenderer formulates a related CO ₂ reduction target and has drawn up an accompanying action plan, including the measures to be taken. The target is expressed as an absolute number or percentage in relation to a reference and within a set time period.
		2. The Tenderer draws up a quality management plan for the project inventory (see chapter 10 Product Standard GHG protocol).			2. The Tenderer reports periodically (internally and externally) on the progress made with the project targets.
	<i>Sub-criterion</i>	<i>Point for attention</i>		<i>Sub-criterion</i>	<i>Point for attention</i>
4C	Communication	1. The Tenderer is able to demonstrate that it maintains a regular dialogue (at least twice a year) with stakeholders in the government and NGOs, among others (at least 2) on its CO ₂ reduction target and will maintain measures in the project.	4D	CO ₂ reduction initiatives	1. The Tenderer will demonstrate that it is the initiator of the innovative CO ₂ reduction measures being operated in the project by binding the company name to the initiative in

		<p>2. The Tenderer is able to demonstrate that the points of concern about the project formulated by the government and/or NGO have been identified and addressed*.</p> <p>* 4C 1. & 2. apply to large, long-term projects; if this is not the case, the provisions under 3C apply at ambition level 4.</p>			<p>the project, through publications and through confirmation of stakeholders.</p>
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CO ₂ TARGET LEVEL 5					
	<i>Sub-criterion</i>	<i>Point for attention</i>		<i>Sub-criterion</i>	<i>Point for attention</i>
5A	Energy consumption	1. The Tenderer will annually establish the scope 1 & 2 emissions in accordance with the GHG Protocol and/or ISO14064-1 of the providers of some of the most material deliveries (products or services) for the project.	5B	Energy reduction	1. The Tenderer periodically reports its emission inventory of scope 1, 2 & 3 related CO ₂ emissions (internally and externally) as well as the progress made with the reduction targets.
		2. The emission inventory of the suppliers is verified by one or more different accreditation bodies with at least a limited degree of certainty.			2. The Tenderer succeeds in achieving the reduction targets.
	<i>Sub-criterion</i>	<i>Point for attention</i>		<i>Sub-criterion</i>	<i>Point for attention</i>
5C	Communication	1. The Tenderer structurally communicates externally on how the project functions as an open test ground for innovations or innovative measures.	5D	CO ₂ reduction initiatives	1. The Tenderer uses the project as an open test ground for carrying through innovations or innovative measures. The Tenderer is able to present a description of the intended CO ₂ emission reduction resulting from the measure in the project.
		2. The Tenderer communicates structurally (at least twice a year) internally and externally on the CO ₂ footprint (scope 1, 2 & 3) and quantitative reduction targets in the project. Communication covers at least the energy policy and the reduction targets of the project, options for an individual contribution,			2. The innovations or innovative measures are commented upon in a professional manner by a knowledge institute recognised as being competent and independent.

		information about the current energy consumption and trends in the project.			
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schedule 7.2: DuboCalc

A. MEAT criterion environmental impact of material use, working methods and energy consumption (DuboCalc)

1. Description of environmental impact of material use, working methods and energy consumption criterion

The Contracting Authority wishes to have the Infrastructure built and kept available sustainably. Rijkswaterstaat regards sustainability as an important aspect in the performance of its social tasks. This means that, where possible, sustainable development is encouraged in the supply chain.

Tenderers can use the DuboCalc calculation program to calculate the environmental impact resulting from the choice of materials and working methods and energy consumption. Using the calculation program, the magnitude of the Environmental Costs Indicator (ECI) value is calculated with euros as unit. The ECI value is a measure of the environmental impact of a groundwork, road building and hydraulic engineering (GRHE) project. The lower the ECI value, the less the environmental impact.

DuboCalc is a lifecycle analysis (LCA)-based software tool for quantitatively determining the environmental impact (greenhouse effect, human toxicity, eutrophication, acidification, ozone layer depletion, ecotoxicity, etc.) of the material and energy consumption of a GRHE work. The aspects that determine this environmental value include: the extraction and production of materials, the building of the infrastructure, energy consumption, maintenance work on the infrastructure and the environmental impact of demolishing and disposing of materials.

2. Requirements for DuboCalc

The Tenderer should provide insight into the environmental impact caused by the choice of materials and working methods in the Development Phase and the energy consumption in the Availability Period, expressed as the Environmental Cost Indicator value calculated using the DuboCalc calculation program. DuboCalc software 4.01.1 with DuboCalc library 4.03 is the version on which the Tenderer is to base its Tender. The Tenderer should download the DuboCalc calculation program at www.dubocalc.nl.

The said version will be used until the Completion Date. For the purpose of obtaining a Completion Certificate the ECI value realised must be demonstrated.

The Tenderer is to calculate the Environmental Cost Indicator value for the objects included in the table below for which the Tenderer must use the document "Protocol for the use of DuboCalc for Sustainable RWS Procurement" (Contractor version, V23, dated 01-04-2016) and the "FAQ DuboCalc Calculation Program" (December 2014).

2.1 Scope of materials

The data to be entered into DuboCalc by the Tenderer must be related to the selection of objects in Schedule 9.1 paragraph 2.1 (RWS Infrastructure Objects within the RWS Area) as

described in this paragraph.

- For the Motorways object:
 - Superstructure
- For the Civil Engineering Works object:
 - Droespolderweg viaduct overpass Pipeline Right of Way (KW21)
 - A15 Maasvlakte Motorway-A24 Motorway viaduct (KW22)
 - A24 Motorway - A15 Benelux intersection Motorway viaduct (KW23)
 - Viaduct Trentweg Oost (KW25)
 - Viaduct Hoekse Lijn (KW06)
 - Viaduct Maassluisdijk (KW07)
 - Viaduct Droespolderweg (KW11 A24)
 - A24 Motorway - A20 Maassluis Motorway underpass (KW01)
 - A20 Maassluis Motorway - A20 Kethelplein Motorway underpass (KW02)
 - Tunnel with the exception of the Tunnel Service Building

In addition, all earth that is supplied to and removed from the Area for performing Work on the Infrastructure must be entered. Earth also include the following non-exhaustive manifestations such as sand, gravel and rubble, as well as materials that are used as earth substitutes, which:

- are excavated, dredged, transported or supplied in some other way (via a depot or otherwise) in support of the project; or
- originate from the project and are removed (via a depot or otherwise) to beyond the project's perimeters.

The distance the earth is transported to be used in the calculation is the distance to be covered by the mode of transportation (which includes pipelines) from the exact geographical location of origin of the materials to the project's boundary, or, if earth is removed from the site, from the project's boundary to the exact geographical location of the final destination, whereby a minimum distance of 1 km must be used in the calculation.

The Contractor does not need to include earth that is relocated within the project's boundaries in the calculation.

The project life cycle for the DuboCalc calculation should be 100 years.

The following items are excluded from the DuboCalc calculation:

- materials/plant and equipment used to make construction work possible (e.g., building cranes and scaffolding);
- materials for temporary structures, auxiliary structures and formwork, with the exception of temporary sheet pile walls and support beams;
- the mechanical engineering and electrical engineering installations;
- geofabrics.

2.2 Scope of the energy performance

The scope of the energy performance includes all of the energy consumption related to the RWS Infrastructure calculated over a year during the Operating Phase for the objects listed below from Schedule 9.1 paragraph 2.1 (RWS Infrastructure Objects within the RWS Area): Tunnel.

All energy carriers, such as electricity, (natural) gas, heating oil and diesel oil, fall within the scope. The electricity consumption must be submitted as 'grey' electricity. For the detailed calculation, the following principles should be used:

- 50 hours of fans running at full capacity per year during the Operating Phase.

- 125 hours of pumps running at full capacity per year during the Operating Phase.
- 70% of the maximum lighting capacity for lighting the Vehicular Tube throughout the entire year.
- 40% of the maximum lighting capacity for lighting the entry of the Access Ramp throughout the entire year.
- other systems as always on in the Operating Phase.

The Tenderer is not permitted to compensate energy performance by means of generating energy.

2.3 Use of new or deviating items (materials and processes) not incorporated into the DuboCalc Library

If an item is not included in, or deviates from the DuboCalc Library, the possibility exists for the Tenderer to carry out the ECI calculation of the new or deviating item with the aid of data that (as yet) is not included in the prescribed version of the DuboCalc Library.

The ECI-calculation of the new or deviating item should be prepared and tested in accordance with the SBK (Construction Quality Foundation) procedure specified in respect of Category 1 and 2 data. This procedure consists of:

- a) An LCA is formulated in accordance with the current “Bepalingsmethode Milieuprestaties Gebouwen en GWW-werken” [Determination method for environmental performance of buildings and groundwork, road and hydraulic engineering projects];
- b) The LCA should be established no later than 1 year after the Date of Agreement. This means the findings of the assessor have been processed. The assessor should be an LCA expert included in the currently effective “Lijst van LCA-deskundigen die door SBK als toetsers erkend zijn voor het toetsen van categorie 1 en 2 data ten behoeve van opname in de Nationale Milieudatabase” (List of LCA experts recognized as assessor by SBK for testing category 1 and 2 data for the purpose of inclusion in the National Environmental Database). Furthermore, evidence must be provided in the form of a declaration from the verifying authority confirming that the LCA drawn up for the new items satisfies the requirements in relation to category 1 and 2 data. Alternatively, this evidence will also be deemed to have been provided if the SBK agrees to include the new items in the GWW National Environmental Database within 1 year after the Date of Agreement.

The documents describing the procedure to be followed can be found on the SBK site under the basic information tab: <https://milieudatabase.nl/index.php?id=basisinformatie>.

3. Requirements for the deliverable product

For the purposes of this section the Tenderer should complete and submit the following:

1. The Environmental Cost Indicator value calculated with DuboCalc for the scope set out above (0 decimal points);
2. An overview of the construction of the calculation on the basis of the DuboCalc report “Projectoverzicht beknopt” (Project overview summary);
3. Substantiation for the annual energy consumption during the Availability Period put forward by the Tenderer;
4. If a new or deviating item is used, an LCA report to substantiate the ECI value of that item and a specification of the contribution of the new item to the overall presented ECI value.

4 Method of assessment DuboCalc

The Contracting Authority will assess the documents to be submitted first and foremost on the basis of validity.

The maximum notional reduction for the tender price included in the assessment of the Tender in this section is € 50,000,000 (fifty million euro) (the MEAT amount for this section).

The notional reduction that the Tenderers are given with their final Tenders is calculated as follows:

- for a presented ECI value of € 21,400,000 (ECI value of Green Design) or less, a notional reduction of 50,000,000 is applied;
- for a presented ECI value of € 47,600,000 (ECI value of Reference Design) or more, no notional reduction is applied;
- for a presented ECI value between € 21,400,000 and € 47,600,000 a linear notional reduction is applied.

The amounts of the notional deduction are rounded off to the closest amount in whole euros, where a sum of 0.5 euro or more is rounded off upwards and an amount of less than 0.5 euro is rounded off downwards.

The presented ECI value may be departed from after the contract is awarded provided that the ECI value for this work is less than or equal than the presented ECI value.

B. DuboCalc incorporation into the DBFM Agreement

The Environmental Cost Indicator values calculated by the Tenderer (being the ECI values in euros presented by the Tenderer in its Tender) will be included in Schedule 2 (Payment Mechanism), paragraph 8.2 (Exceeded ECI) of the DBFM Agreement.

The structure of the calculation based on the report "Projectoverzicht beknopt" [Concise Project Overview] from DuboCalc, and the energy consumption during the Availability Period submitted by the Tenderer, will be included in Schedule 8 (Qualitative part of the Tender) of the DBFM Agreement.

If it concerns the use of a new item, the LCA report submitted by the Tenderer will be included in Schedule 8 (Qualitative part of the Tender) of the DBFM Agreement.

schedule 7.3: Local Environment Management Plan

1. Description

The Contracting Authority wishes to ensure that the interests of stakeholders and the Contracting Authority are maximally recognised and supported, as a result of which administrative and other support for the project will be maintained and where possible enhanced.

In addition, the Contracting Authority wishes to ensure that the RWS Infrastructure road and waterway users experience as little inconvenience from the Work as possible.

The Contracting Authority also wishes to minimise the duration and intensity of the construction nuisance (or experienced nuisance) to the environment and stakeholders caused by the Work.

2. Requirements and content of Local Environment Management Plan

This criterion results in a Local Environment Management Plan that must meet the following requirements:

- It contains a single chapter focused on sub-criterion 1.1 Stakeholder Management. This chapter contains of a maximum of 10 pages.
- It contains a single chapter on sub-criterion 1.2 Limiting the duration and intensity of construction nuisance. This chapter contains a maximum of 6 pages.
- It contains a single chapter focused on sub-criterion 1.3 Traffic nuisance for road users of RWS Infrastructure.
- The chapters must be readable on a stand-alone basis and form a cohesive, integral whole without being mutually contradictory.
- Exclusive of front and back cover.
- Paper format is A4.
- Verdana font, size 9.
- Line spacing of at least 1.
- Full page with margins of at least 2 cm on top, below, left and right.
- The Local Environment Management Plan builds onto the philosophy and principles described in the "Blankenburg Connection Project Participation and Communication Plan" stored in the Data Room.

Sub-criterion 1.1 Stakeholder Management

With this section the Contracting Authority is setting out to challenge the Tenderers to provide a SMART description of how the interests of the stakeholders and the Contracting Authority will be maximally recognised and supported in the period from the Date of Agreement to the Expiry Date.

In this Stakeholder Management Plan, the Contracting Authority expects at a minimum:

- The vision and strategy regarding stakeholder management for this project.
 - o The Tenderer should describe its stakeholder management vision and clarify the aims that it seeks to achieve with this vision and how the interests of the Contracting Authority and the stakeholders are thus recognised and supported.
 - o The Tenderer should describe its strategy and clarify how its vision and aims are translated into concrete results and milestones and how the interests of the Contracting Authority and the stakeholders are thus recognised and supported.
- An analysis of the stakeholders and their interests in relation to this project. In particular, the interests of relevant stakeholders in the following three issues:
 - o Issue 1: keeping the Scheur River open to shipping in relation to the Work

- o Issue 2: keeping the underlying road network accessible between exit 13 and exit 15 of the A15
- o Issue 3: coordinating the Work in relation to activities performed in the context of the region's Quality Programme
- Measures: concrete measures (in general and in relation to these issues) taken on the basis of the identified interests. This could include improvements to the design, phasing and communication.
- The organisation created to shape stakeholder management and how the Contractor will have the stakeholder management monitored and adjusted.

To meet the above requirements the Tenderer is permitted to make proposals consisting of physical and procedural measures for the RWS Infrastructure and Third-Party Infrastructure.

For the elaboration of this criterion the Tenderer may not propose any measures that will have to be taken by parties other than the Tenderer itself, or on which the effectiveness depends on measures to be taken by parties other than the Tenderer.

Sub-criterion 1.2 Limiting the duration and intensity of construction nuisance

With this section the Contracting Authority is setting out to challenge the Tenderers to prevent or minimise the intensity and duration of the construction nuisance in the period from the Commencement Date to the Completion Date. At least the time of the Work must be taken into account. The criterion does not concern nuisance to road users (within the meaning of sub-criterion 1.3).

In the chapter focused on this sub-criterion 1.2, the Contracting Authority expects at a minimum:

- i. a specification of the causes of construction nuisance broken down by the type of nuisance caused directly or indirectly by the Work, including noise, construction flows, light/visibility, air/dust/sand, pollution, vibration, damage. A specification of the consequences broken down by the type of nuisance and construction location must also be given;
- ii. A description of which stakeholders are affected by each type of nuisance;
- iii. Measures designed in a SMART way that can be taken to prevent or minimise the nuisance, and avoid damage caused by the Work;
- iv. A description and substantiation of the effects of the proposed measures and how they will be monitored and the measures adjusted;
- v. A description of which stakeholders are affected by each type of nuisance once the measures have been put in place.

To meet the above requirements the Tenderer is permitted to make proposals consisting of physical and procedural measures for the RWS Infrastructure and Third-Party Infrastructure.

For the elaboration of this criterion the Tenderer may not propose any measures that will have to be taken by parties other than the Tenderer itself, or on which the effectiveness depends on measures to be taken by parties other than the Tenderer.

1.3 Traffic nuisance for road users of RWS Infrastructure

With this provision the Contracting Authority wishes to limit the nuisance caused to road users by the Work. This criterion pertains to traffic nuisance on RWS Infrastructure during the period starting on the Commencement Date and ending on the Completion Date.

The Tenderer is asked to calculate the number of lost vehicle hours for the Blankenburg Connection route using the "*Blankenburg Connection Traffic Nuisance Calculation Model - A.100.xls*" available in the Data Room for the period from the Commencement Date to the Completion Date. The

Tenderer must enter only the (traffic) measures that it will be taking itself (including traffic stops) outside the WHT Table (Workable Hours Table) and CHT Table (Designated Closure Hours Table), as well as the full closures for traffic on RWS Infrastructure.

The manner in which measures must be defined and entered, is described in *"Explanatory Notes to the Blankenburg Connection Traffic Nuisance Calculation Model - A.100.docx"*. This document is included in the Data Room.

If the Tenderer wishes to take measures that do not yet form part of the *Blankenburg Connection Traffic Nuisance Calculation Model*, the Tenderer will be permitted to submit a request to the Contracting Authority to add the measure in question as an input variable to the *Blankenburg Connection Traffic Nuisance Calculation Model*. With the Contracting Authority's approval, a version of the *Blankenburg Connection Traffic Nuisance Calculation Model* amended exclusively for that Tenderer on this point will be made available.

The input and output of the *Blankenburg Connection Traffic Nuisance Calculation Model* must be delivered in digital and hard copy form as a schedule to the chapter focused on 1.3 Traffic nuisance for road users of RWS Infrastructure. The hard copy is leading in case of variances between these versions.

A number of the measures entered by the Tenderer into the *Blankenburg Connection Traffic Nuisance Calculation Model* could give rise to an Availability Adjustment. To guarantee that the Work can be carried out free of penalties, the Tenderer can make a request to be granted 'No-penalty Closures'.

The Tenderer must coordinate the desired number of No-penalty Closures with the Contracting Authority. These No-penalty Closures for the Blankenburg Connection route must correspond to the input into the *Blankenburg Connection Traffic Nuisance Calculation Model*. The Tenderer should include the number of No-penalty Closures in the worksheet "Boetevrije afsluitingen AD-VD" [No-penalty Closures AD-BD] of the *Blankenburg Connection Traffic Nuisance Calculation Model*.

The Contracting Authority is not responsible for honouring applications for traffic measures and road closures. Tenderers should therefore make allowance for the possibility that the road authority will not honour the applications. This applies also to traffic measures in keeping with the *Blankenburg Connection Traffic Nuisance Calculation Model*. Requests for traffic measures not being honoured cannot be treated as a Supervening Event within the meaning of the DBFM Agreement.

3. Local Environment Management Plan method of assessment

The maximum notional reduction included in the assessment of the Tender for this section is € 70,000,000.

This maximum notional reduction is divided as follows over the above-referenced sections of this criterion:

- 1.1 Stakeholder management: € 20,000,000
- 1.2 Limiting the duration and intensity of construction nuisance: € 30,000,000
- 1.3 Traffic nuisance for road users of RWS Infrastructure: € 20,000,000

Re. 1.1: Stakeholder Management

The assessment is based on the overall image of the quality of the proposed description of stakeholder management, and the analysis and elaboration of the three issues. This is a situation in which the interests of stakeholders and the Contracting Authority are maximally recognised and

supported, as a result of which administrative and other support will be maintained and stakeholder satisfaction with the project will be enhanced.

Account will be taken in the assessment of the extent to which the proposal:

- forms a logical, consistent and SMART whole;
- is likely to be effective;
- is described in terms of unambiguous and concrete contractual obligations.

Re. 1.2: Limiting the duration and intensity of construction nuisance

This criterion will be used to assess the extent to which the duration and intensity of the construction nuisance caused to stakeholders will be minimised or prevented in the period from the Commencement Date to the Completion Date.

The quality aspect will be assessed on the basis of:

- The proposed measures and their anticipated effects on limiting the duration and intensity of the nuisance;
- The manner in which the interests of the stakeholders are taken into account;

Account will be taken in the assessment of the extent to which the proposal:

- forms a logical, consistent and SMART whole;
- is likely to be effective;
- is described in terms of unambiguous and concrete contractual obligations.

Re. 1.3: Traffic nuisance for road users of RWS Infrastructure

The notional reduction that the Tenderers are given with their Tenders is calculated as follows:

- A notional reduction of € 20,000,000 is made for a total number of lost vehicle hours of 400,000 or fewer;
- No reduction is applied for a total number of lost vehicle hours of 1,000,000 or more;
- A linear reduction is applied for a total number of lost vehicle hours between 400,000 and 1,000,000.

The amounts are rounded off to the nearest amount in whole euros, where a sum of 0.5 euro or more is rounded off upwards and an amount of less than 0.5 euro is rounded off downwards.

Should it emerge at a later date that the Selected Tenderer has not correctly operated the prescribed *Blankenburg Connection Traffic Nuisance Calculation Model*, the Preferred Tenderer and/or the Contractor must make improvements to optimise its approach in order to achieve the same number of lost vehicle hours as when the prescribed calculation model is correctly operated.

4. Incorporation into the DBFM Agreement

The chapter focused on 1.1 Stakeholder Management will be included in Schedule 8 (Qualitative part of the Tender) of the DBFM Agreement. The Contracting Authority reserves the right to not include parts of the Stakeholder Management Plan in Schedule 8 (Qualitative part of the Tender) of the DBFM Agreement.

The chapter focused on 1.2 limiting the duration and intensity of construction nuisance and the specified measures it contains will be included in Schedule 8 (Qualitative part of the Tender) of the DBFM Agreement. The Contracting Authority retains the right to not incorporate certain measures or parts of measures in Schedule 8 (Qualitative part of Tender) of the DBFM Agreement.

The chapter focused on 1.3 Traffic nuisance for road users of RWS Infrastructure is incorporated into the DMFM Agreement as follows:

- Schedule 2 (Payment mechanism), paragraph 8.1 (Exceeding the total number of lost vehicle hours) of the DBFM Agreement states the number of lost vehicle hours calculated by the Tenderer;
- Schedule 2 (Payment Mechanism), paragraph 2.5 (Nuisance scope) of the DBFM Agreement shows the number of No-penalty Closures in the tables that the Tenderer mentioned in section 2.2 and in the worksheet "No-penalty Closures AD-BD" of the *Blankenburg Connection Traffic Nuisance Calculation Model*.

schedule 7.4: Risk Management Plan

1. Description

Pursuant to section 7.2 of the Guideline, the Risk Management Plan forms part of the Tender to be submitted.

In the Tendering Phase, the Tenderer is expected to show the Contracting Authority, by means of the Risk Management Plan, that it is capable of minimising Project risks through means of a strategic approach and effective risk management measures.

2. Requirements and content of Risk Management Plan

For each risk identified by the Contracting Authority, the Tenderer in its Risk Management Plan must identify what its strategic approach concerning that risk entails and the risk management measures it will take to minimise this risk, as well as the effect of the proposed strategic approach and risk management measures. The Contracting Authority has listed the Client Risks in Table 1 of this schedule.

a) Strategic approach

The Tenderer describes its vision with regard to minimising the risk concerned. As part of this, the Tenderer shall prepare an analysis of the factors that are crucial to minimising the risk concerned.

b) Risk management measures

For each risk, the Tenderer describes - as specifically and accurately as possible - which risk management measures it will be taking to minimise that risk and what impact the application of those risk management measures will have on minimising the risk concerned.

The Tenderer must translate each risk management measure in the Risk Management Plan into an unambiguous and specific requirement. The Tenderer must use the format below for this, and provide the requested information for each risk management measure. The requirement must be included in full for each risk management measure in the description of the relevant risk.

Requirement number:	Requirement title:	Requirement applies starting on:	Applicable until:
Clear description of the risk management measure for the Client Risk in the form of requirement text.			
Verification method			

c) Impact

For each risk, the Tenderer, as specifically and accurately as possible, must describe the impact that the application of the whole of the strategic approach and the risk management measures will have on minimising the relevant risk for the Client.

The Risk Management Plan must satisfy the Tender Documents.

The Risk Management Plan must build onto the Shortlisting Product.

Tenderers are not permitted to propose risk management measures that are contrary to the DBFM Agreement, the Transport Infrastructure (Planning Procedures) Decree, the Zoning Plan and/or risk management measures that are contrary to laws and regulations.

The Contracting Authority does not consider a commitment by the Tenderer in the Risk Management Plan "that it will assume a Client Risk" - or words to that effect - as a risk management measure.

The Tenderer may only propose risk management measures that it will undertake as the Contractor. This means that no risk management measures may be proposed that entail the combined efforts of the Contractor and the Client or third parties. The application of the risk management measures may not be contingent upon a choice to that effect by the Client or third parties.

No risk management measure may be proposed that is undertaken in the period prior to the Date of Agreement.

The strategic approach and risk management measures must be mentioned separately in the Risk Management Plan for each specified Client Risk, so that they can be assessed independently of each other. If one aspect of the strategic approach or a risk management measure is proposed for more than one risk, it must be included separately for each risk. It is possible to refer to the same figure from multiple strategic approaches or risk management measures.

The strategic approach and risk management measures submitted by the Tenderer must be consistent with the remainder of the strategic approach and control measures in the Risk Management Plan and with other documents to be submitted in connection with the tender for the Project.

3. Layout and size of the Risk Management Plan

The Risk Management Plan must contain no more than 35 pages (including appendices and excluding the front and back cover, and the table of contents).

The layout of the Risk Management Plan is subject to the following requirements:

- Paper format is A4;
- Font is Verdana;
- Font size of at least 9 points throughout the document;
- Line spacing at least 1;
- Full page with margins of at least 2 cm on top, below, left and right;
- The elaboration of each risk must be set out in a separate chapter;
- Each chapter should contain at least one separate paragraph for the strategic approach and one separate paragraph for the risk management measures;
- Each risk management measure should be given a unique number and given a requirement in accordance with the format specified in paragraph 2 of this schedule.

4. Risk Management Plan method of assessment

The Contracting Authority assesses the Risk Management Plan as follows:

4.1 Assessment for Validity

The Contracting Authority will assess the Risk Management Plan first and foremost on the basis of validity. It will do this in accordance with paragraph 2. Requirements and content of Risk Management Plan. The Contracting Authority may declare a Risk

Management Plan that does not meet the requirements invalid and exclude the Tenderer from (further) participation in the tendering procedure. That provided for in paragraph 2.3 of the Tendering and Assessment Guidelines will apply in relation to a decision to this effect made by the Contracting Authority.

If the Risk Management Plan is found to be valid, the Contracting Authority will assign a score per Client Risk.

This is an absolute assessment. This means that multiple Tenderers may obtain an equal rating for their Risk Management Plan.

4.2 Assessment of Client Risks

The Contracting Authority assesses the effectiveness of the proposed strategic approach and the proposed risk management measures on the basis of the extent to which the whole of the strategic approach and the risk management measures reduces the relevant Client risk. The smaller the risk to the Client after the whole of the strategic approach and the risk management measures have been applied, the higher the rating.

The more SMART the risk management measures are formulated, the higher the rating.

Table 1 List of Identified Client Risks

Criterion	Sub-criterion	Maximum Quality Value in Notional Euros	Achieved Quality Value in Notional Euros
2. Management of Client Risks	2.1 The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.1 formulated by the Contracting Authority. Client risk 2.1: Third-party Cables and Pipelines Category I, in accordance with Schedule 13 of the DBFM Agreement, are not relocated at the latest by the dates referred to in the Relocation Plan.		
	2.2 The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.2 formulated by the Contracting Authority. Client risk 2.2: A Tunnel Opening Permit as defined in Article 18.3 paragraph (a) sub (i) is not granted within 20 weeks after the Availability Date.		
	2.3 The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.3 formulated by the Contracting Authority. Client risk 2.3: There is a Client Change as referred to in		

	<p>Article 13.2 (b) of the DBFM agreement because the competent administrative authority grants a Tunnel Opening Permit subject to a condition that necessitates a change to the Agreement, and insofar as the Contractor has reported the relevant condition to the Client in accordance with Requirement ME_09006 and the Contractor has taken recourse against the relevant condition as may be expected from a careful Contractor.</p>		
	<p>2.4 The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.4 formulated by the Contracting Authority.</p> <p>Client risk 2.4: There is a Client Change as referred to in Article 13.2 (b) of the DBFM agreement, other than as meant in Client risk 2.3 and Client risk 2.8.</p>		
	<p>2.5 The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.5 formulated by the Contracting Authority.</p> <p>Client risk 2.5: ProRail and/or RET, for the Work related to the crossing of the Rotterdam-Hook of Holland railway line with the A24 Motorway (Hoekse Lijn), do not provide one or more of the maximum of 4 Train-free Periods (TFPs), each of a maximum duration of 51 hours, applied for by the Contractor, and furthermore also do not provide an alternative TFP of equal duration for use within a period of 4 months after the originally requested time, this insofar as the Contractor demonstrates that the application submitted by him complies with the provisions of the Agreement for this purpose, including the Implementation Agreements with ProRail.</p>		
	<p>2.6 The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.6 formulated by the Contracting Authority.</p> <p>Client risk 2.6: The Client, at the latest by the dates specified in Schedule 15 of the DBFM Agreement, has not provided access to the Contractor to the areas specified in Schedule 15 of the DBFM Agreement (<i>Exclusion from Access to RWS Infrastructure</i>).</p>		

<p>2.7 The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 2.7 formulated by the Contracting Authority.</p> <p>Client risk 2.7: The State Harbour Master refuses to grant one or more of the maximum of 7 full blockages of the waterway requested by the Contractor and promised by the State Harbour Master in support of the Work related to the crossing of the Scheur River (the sinking of the tunnel elements). Furthermore, the State Harbour Master does not provide an alternative full blockage of equal duration for use within a period of 6 weeks after the original full blockage requested by the Contractor and promised by the State Harbour Master. This insofar as the Contractor demonstrates that the application submitted by him complies with the provisions of the Agreement, including the nautical terms and conditions imposed by the State Harbour Master.</p>		
<p>2.8 The extent to which the whole of the strategic approach and the risk management measures reduces Client risk 3.8 formulated by the Contracting Authority.</p> <p>Client risk 2.8: 1. There is a Client Change as referred to in Article 13.2 (b) of the DBFM agreement (with the exception of the Contractor Schedules other than the Tunnel Convergence Phase Product):</p> <p>a. because the comments of the Tunnel Manager necessitate this change in order to implement the recommendations of the Systems & Operations Department of RWS Major Projects and Maintenance, as referred to in Requirement ME_09005 and Requirement ME_09009 of the Management Specifications;</p> <p>b. because the competent administrative authority grants an environmental permit for the Tunnel subject to a condition that necessitates a change to the Agreement.</p> <p>2. A decision of a competent administrative authority or a competent court in responding to an application, objection or appeal by a third party to withdraw, suspend or quash, possibly by means of temporary injunction, an environmental permit for the Tunnel as referred to in Article 18.3 of the DBFM Agreement, this insofar as the Contractor demonstrates that</p>		

	<p>the application submitted by him satisfies the applicable prerequisites for consideration and that the Contractor has acted to oppose, challenge or appeal the application, objection or appeal (or has legally supported the licensing authority) as may be expected from a careful Contractor.</p>		
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4. Incorporation into the DBFM Agreement

The Risk Management Plan of the Preferred Tenderer – including the risk management measures comprised within such – will be included in Schedule 8 part 1 (Risk Management Plan) of the DBFM Agreement. The Contracting Authority reserves the right not to include parts of the Risk Management Plan, including (parts of) the risk management measures, in Schedule 8 part 1 of the DBFM Agreement. The Contractor must abide by the Risk Management Plan (Article 8.1 c, DBFM Agreement) during the performance of the Work.

schedule 8: Other products

schedule 8.1: Basic Project Plan, including the Phasing Plan

1. Description

The Basic Project Plan has the following four objectives:

- To establish the Scheduled Availability Date, the Scheduled Tunnel Completion Date and the Scheduled Completion Date, which are part of the DBFM Agreement;
- To lay down the basis for the Project Plan (deterministically) to define the Critical Delay and Critical Delay in Completion, also in relation to the General Client Buffer incorporated by the Contractor;
- To record the basis for the Project Plan for external communications sent by Rijkswaterstaat;
- Providing insight into the main phasing of the project with the aid of a Phasing Plan as part of the Basic Project Plan.

2. Requirements for the Basic Project Plan

2.1 Contents

- a. The Basic Project Plan must comprise the period from the Date of Agreement up to and including the Scheduled Completion Date;
- b. The Basic Project Plan should be consistent with all parts of the Tender;
- c. The Basic Project Plan must comply with the Tender Documents and in particular with Requirement ME_01034 of the Management Specifications including the underlying requirements, in which regard the Basic Project Plan must be elaborated up to and including level III for Requirement ME_01038 of the Management Specifications. Requirements ME_01037 and ME_01045 of the Management Specifications do not have to be met for the Basic Project Plan. After the Date of Agreement, the Basic Project Plan should be elaborated further into the Project Plan for the levels up to and including level IV.
- d. The Basic Project Plan includes the following planning restrictions:
 - Scheduled Availability Date: no later than 1 April 2024;
 - Term between the Scheduled Availability Date and the Tunnel Opening Permit, as defined in Article 18.3(a) of the DBFM Agreement: 20 weeks;
 - Scheduled Tunnel Completion Date: prior to 15 December 2024;
 - Scheduled Completion Date: prior to 15 June 2025;
 - The turnaround time for the System Design Review (SDR) is 8 weeks;
 - The turnaround time for the Preliminary Design Review (PDR) is 8 weeks.

The Basic Project Plan shall include the report of the probabilistic analysis including a list of the top 15 current time-related Client and Contractor risks that could threaten achievement of the milestones included in the Basic Project Plan.

2.2 Layout

The Basic Project Plan shall be submitted digitally in a file format that can be imported into the Contracting Authority's planning software (Primavera P6 Professional R8.2).

2.3 Tender documentation

The Candidate shall submit the following planning together with the Tender:

- I. The Basic Project Plan, with the following mutually consistent documents modelled on P85 in Primavera and PDF format:
 - a) An independently readable summary in A3 format, in accordance with Requirement ME_01041 of the Management Specifications;
 - b) An independently readable plan for Level I, in accordance with Requirement ME_01038 of the Management Specifications;
 - c) An independently readable plan for Level II, in accordance with Requirement ME_01038 of the Management Specifications;
 - d) An independently readable plan for Level III, in accordance with Requirement ME_01038 of the Management Specifications.

A P85 calculation for sections (b), (c) and (d) will apply to these products, including the potentially proposed buffers from the Risk Management Plan.

The following principles should be applied to the above:

- The milestones associated with the Client Risks from the Risk Management Plan are included;
- The preventative risk management measures that may be offered in the Risk Management Plan for each of the Client Risks, modelled as P85 activity including the required P85 buffer;
- The buffers for the occurrence of each of the Client Risks from the Risk Management Plan that may have been offered, modelled with a chance of occurrence of at least 10% and a turnaround time of at least 50% of the offered buffer from the Risk Management Plan;
- The required activities following use of the buffer for the occurrence of each of the Client Risks from the Risk Management Plan, modelled as P85 activity including the required P85 buffer. These P85 risk buffers are not included in the probabilistic analysis in accordance with Requirements ME_01044 and ME_01045;
- The relationship of the activities after the occurrence of each of the Client Risks from the Risk Management Plan with the critical path shall be modelled. This relationship must be prior to the Contractor's buffer in accordance with the Requirements ME_01044 and ME_01045.
- Modelling the General Client Buffer as a deterministic activity with a turnaround time in accordance with the definition in Schedule 1 (*Definitions*).

- II. The Basic Project Plan with an independently readable Level III plan, the "unhappy flow", in accordance with Requirement ME_01038 of the Management Specifications, in a Primavera and PDF file.

The following principles should be applied to the above:

- All Contractor activities are modelled deterministically;
- The milestones associated with the Client Risks from the Risk Management Plan are included;
- The preventative control measures that may be offered in the Risk Management Plan for each of the Client Risks from the risk management measures are deterministically modelled;
- The buffers for the occurrence of each of the Client Risks from the Risk Management Plan that may have been offered are modelled as deterministic activities with a turnaround time in accordance with the offered buffer from the Risk Management Plan;
- The required activities following use of the Risk Management Plan buffer for the occurrence of each of the Client Risks from the Risk Management Plan are modelled as a deterministic activity;

- The relationship of all activities after the occurrence of each of the Client Risks from the Risk Management Plan with the critical path must be modelled;
- Modelling the General Client Buffer as a deterministic activity with a turnaround time in accordance with the definition in Schedule 1;
- The deterministic values of the activities listed under Part (I) should be traceably equal to the deterministic values of the activities listed under Part (II).

The Scheduled Availability Date for the Basic Project Plan for level III of Part (II), the “unhappy flow”, should be either on, or prior to, the Scheduled Availability Date of the Basic Project Plan for level III from Part (I).

III. The Tenderer must submit the following documents with the Tender:

- a) A Buffer Register, listing:
 - The result of the Monte Carlo analysis in order to comply with Requirement ME_01044 of the Management Specifications, including the required risk buffer in Calendar Days (Contractor Buffer);
 - A list of the buffers for the occurrence of each of the Client Risks from the Risk Management Plan that may have been offered;
 - The value of the General Client Buffer (in accordance with the definition in Schedule 1).
- b) An independently readable report on the Monte Carlo analysis in Word, in accordance with Requirement ME_01044 of the Management Specifications, including a list of the top 15 current time-related Client and Contractor risks that could influence achieving the milestones as incorporated in the Basic Project Plan, including the risk management measures to be implemented by the Contractor for each risk and the graph with the feasibility of the milestones for which at least 85% reliability can be assured. The Candidate should also describe the assumptions and principles of the risk models.
- c) The source file used for the Monte Carlo analyses of the risks on which the Basic Project Plan's risk models are based from sub I, paragraphs b, c and d, including the 3-point estimates of the applied risks.

3. Requirements for the Phasing Plan

3.1 Contents

- a. The Phasing Plan must comply with the Tender Documents;
- b. The Phasing Plan should be consistent with the Basic Project Plan;
- c. The Phasing Plan must provide insight into the building phasing between the Commencement Date and the Completion Date, so that it can be monitored how the Basic Project Plan is structured and how the sequentiality of the activities from the Basic Project Plan was created;
- d. The phasing plan should contain the main phases (main phases are layouts of RWS infrastructure over a period longer than 30 consecutive Calendar Days, during which time the layout deviates from the existing or final situations), presenting the deviations from the current or final situation, even if the layout will not cause any nuisance in accordance with the requirements of the DBFM Agreement;
- e. The phasing plan should provide an orderly and clear presentation of the main phases listed under (g) and should at least include: location, cross-sections of the typical diameters for each of section of road (including banking), boundaries in the physical sense (type of verge safety barriers), shifts in Traffic Lanes, accessibility of the area under construction, commencement date and expiry date, and applied curvature radii.

3.2 *Layout*

The Phasing Plan must present the information per main phase on a single A3 page in PDF format.

4. Method of assessment

The Basic Project Plan, including the Phasing Plan, will be checked for validity by the Contracting Authority. The Basic Project Plan and the Phasing Plan do not contribute to the determination of the most economically advantageous tender.

5. Incorporation into the DBFM Agreement

The Scheduled Availability Date, the Scheduled Tunnel Completion Date and the Scheduled Completion Date from the Basic Project Plan will be incorporated into Schedule 1 (*Definitions*) of the DBFM Agreement.

The Basic Project Plan and the Phasing Plan will be incorporated into Schedule 8 (Qualitative part of the Tender) of the DBFM Agreement. The Project Plan should follow on from the Basic Project Plan and the Phasing Plan.

schedule 8.2: Basic Management Plan

1. Description

As part of the Tender, the Tenderers are required to submit a Basic Management Plan that satisfies the following requirements.

The Basic Management Plan is the first step in the Management Plan. After the Date of Agreement, the Basic Management Plan should be elaborated in more detail to form the Management Plan and should comply with the Tender Documents.

2. Requirements for the Basic Management Plan

2.1 Contents

The Basic Management Plan must be consistent with the other parts of the Tender. These other parts of the Tender must form a total package with the Basic Management Plan that expresses the approach, strategy and elaboration of the Tenderer. The Basic Management Plan must contain the following four components:

1) Project vision

The Tenderer shall indicate its project vision in line with the other parts of the Tender, the project objectives and the interests of RWS and its stakeholders. The project vision shall include the following components (mutually consistent):

- a. The ambitions of the Tenderer, taking into account all of the stakeholders;
- b. The strategic (main) objectives as elaboration of the ambitions under a);
- c. The translation of the targets under b) into critical success factors;
- d. How it is guaranteed with respect to parts a) up to and including c) that the project objectives of the Client as described in paragraph 1.4 of the Tendering Guidelines are realised (permanently) and its interests are fully acknowledged and supported.

2) Management strategy

The Tenderer is required to develop a management strategy in which the following parts must be addressed in a consistent manner:

- a. A SWOT analysis including the ambitions and targets from the project vision as guiding principle, structured from the perspective of its own organisation;
- b. The translation of the results of the SWOT analysis into SMART measures to realise the strengths and opportunities and to mitigate the weaknesses and threats;
- c. The manner in which the Tenderer structures its organisation indicating which officers act as point of contact for the Client;
- d. The control model used by the SPC to manage the organisation (SPV + EPC O&M + Auxiliary Persons) integrally and to guarantee that the targets and critical success factors under 1b) and 1c) are realised, elaborated at least up to the level of the objectives, translated into KPIs and into control mechanisms in order to realise the KPI level desired by the Tenderer;
- e. The manner in which the Tenderer implements the results to be realised as described under d) within the organisation and translates them into and embeds them in plans and the related processes with the persons responsible for the process as part of the Tenderer's Management System;

- f. The division of processes among SPC, EPC and O&M and the related tasks and responsibilities per process;

3) Subplans that describe the relevant processes that are followed between the Date of Agreement up to and including the situation on the Commencement Date. Processes must be described for all subplans, which consist at least of the steps, the output of the steps, the interim results to be realised, the division of responsibilities and duties within the processes and the place of the processes within the Tenderer's Management System. This concerns the sub-plans that describe the following processes:

- a. The operation of the triangle Client - Contractor – Manager in order to start all Work on time in which regard interaction is required with the parties in the triangle; the Tenderer also provides a description of the process in order to realise the operation of the aforementioned triangle;
- b. Development of the PMS; the Tenderer provides a description of the development of the PMS, taking into account the situation on the Commencement Date in accordance with the requirements from the Agreement;
- c. The transfer between the managers of the RWS Infrastructure and the Third-party Infrastructure to the Contractor; the Tenderer shall provide a description of the transfer process for the purpose of maintenance between the road authorities and the Contractor during the period between the Date of Agreement and the Commencement Date;
- d. The development of the own organisation; Tenderer shall provide a description of the development of its organisation in connection with the Work during the period from the Date of Agreement until the Commencement date;
- e. (not requested).
- f. Development during the period between the Date of Agreement and the application for a Commencement Certificate of the Basic Management Plan into a Management Plan as must be drawn up in the application for the Commencement Certificate; This sub-plan must include a step-by-step plan with a division of responsibilities and include an overview of the data on the basis of which the sub-plans are completed on the basis of a substantiated prioritisation of the sub-plans;
- g. An outline description of the Management System in accordance with paragraph a and paragraph b of article 8.1 in the DBFM Agreement. The description must also include the sub-plans on the basis of which the Management System is structured and its relationship with the participating parties (SPV, EPC and O&M). It must be indicated in this description how ISO 9001, ISO 15288, SCC and the BTR addendum are implemented. In addition, the safeguarding that the plans/subsystems of the participating parties (including Auxiliary Persons) tie in with each other must be described up to the level of measures, monitoring of the measures that have been mentioned and on the basis of the outcome of the monitoring.

4) Verification report

The Tenderer is obliged to submit a verification report that demonstrates:

- a. That all parts of the Basic Management Plan are consistent with each other (integrality) and all parts comply with the relevant requirements from the DBFM Agreement;
- b. Where the risk management measures indicated in the Risk Management Plan are to be embedded/guaranteed in the Basic Management Plan or in the Management System;
- c. Where the measures indicated in the Local Environment Management Plan are to be embedded/guaranteed in the Basic Management Plan or in the Management System;

- d. Where and how the requirements concerning the Basic Management Plan are satisfied.

The Tenderer shall indicate factually in the verification report under a) up to and including d) whether the requirements have or have not been satisfied together with a substantiation of how and where (with a specific reference to a part of a document) this has been implemented or a substantiation why they are not yet satisfied.

2.2 Layout

The layout of the Basic Management Plan is furthermore subject to the following requirements:

- Font size of at least 9 points;
- Line spacing of at least 1;
- Full page with margins of at least 2 cm on top, below, left and right.

2.3 Size

The Basic Management Plan must contain no more than 50 pages (in A4 format).

3. Method of assessment

The Basic Management Plan is a validity product.

The Assessment Committee will judge whether the Basic Management Plan meets all the specified requirements.

4. Incorporation into the DBFM Agreement

The Basic Management Plan will be included in Schedule 8 (Qualitative part of the Tender) of the DBFM Agreement.

schedule 8.3: Design Plan

1. Description

The Tenderers are required to draw up a Design Plan concerning the design of the Project, which complies with the requirements below and is in accordance with the Tender Documents (including the Management Specifications and the Aesthetic Schedule of Requirements).

Design Plan objectives:

- careful integration of the project following construction;
- the project meets the specified aesthetic requirements;
- the project has sufficient support from neighbouring parties and contributes to a positive image for Rijkswaterstaat.

2. Design Plan requirements

2.1 Contents

The Design Plan shall include the following components:

1) Description of the approach

The Tenderer shall describe its approach to design concerning the following points as specifically as possible:

- a) Guaranteeing a consistent elaboration of the Aesthetic Schedule of Requirements during all consecutive design and development phases, including the areas of overlap;
- b) Guaranteeing mutual coherence of the parts that are visible;
- c) Guaranteeing the careful design and detailing, including areas of overlap between the various disciplines (GWW and IA);
- d) Composition of the design team, together with an indication of which persons and/or firms will be engaged for the integration, layout and design;
- e) Guaranteeing the roles and competences of the architect and landscape architect in the design and building process;
- f) Handling of conflict situations; the escalation model used among the architects and the Contractor's project organisation.
- g) Guaranteeing support among stakeholders with respect to the design.

2) Design elaborations

The Tenderer should develop a design for the visually dominant components below:

- a. A15 flyover intersection (Civil work KW22) including land abutment, fall protection and noise barriers. This is the highest flyover in the reference design. This flyover partially rests on pillars and partially on an incline.
- b. The tunnel mouth of the Aalkeet Tunnel at the Zuidbuurt hamlet, including access ramp and the tunnel service building. This includes the Zuidbuurt location. Various elements converge at this location, such as building structures, integration, underlying road network and water.

The Tenderer must detail the above-referenced components to the level of a preliminary

design. Detailing the components to the level of preliminary design means: a global representation of the specified components of the building project in terms of the location, the architectural manifestation, the general layout and the structural and constructional design, with as the result: a spatial and architectural representation from which the choice of materials can also be inferred.

When doing so, the Tenderer is required to describe a design for each component on the basis of the site plans, maps, appearances, and artist impressions from the perspective of road users and environment, long and cross sections, visually dominant details and a detailed materials specification, in which the coordination with other disciplines is demonstrated and these are combined into a convincing spatial design.

2.2 *Layout*

The layout of the Design Plan is subject to the following requirements:

- Font size of at least 9 points;
- Line spacing of at least 1;
- Full page with margins of at least 2 cm on top, below, left and right;

2.3 *Size*

The Design Plan shall contain at most 10 pages of A4 format (excluding back and front pages and the table of contents).

The requested site plans, maps and appearances, artist impressions, long and cross sections may be added as appendices to the Design Plan and must be submitted in A3 format. The aforementioned drawings are not taken into account for the determination of the aforementioned maximum number of 10 pages in A4 format.

3. Method of assessment

The Design Plan is a validity product.

The assessment committee will judge whether the Design Plan meets all the specified requirements.

4. Incorporation into the DBFM Agreement

The Design Plan will be included in Schedule 8 (Qualitative part of the tender) of the DBFM Agreement.

schedule 8.4: The South Shore Blankenburg Tunnel Construction Plan

1. Description

The construction of the southern access ramp of the Blankenburg Tunnel presents a challenging constructive execution task, because of the deep open construction. The Client would like to have insight into the way in which the Tenderer is going to organise the building process and the arrangements that will be made to construct this access ramp in a controlled and predictable way. In this respect it is important to provide insight into how the potential impact on the direct environment will be handled, such as the location of Third-party Cables and Pipelines, the impact on the groundwater system and the operation of the water defences.

Civil work 21 (KW21) must be constructed for the passage of the cable and pipeline right of way. Supports within and alongside this right of way must be used for this purpose. The Client would also like to have insight here into the way in which the Tenderer is going to organise the building process and the arrangements that will be made to construct KW21 in a controlled and predictable way. In this respect it is important that the Tenderer in particular provides insight into how it will safeguard the undisturbed position of the Third-party Cables and Pipelines in this right of way.

As part of the Tender, Tenderers must submit a South Shore Blankenburg Tunnel Construction Plan that meets the requirements below.

2. Requirements for the South Shore Blankenburg Tunnel Construction Plan

2.1 Contents

The South Shore Blankenburg Tunnel Construction Plan must include the following components:

1. The Tenderer must describe the building systems and facilities used (the use of equipment and the use of materials) to achieve the construction of the southern access ramp of the Blankenburg Tunnel and KW21.
2. In the description of the building systems, the Tenderer must identify the sequence of the activities to be executed. In addition, the Tenderer must indicate the reasons for selecting the proposed activity sequence.
3. In terms of the facilities used, the Tenderer must indicate why these can be successfully applied. In substantiating its approach, the Tenderer must as much as possible make use of references that demonstrate that its approach is reliable.
4. In the substantiation of the sequence of activities, as well as the selected building systems and facilities, the Tenderer is required to provide insight into why the probability of negative effects on the objects to be constructed and on the environment in which the objects are located is prevented.

2.2 Layout

The layout of the South Shore Blankenburg Tunnel Construction Plan is subject to the following requirements:

- Font size of at least 9 points;
- Line spacing of at least 1;
- Full page with margins of at least 2 cm on top, below, left and right.

2.3 Size

The South Shore Blankenburg Tunnel Construction Plan shall contain at most 20 pages of A4 format, whereby the description of each component consists of at least 4 pages. In addition, an appendix may be enclosed with a maximum of 4 drawings in A3 format.

3. Method of assessment

The South Shore Blankenburg Tunnel Construction Plan is a validity product.

The Assessment Committee will judge whether the South Shore Blankenburg Tunnel Construction Plan meets all the specified requirements.

4. Incorporation into the DBFM Agreement

The South Shore Blankenburg Tunnel Construction Plan will be included in Schedule 8 (Qualitative part of the Tender) of the DBFM Agreement.

schedule 8.5 Tunnel Convergence Phase Product

1. Description

As part of the Tender, Tenderers must submit a Tunnel Convergence Phase Product that meets the requirements below.

2. Requirements for the Tunnel Convergence Phase Product

The Tunnel Convergence Phase Product must be in accordance with the Tender Documents.

The Tunnel Convergence Phase Product shall include the following components:

1. System Requirement Review Tunnel (SRRT)
2. System Subsystem Design Document (SSDD) including Verification report
3. Software Development Plan (SDP)

2.1 System Requirement Review Tunnel (SRRT)

1. The Tenderer must carry out an integral System Requirement Analysis (SRA) regarding the Tunnel included in Schedule 9, part 2 of the DBFM Agreement.
2. The SRRT must be carried out at the following levels:
 - a. At the system level. The Tunnel system as a whole is assessed on the main aspects;
 - b. At the objects level or the systems required for the technical integration of the Tunnel. Each object or system is assessed on the main aspects;
 - c. At the requirements level for the objects or the systems required for the technical integration of the Tunnel. An SRA of the project-specific requirements for the Tunnel object in accordance with Schedule 9 part 2 is sufficient for this purpose.

The end product of the SRA is a System Requirement Review Tunnel (SRRT). The SRA and SRRT must satisfy:

- the Tender Documents;
- MIL-STD-1521B Appendix A.

Tenderers must also sign and submit the declaration in accordance with schedule 14 (Convergence Phase Product Declaration) of these Tendering Guidelines. Tenderers thereby declare that the requirements relating to the Tunnel as included in Schedule 9 "Schedule of Requirements" of the DBFM Agreement do not have mutual inconsistencies, nor are they inconsistent with the other parts of the DBFM Agreement and the Regulations. The Tenderer also declares that the requirements relating to the Tunnel as included in Schedule 9 "Schedule of Requirements" of the DBFM Agreement are not impracticable. Tenderers thereby declare that a demonstrably safe integrally operating Tunnel can be realised on the basis of the requirements regarding the Tunnel as included in Schedule 9 "Schedule of Requirements" of the DBFM Agreement.

2.2 System Subsystem Design Document (SSDD) including Verification report

The Tenderer must draft a System Subsystem Design Document (SSDD) at the Preliminary Design level for: SSDD 3B architecture for the 2 separate tunnels as a collective Tunnel system, including a description of the associated test environment.

The SSDD must include a Verification Report related to this specific product.

The SSDD must comply with the Tender Documents

2.3 Software Development Plan

The Tenderer must draft a Software Development Plan (SDP). In this plan the Tenderer must indicate how the process of developing, testing and releasing software will be arranged. It is important here to give a view of the system architecture for the individual tunnel systems and the overarching Blankenburg Connection tunnel system.

The SDP must comply with the Tender Documents

3. Format and Size

3.1 Layout

The layout of the Convergence Phase Product is subject to the following requirements:

- o font size of at least 9 points;
- o line spacing of at least 1;
- o full page with margins of at least 2 cm on top, bottom, left and right;

3.2 Size

The size of the various products is as follows:

- a. The SRRT should consist of no more than 60 pages of which the process followed (the SRA) and the implementation process should be described in no more than 20 pages.
- b. The SSDD should consist of no more than 25 pages.
- c. The SDP should consist of no more than 25 pages.

4. Method of assessment

The Tunnel Convergence Phase Product is a validity product.

The Assessment Committee will judge whether the Tunnel Convergence Phase Product meets all the specified requirements.

5. Incorporation into the DBFM Agreement

The Tunnel Convergence Phase Product will be incorporated into Schedule 8 (Qualitative part of the Tender) of the DBFM Agreement.

schedule 9: Model Forms for the Tender

schedule 9.1 A: Model submission form for the qualitative part of the Tender

[name of Tenderer] hereby submits his qualitative part of the Tender for the project [Project] and declares that:

1. it has taken note of the Tendering Guidelines and unconditionally agrees to the procedure set out in them;
2. the qualitative part of its Tender fully corresponds with the Dialogue Report, the DBFM Agreement provided with the Invitation to Tender and other Tender Documents, General Information and the Confidential Information that applies to it.
3. the qualitative part of its Tender was not formed under the influence of an agreement, decree or act that is contrary to Dutch or European competition law.

Thus signed in [city], [date]

[Tenderer's name],

[name of natural person authorised to represent]

[position]

[signature]

Order of schedules for the qualitative part of the Tender:

Requirement A Qualitative part of the Tender:

The qualitative part of the Tender should at least include the following components (in the order provided and numbered as stated below):

- 1) A copy of an identity document of the signatory or signatories to the Tender.
- 2) Model Tender submission form, fully laid out according to the format provided in schedule 9.1 A;
- 3) The qualitative offer of the Tenderer, which will be assessed according to the MEAT criteria (schedule 7):
 - a. DuboCalc in accordance with schedule 7.2;
 - b. The Local Environment Management Plan in accordance with schedule 7.3;
 - c. The Risk Management Plan in accordance with schedule 7.4;
- 4) The Basic Project Plan, including the Phasing Plan, in accordance with the requirements of schedule 8.1;
- 5) The Basic Management Plan in accordance with the requirements of schedule 8.2;
- 6) The Design Plan in accordance with the requirements of schedule 8.3;
- 7) The statement on the CO₂ target level in accordance with schedule 9.8;
- 8) The South Shore Blankenburg Tunnel Construction Plan in accordance with schedule 8.4;
- 9) The Convergence Phase Product in accordance with schedule 8.5;
- 10) Convergence Phase Product declaration in accordance with schedule 14.

schedule 9.1 B: Model submission form for the quantitative part of the Tender

[name of Tenderer] hereby submits its Tender for project [Project] and declares that:

1. The Compliance Statement, filled in, with due observance of any changes in the circumstances contained in the Compliance Statement in question previously disclosed to the Contracting Authority in writing, pursuant to paragraph 3.11.3 of the Tendering Guidelines, by the Tenderer and Significant Subcontractors and, if applicable, pursuant to paragraph 7.3.2 of the Tendering Guidelines by Subcontractor, corresponds to the actual situation and is correct and complete at the time of the Tender;
2. The quantitative part of its Tender fully corresponds with the Dialogue Report, the DBFM Agreement provided with the Invitation to Tender and other Tender Documents, General Information and the Confidential Information that applies to him;
3. Its Tender, including the previously submitted qualitative part, is fully and unconditionally valid until [fill in date: [number] of months after the date of the Tender];
4. The Gross Availability Payment included in its Tender is based on the Reference Rates provided by the Contracting Authority [and if applicable, the EIB reference rate provided by the EIB];
5. It accepts that the Gross Availability Payment included in its Tender shall be adjusted to Financial Close in accordance with the procedure included in paragraph 7.4.1 of the Tendering Guidelines;
6. It accepts that the present value of the Tender shall be determined by the calculation model for the present value of the Tender, provided by the Contracting Authority, as intended in paragraph 7.6 of the Tendering Guidelines;
7. It accepts that the neutralised present value of the Tender shall be determined by the calculation model for the neutralised present value of the Tender, provided by the Contracting Authority, as intended in paragraph 7.6 of the Tendering Guidelines;
8. It accepts that, if he does not fully commit to this Tender to the Contracting Authority, he shall immediately incur a fixed compensation for damages of €5,000,000 (five million euro) due to the Contracting Authority. Such will occur if it does not achieve Financial Close in due time. The Tenderer has submitted the bank guarantee specified under Requirement C. The fixed compensation for damages will not be due in the exclusive event the Tenderer does not achieve Financial Close as a consequence of a disruption of financial markets or of a Supervening Event as defined in the Tender Documents;
9. Its Tender was not formed under the influence of an agreement, decree or act that is contrary to Dutch or European competition law.

Thus signed in [city], [date]

[Tenderer's name],

[name of natural person authorised to represent]

[position]

[signature]

Order of schedules for the quantitative part of the Tender:

Requirement B Quantitative part of the Tender

The quantitative part of the Tender should at least include the following components (in the order provided and numbered as stated below):

- 1) A copy of an identity document of the signatory or signatories to the Tender;
- 2) Tenderer's extract from the trade register;
- 3) Model K statement(s) in accordance with the format in schedule 10 Model K Statement;
- 4) a statement of the Gross Availability Payment, at the price level of 1 January 2016, excluding VAT, in accordance with the Reference Rates established by the Contracting Authority or, where applicable, the EIB Reference Rates made known to the Candidate by EIB;
- 5) the Original Financial Model in accordance with the requirements set out in schedule 9.7a.;
- 6) the Financing Plan in accordance with the requirements set out in schedule 9.7b;
- 7) the Indexation Formula in accordance with the model form Indexation Formula (schedule 11);
- 8) a document in which the changes to the Original Financial Model compared to the Dialogue Product Format Original Financial Model are described;
- 9) a Shareholder Support Letter from each of the Shareholders (completely in accordance with the format set out in schedule 9.2);
- 10) a financial advisor's Support Letter (completely in accordance with the format set out in schedule 9.3);
- 11) a Support Letter from the loan capital provider (Mandated Lead Arranger), completely in accordance with the format set out in schedule 9.4);
- 12) if applicable, a Support Letter from the European Investment Bank when submitting the Tender (schedule 9.5);
- 13) statement concerning the obligations related to environmental, social and labour law (completely in accordance with the format set out in schedule 13);
- 14) model Tender submission form, fully laid out in accordance with the format provided in schedule 9.1 B.

Requirement C Financial Close Bond

Financial Close Bond in accordance with the format of schedule 9.6 of the Tendering Guidelines.

schedule 9.1 C: Model Tender submission form for a scanned version of the financial advisor's Support Letter, Support Letter from (external) loan capital provider and/or Financial Close Bond

[name of Tenderer] – instead of a version with an electronic signature – hereby submits a scanned PDF version for the [Project] Project with a handwritten signature on each of the following:

[- financial advisor's Support Letter (in accordance with the format set out in schedule 9.3)]

[- Support Letter from (external) loan capital provider (in accordance with the format set out in schedule 9.4)]

[- Support Letter from the European Investment Bank (in accordance with the format set out in schedule 9.5)]

[- Financial Close Bond, (in accordance with the format set out in schedule 9.6)]¹

and declares that:

1. The attached scanned document(s) is/are actually signed by the financial advisor/loan capital provider/bond provider mentioned in the relevant document and is/are in the possession of the [Candidate name];
2. [Candidate name] assumes responsibility for ensuring that the originals of the attached scanned document(s) are received by the Contracting Authority within 48 hours following the closing of the tender period.

Thus signed in [city], [date]

[Tenderer's name],

[name of natural person authorised to represent]

[position]

[signature]

¹ The Tenderer must specify the statements of the financial institutions that it wants to submit with a handwritten signature.

schedule 9.2: Model form for the Shareholder Support Letter

[Name of Shareholder] participating for [percentage]% in [name of Tenderer].

[Name of Shareholder] confirms that, on the condition that [name of Candidate] is awarded (the Contract), [name of Shareholder] shall, in accordance with its participation in [name of Candidate], invest a sum to be contributed pro rata to its participation with a maximum of € [amount] million in the form of equity and/or a subordinated loan provided to the Contractor.

[Name of Shareholder] confirms that the Tender dated [date] includes an offer from loan providers to complete the financing of the Project.

This Support Letter is issued exclusively to [name of Tenderer] and no other person or legal entity is entitled to rely on this Letter or derive rights from it.

This Support Letter is governed by Dutch law.

[name of Shareholder]

[name of natural person authorised to represent]

[position]

[signature]

schedule 9.3: Model form for financial advisor's Support Letter

[Name of financial advisor] has been appointed by [Tenderer] as financial advisor for the financing of the Project [name].

In the capacity as financial advisor to [name of Tenderer], [name of financial advisor] declares that the Tender dated [date of tendering of quantitative part of Tender]:

- (i) *is compatible with the financial estimate and the planning as intended by [name of Tenderer];*
- (ii) *is sufficiently robust to enable [name of Tenderer] to fulfil all the financial obligations arising from the DBFM Agreement under normal circumstances; and*
- (iii) *makes clear how [name of Tenderer] shall raise sufficient financing for the project to allow [name of Tenderer] to fulfil all the financial obligations arising from the DBFM Agreement under normal circumstances;*
- (iv) *is accompanied by support letters from (external) loan capital providers for a total amount of € [amount].*

This Support Letter is issued exclusively to [name of Tenderer] and no other person or legal entity is entitled to rely on this Letter or derive rights from it.

This Support Letter is governed by Dutch law.

[name of financial advisor]

[name of natural person authorised to represent]

[position]

[signature]

[Name of financial advisor] has been appointed by [name of Candidate] as financial advisor for the financing of the [Project name] project.

In the capacity as financial advisor of [name of Candidate], [name of financial advisor] declares that the Submission dated [date of tendering of quantitative part of Submission]:

(i) is in line with the financial estimate and the planning as foreseen by [name of Candidate];

(ii) is sufficiently robust to allow [name of Candidate] to fulfil all the financial obligations arising from the DBFM Agreement under normal conditions;

(iii) makes clear how [name of Candidate] shall raise sufficient financing for the Project to allow [name of Candidate] to fulfil all the financial obligations arising from the DBFM Agreement under normal circumstances;

(iv) is furnished with letters of support from (external) debt providers for a total amount of EUR [amount].

This Letter of Support is issued exclusively for [name of Candidate] and no other (legal) person is entitled to rely on this statement or to derive rights from it.

This Letter of Support is governed by Netherlands law.

[name of financial advisor]

[name of natural person authorised as representative]

[position]

[signature]

schedule 9.4: Support Letter from (external) loan capital provider (Mandated Lead Arranger)

[name of loan capital provider] has been appointed by [name of Tenderer] as [arranger/underwriter] for the financing of the Project [name Project].

Within the framework of the Tender of [name of Tenderer] for the Project [name Project], [loan capital provider] has carried out due diligence with its legal advisor [name], its technical advisor [name], and its insurance advisor [name] in relation to (the provisions of):

- The Tender Documents dated [date] with reference [reference]; and
- The Tender dated [date of tendering of quantitative part of the Final Submission] of [name of Tenderer].

[name of loan capital provider] is offering a financing arrangement to [name of Tenderer], in the amount of € [amount] as stated in its letter dated [date of letter] with reference [reference of letter] for [number of] weeks after [date of letter].

The financing arrangement offered to [name of Tenderer] is unconditional with the exception of the following – exhaustively listed – conditions:

- final approval by the [name of authorised body of loan capital provider] of [name of loan capital provider];
- Completion of the financing or loan documents in the legal relationship between [name of Candidate] and [name of loan capital provider] (satisfactory loan documentation);

The financing arrangement is based on the DBFM Agreement with Appendices dated [date] with reference [reference].

This Support Letter is furnished solely for [name of Tenderer] and no other person or legal entity is entitled to rely on this Support Letter or to derive rights from the Support Letter.

For the avoidance of doubt: this Letter does not constitute an unconditional or irrevocable agreement, or a legally binding obligation, however named, for the provision of financing.

This Support Letter is governed by Dutch law.

This Support Letter is valid for a period of [____] At least equal to the period of validity of [number] weeks [____] days after the date of [____] date of submission of Tender].

[name of (external) loan capital provider]

[name of natural person authorised to represent]

[position]

[signature]

[name of loan capital provider] has been appointed by [name of Candidate] as [arranger / underwriter] for the financing of the Project [name of Project].

Within the scope of the framework of the Submission of [name of Candidate] for the [name of Project], [loan capital provider] has carried out a due diligence assessment with its legal advisor [name], its technical advisor [name], and its insurance advisor [name] in relation to (the stipulations in):

- The Tender Documents dated [date] with reference [reference]; and
- The Submission dated [date of tendering of quantitative part of the Submission] of [name of Candidate]

[name of loan capital provider] is offering a financing arrangement to [name of Candidate], for an amount of [amount] stated in its letter dated [date of letter] with reference [reference of letter] for [number of] weeks after [last date for tendering quantitative part of Submission].

The financing arrangement offered to [name of Candidate] is unconditional with the exception of the following – exhaustively listed – conditions:

- The definitive approval by the [name of debt capital / credit support provider authorised for that purpose] of [name of loan capital provider];
- Completion of the financing or loan documents in the legal relationship between [name of Candidate] and [name of loan capital provider] (satisfactory loan documentation);

The financing arrangement is based on the DBFM Agreement with Appendices dated [date] with reference [reference].

This Letter of Support is furnished solely for [name of Candidate] and no other (legal) person is entitled to rely on this Letter of Support or to derive rights from the Letter of Support.

To avoid misunderstanding: this Letter does not constitute an unconditional or irrevocable obligation or a legally binding commitment, in any manner whatsoever, to provide financing.

This Letter of Support is governed by Netherlands law.

This Letter of Support is valid for a period of [at least equal to the 18-week period of validity of the Submission] days after the date of [date of Submission].

[name of loan capital provider]

[name of natural person authorised as representative]

[position]

[signature]

schedule 9.5: Support Letter from the European Investment Bank

The State of the Netherlands
Ministry of Infrastructure and the Environment
Rijkswaterstaat Major Projects and Maintenance
Attn. Mr. Y. Norg
Boompjes 200, 3011 XD Rotterdam
The Netherlands

Subject: Support Letter for providing financing for the [name of project] Project.

Dear Sir/Madam,

[Name of Multilateral] has been approached by [name of Tenderer] as [financing party] for financing the [name of project] Project. In the requirements for the Tender dated [Date of Tender], the Contracting Authority requested a Support Letter issued by the (external) loan capital provider of [name of Tenderer]. [Name of Multilateral] has conducted a due diligence assessment in relation to the [name of project] Project and has obtained approval in principle from the Board of Directors for the provision of a loan in support of the Project.

Within the framework of the Tender of [name of Tenderer] for the [name of project] Project, [name of Multilateral] has carried out a due diligence assessment in relation to (the provisions of):

- the Tender Documents dated [date] with reference [reference];
- the documents in the Tender dated [date] of [name of Tenderer], listed in Annex 1.

[Name of Multilateral] is prepared to support the Tender of [name of Tenderer] with a financing arrangement in the amount of a maximum [amount] whose terms and conditions are specified in the enclosed term sheet dated [date] with reference [reference].

The financing arrangement offered to [name of Tenderer] is subject to:

- the final approval of the arrangement by the Board of Directors of [name of Multilateral];
- the finalisation of the loan documentation and the satisfactory conclusion of the due diligence assessment conducted by [name of Multilateral] of the documents other than the above-referenced documents and those listed in Annex 1.

The financing arrangement is based on the DBFM Agreement with Schedules dated [date].

[Name of Multilateral], after the receipt of all required documentation and information from [name of Tenderer] and the satisfactory resolution of all outstanding points, shall, as soon as possible after the potential designation of [name of Tenderer] as the Preferred Tenderer, request final approval of the Board of Directors and will inform the Contracting Authority accordingly in writing.

For the avoidance of doubt: this Letter does not constitute an unconditional or irrevocable agreement, or a legally binding obligation, however named, for the provision of financing.

This Support Letter of [name of Multilateral] is valid for a period of [at least equal to the period of validity] days after the date of [date of submission of Tender].

Yours sincerely,

[Name of Multilateral],

[name of natural person authorised to represent]

[position]

[signature]

Annex 1:

Documents received by [name of Multilateral] as part of the Tender dated [date] of [name of Tenderer]:

- Information Memorandum dated [date] with reference [reference];
- [Draft] Term sheet dated [date] with reference [reference];
- [DBFM Agreement] dated [date] with reference [reference];
- [Heads of Terms Subcontracts];
- [Legal Due Diligence Report dated [date]];
- [Technical Due Diligence Report dated [date]];
- [Common Terms Agreement];
- [Facility Agreements];
- [Intercredit Agreement];
- [other tbd].

The Kingdom of the Netherlands
Ministry of Infrastructure and the Environment
Rijkswaterstaat Major Projects and Maintenance
Attn. Mr. Y.H. Norg
Boompjes 200, 3011 XD Rotterdam
The Netherlands

[place and date]

Re.: letter of support for the provision of financing for the [name Project] Project.

Dear Mr. Norg,

[Name of Multilateral] has been approached by [name of Candidate] as [financing party] for the financing of the [name Project] Project. In the requirements of the Final Submission dated [date of Final Submission], the Contracting Authority has requested a letter of support from the (external) loan capital provider of [name of Candidate]. [Name of multilateral] has carried out a due diligence assessment relating to [name Project] Project and has, in principle, been granted permission by the Board of Directors to grant a loan for the Project.

In the context of the Final Submission of [Name of Candidate] with regard to the [name Project] Project, [name of Multilateral] has carried out a due diligence assessment regarding (the provisions of):

- the Tendering Documents dated [date] with reference [reference];
- the documents in the Final Submission dated [date] of [name of Candidate], mentioned in Annexe 1.

[Name of multilateral] is prepared to support the Final Submission of [name of Candidate] with a financing arrangement for an amount of a maximum of [amount] of which the terms and conditions are set out in the attached term sheet dated [date] with reference [reference].

The financing arrangement offered to [name of Candidate] is offered to [name of Candidate] under the following conditions:

- the definitive approval of the arrangement by the Board of Directors of the [name of Multilateral];
- the finalising of the loan documentation and conclusion to the satisfaction of [name of multilateral] of the due diligence assessment of documents other than those mentioned above and in Annex 1.

The financing arrangement is based on the DBFM Agreement of [date], including Schedules.

[Name of Multilateral] shall, after receipt of all the necessary documentation and information from [name of Candidate] and the satisfactory resolution of any outstanding issues, request the definitive approval of the Board of Directors as soon as possible after the appointment of [name of Candidate] as Selected Candidate and inform the Contracting Authority of this in writing.

This 'letter of support' has a term of validity of [at least equal to the period of validity] weeks after [latest date for tendering quantitative part of the Final Submission].

Yours sincerely,

[name of Multilateral]

[name of natural person authorised as representative]

[position]

[handwritten signature]

Annex 1:

Documents received by [name of Multilateral] as part of the Final Submission dated [date] of [name of Candidate]:

- Information Memorandum dated [date] with reference [reference];
- [Draft] Term sheet dated [date] with reference [reference];
- [DBFM Agreement] dated [date] with reference [reference];
- [Heads of Terms Subcontracts];
- [Legal Due Diligence Report dated [date]];
- [Technical Due Diligence Report dated [date]];
- [Common Terms Agreement];
- [Facility Agreements];
- [Intercredit Agreement];
- [other tbd].

schedule 9.6: Model Financial Close Bond

[Name and other details of the bank or financial institution]

guarantee number [guarantee number]

THE UNDERSIGNED,

[Name of bank or financial institution], with its registered office at [place] (the "Bank"),

WHEREAS:

[Name Tenderer], (with its registered office at ¹ [place]) and principal place of business at ([postcode] [address] at [place], hereinafter to be referred to as the "Tenderer", is invited to submit a Tender by the State of the Netherlands, the Ministry [name Ministry of [name Ministry], hereinafter referred to the "Contracting Authority" within the context of the tendering procedure of the DBFM Agreement [name Project] with [reference], hereinafter referred to as the "DBFM Agreement";

pursuant to the Tendering Guidelines [date, reference] (hereinafter to be called: the "Tendering Guidelines") and the DBFM Agreement, the Tenderer is obliged to provide a bank guarantee for the benefit of the Contracting Authority by way of security for compliance with its obligation towards the Contracting Authority to pay a penalty in the event it does not commit to its Tender within 18 weeks and its obligation to pay compensation if it does not achieve Financial Close at the latest on [date: [validity period] as further described in the DBFM Agreement;

the undersigned is prepared to issue such a bank guarantee in favour of the Contracting Authority on the conditions as stated below;

DECLARES AS FOLLOWS:

1. The Bank hereby guarantees unconditionally as an independent commitment towards the Contracting Authority the obligation of the Preferred Tenderer pursuant to the Tendering Guidelines to pay a penalty in the event it does not commit to its Tender within 18 weeks and its obligation on the basis of the DBFM Agreement to pay compensation if it does not achieve Financial Close at the latest on [date [validity period], such subject to a maximum amount of € 5,000,000 (five million euro). This bank guarantee is an abstract first demand guarantee. The Bank can never invoke the underlying legal relationship between the Contracting Authority and the Tenderer arising from the Tendering Guidelines and/or as laid down in the DBFM Agreement;
2. With a view to the provisions under 1., the Bank commits towards the Contracting Authority that at the Contracting Authority's first written demand without requiring reasons or further evidence, it will pay as its own obligation everything the Contracting Authority declares towards the Bank it is owed by the Preferred Tenderer pursuant to the aforementioned obligation to achieve Financial Close, such with due observance of the maximum amount referred to under 1. of this bank guarantee.

¹Delete as appropriate.

3. This bank guarantee has a term of validity of [validity period + 1 month/number of weeks] after date [final date for submitting Tenders] and therefore lapses on [enter date].
4. This bank guarantee may lapse before the due date referred to above under 3 in the event the Performance Bond as referred to in article [article number] of the DBFM Agreement has been provided or if Financial Close has been achieved with a party other than the Tenderer, which will be evident to the Bank from the receipt of a written release from the Contracting Authority with or without this original bank guarantee.
5. Dutch law applies to this bank guarantee. All disputes that may arise in connection with this bank guarantee will be settled by the competent court in The Hague.

This bank guarantee must be returned to the undersigned after it has ended at the following address: [address].

[Name of bank or financial institution]

[name of natural person authorised to represent]

[position]

[signature]

schedule 9.7: Requirements concerning the Financial part of the Tender

schedule 9.7a: Original Financial Model

1. Description

The Original Financial Model is the model used by the Tenderer to substantiate its Tender financially.

The Contracting Authority may use the Original Financial Model to determine the plausibility and consistency of the financial assumptions and outcomes. The Parties will authenticate the Original Financial Model on the Date of Agreement. The Contracting Authority refers to article 3.5 of the DBFM Agreement as regards the manner in which the Original Financial Model will be used after the Date of Agreement.

Tenderers are required to submit a draft of the Original Financial Model during the Second Phase of the Dialogue and discuss it with the Contracting Authority, where it will be discussed whether the draft Original Financial Model that has been submitted satisfies the applicable requirements.

The Original Financial Model may be submitted in the English language.

2. Requirements concerning the Original Financial Model

The Original Financial Model must meet the requirements included below:

2.1 *Organisational requirements*

- a. The Original Financial Model consists of a calculation model with a manual and instructions, a data book and accounting and tax memoranda. The calculation model must be filled with figures so that the mathematical operation of the model is clear;
- b. The Tenderer must submit the Original Financial Model as soft copy.
- c. The Contracting Authority demands that the Original Financial Model to be submitted as part of the quantitative part of the Tender is provided with a statement from an independent (model) auditor who declares that the Original Financial Model complies with the requirements set by the Tenderer and that the model does not contain model-technical errors that have material consequences. The Contracting Authority allows the aforementioned statement from an independent auditor to be drawn up in the English language and that the statement is registered in the name of the Tenderer.
- d. The manual to the calculation model must include a verification table that at least includes:
 - i. The (literal) requirements imposed by the Contracting Authority concerning the Original Financial Model; and
 - ii. An opinion from the Tenderer whether the relevant requirement has or has not been met; and
 - iii. An explanation from which it is evident that the relevant requirement has been satisfied, including (if possible) an unambiguous reference to the location in the Original Financial Model.

2.2 *Functional requirements*

The Tenderer is required to shape the model structure and calculation rules of the Original Financial Model in such a way that the Original Financial Model complies with the functional requirements set out below.

- a. Unambiguous and expressly visible calculation or determination of the Gross Availability Payment;
- b. Unambiguous and expressly visible calculation or determination of the Weighted Average Cost of Capital. The Weighted Average Cost of Capital must be determined as the weighted average nominal project return after taxes ('Post-Tax Nominal Project IRR'), which is calculated on the basis of the nominal operational project cash flow after taxes (consisting of all cash flows not related to financing);
- c. Link between the Gross Availability Payment and
 - the Reference Rates or the Swap Base Rate; and
 - if applicable, the EIB Reference Rate,in accordance with the procedure to be announced by the Contracting Authority as referred to in paragraph 7.4 of the Tendering Guidelines;
- d. User-friendliness concerning at least the sections calculation speed, facilitation of Financial Close and performance of sensitivity analyses;
- e. It must be possible to optimise and re-optimize the Original Financial Model without using macros (this means that it must also be possible to perform any steps that are steered by macro independently). This makes it possible to determine in a transparent and functional manner that equal input results in equal output.

2.3 Substantive requirements

The Tenderer is required to shape the model structure and calculation rules of the Original Financial Model in such a way that the Original Financial Model complies with the substantive requirements set out below.

- a. The Original Financial Model must be in accordance with generally accepted accounting principles, for which purpose the Tenderer is free to use the Dutch standard (Book 2, Dutch Civil Code, Part 9);
- b. The Original Financial Model must provide (at least) insight into:
 - i. The Gross Availability Payment (GAP) at the end of each Payment Period, price level as at 1 January 2016, exclusive of VAT;
 - ii. The expected Commencement Date, the Scheduled Availability Date, the Scheduled Completion Date, and the Expiry Date;
 - iii. The Indexation Formula; the parameters that form part of the Indexation Formula must be mentioned and quantified, in which regard the Indexation Formula Format as included in schedule 11 to these Tendering Guidelines is followed;
 - iv. The present value of the Tender, according to the calculation method as applied by the Contracting Authority;
 - v. All relevant assumptions such as (economic) life, depreciation periods (specified by project component). This requirement is considered as satisfied if the Original Financial Model provides the information that is required to compose financial results that satisfy the accounting standard in accordance with the provisions of 2.3 under a;

- vi. Expectations with regard to Availability Adjustments and Performance Deductions, fiscal consideration, types of capital (including margins and fees), terms of loans, required return on equity capital after tax, and capital structure as well as other financial instruments;
- vii. Separate insight into the nature and extent of the EIB financing;
- viii. The structure of the applicable interest rate for each financing facility;
- ix. At which stages during the term of the agreement which amounts will be paid and/or received in turnover tax, corporation tax and any other relevant taxes;
- x. Insight into the minimal, actual and average cover ratios, being at least the debt service cover ratio (DSCR), the loan life cover ratio (LLCR) and the project life cover ratio (PLCR), according to the definition that is demanded by the Lenders;
- xi. Insight into the internal rate of return (IRR) for the entire term in both real and nominal terms for at least the project IRR (pre-tax), project IRR (post tax), equity investor IRR, subordinated debt IRR (post tax), blended equity IRR (post tax), according to the definition demanded by the Lenders;
- xii. Insight into any other financial ratio that is demanded by the lender or that is relevant to the financing structure;
- xiii. Insight into the debt profiles that are used to determine the Swap Base rates.

2.4 *Model-technical and model structure requirements*

Supplementary to the model structure and model-technical calculation rules to be drawn up by the Tenderer, the following requirements apply in the area of model technique and structure:

- a) The Format Original Financial Model must include at least the following overviews of:
 - i. Summary of the output;
 - ii. Data book;
 - iii. Ratio analysis;
 - iv. Balance sheet;
 - v. Income statement;
 - vi. Cash flow statement;
 - vii. Financing structure;
 - viii. Availability Payment phased over time;
 - ix. Vulnerabilities;
 - x. Taxes.
- b) The Original Financial Model must be applicable in a version of Microsoft Excel 2007 or 2010.
- c) The Original Financial Model must be a stand-alone model and therefore should not include any links to third-party models or plug-ins or require other third-party software;
- d) All functions of the Original Financial Model, the formulas and reference data must be operational. None of the components of the Original Financial Model must contain password security;
- e) The Original Financial Model must comply with the requirements that relate to financial models in terms of transparency and an audit trail. Specifically, this also means a clear distinction between input (variable and fixed input), calculation

- fields, and output. It must be possible to trace where cells refer to and/or have been derived from, to the extent this is possible using the software auditing tools (as provided for in 2.4 under b);
- f) The Original Financial Model must include a manual. This manual must be drawn up in such a manner that it contains at least the following sections:
 - i. A description of the assumptions;
 - ii. Operating instructions;
 - iii. A description of the functionalities;
 - iv. A detailed description of the operation of any macros;
 - v. A description of the procedure in which it is indicated which components and the related calculation rules of the model are adjusted for the purpose of determining the compensation in case of Supervening Events, compensation in case of Early Termination, or the refinancing advantages. The aforementioned components and related calculation rules must be recognisable for the Contracting Authority in the Original Financial Model visibly, transparently and unambiguously;
 - vi. A detailed description of the manner in which sensitivity analyses are performed.
 - g) The Original Financial Model must contain a log in which the adjustments are recorded. The log must describe the reason for the adjustment and describe the successive steps of the adjustment with a reference to the cells that have been changed;
 - h) The Original Financial Model must facilitate the performance of sensitivity analyses as regards the following components, among other things:
 - i. Changes in interest costs;
 - ii. Changes in inflation;
 - iii. Changes in corporation tax and VAT;
 - iv. Changes in installation costs;
 - v. Changes in operational expenditure;
 - vi. Delays in the work;
 - vii. Delay of Financial Close;
 - viii. Changes in the Availability Adjustment and the Performance Deduction.
 - i) The projections (end of the period) concerning the Development Phase must be shown at monthly or quarterly level and for the Availability Period at least at the semi-annual level;
 - j) The projections must be expressed in nominal amounts;
 - k) To the extent applicable, the price level on the basis of which the results must be expressed is: 01-01-2016;
 - l) The projections must be shown for up to at least three years after the Expiry Date of the DBFM Agreement;
 - m) The terminology applied in the Original Financial Model must be in line with the terms used in the DBFM Agreement or the English translation thereof. When using an English translation of the terms used in the DBFM Agreement, these terms must be included in a glossary from which it is evident which Dutch term from the draft DBFM Agreement is referred to.
 - n) The Original Financial Model must include a cost overview. This document must provide a description of at least:
 - i. The main guiding principles and assumptions with respect to the investment estimate, in such a manner that the scope of the applied cost rules in the cost book is clear at a level so that the quantities (for example: items, days, hours, tonnes, m1, m2 or m3) and the prices are traceable, and the surcharges and percentages applied to the direct and indirect costs are substantiated;

ii. The main guiding principles and assumptions with respect to the maintenance estimate, in such a manner that the scope of the applied cost rules in the cost book is clear at a level so that the quantities (for example: items, days, hours, tonnes, m1, m2 or m3) and the prices are traceable, the maintenance strategy of the variable maintenance (less than once a year) is clear and that any choices in relation to the investment and the surcharges and percentages applied to the direct and indirect costs are substantiated;

iii. The assumptions applied to the indexation of amounts in order to substantiate the Indexation Formula.

The cost overview may be a separate file and may be drawn up in either the Dutch or English language.

o) The Original Financial Model must include a cost book. This MS Excel file must include the decomposition of the cost items and be set out over time. The cost book must be a stand-alone model and therefore should not include any links to third-party models or plug-ins or require other third-party software. The cost book must meet the following requirements:

i. The cost book must be in accordance with the SSK system that has been laid down in the fully revised 3rd edition of the 'Standard System Cost Estimates - SSK-2010' edition CROW 137;

ii. The cost categories must be in accordance with the aforementioned CROW publication (this means that the non-recurring costs, implementation costs, general construction site costs, management costs, general costs, profit & risk, engineering costs and any non-recurring discounts are clear individually);

iii. The costs are in line with the cost rules in the Original Financial Model;

iv. The costs must be set off against time in accordance with the series applied in the Original Financial Model and the Basic Project Plan;

v. The costs must be substantiated so that:

A. The costs categories are divided into direct and indirect cost items in accordance with the aforementioned CROW publication;

B. Any risk reserves are separately transparent;

C. Cost rules are in line with the guiding principles and assumptions in the cost invoice and ordered logically by technical discipline;

D. Direct costs that comprise more than 2.5% of the investment estimate or more than 5% of the maintenance estimate are broken down, unless the cost items can no longer be broken down into logical components;

E. Indirect costs that comprise more than 5% of the investment estimate or the maintenance estimate are broken down, unless the cost items can no longer be broken down into logical components;

F. Costs of Tunnel Technical Installations (TTI) are apportioned to Logical Function Providers (LFPs) chapters 5 to 9 with associated (sub)paragraphs (BSTTI release 1.2) and by sub-installations in accordance with Specific Tunnel Design Aspects (STDA) guidelines;

G. The engineering cost category in the Design Phase of Tunnel Technical Installations (TTI) per Logical Function Providers (LFPs) is transparent.

The cost book and the cost invoice can be separate files and may be drawn up in either Dutch or English.

3. Method of assessment

The Original Financial Model will be checked for validity by the Contracting Authority. The Original Financial Model does not contribute to the determination of the most economically advantageous tender.

4. Relationship and processing in the DBFM Agreement

The difference between the (draft) Original Financial Model that is submitted during the Second Phase of the Dialogue and the Original Financial Model to be submitted when submitting the Tender mainly consists of the input data used to fill in the model in order to realise an unambiguous calculation of the Gross Availability Payment. These input data are allowed to still be provisional in the draft Original Financial Model. These input data must be consistent with the Tenderer's Tender, including the Gross Availability Payment, in the Original Financial Model to be submitted as part of the Tender.

As regards the Original Financial Model, the Contracting Authority demands consistency with the Financing Plan and the Project Plan (no deviations between Project Plan and the Original Financial Model). The Tenderer's expectations as regards inflation based on the Indexation Formula offered by the Tenderer must be processed in the Original Financial Model to be submitted by the Tenderer upon submitting the Tender.

The Parties will authenticate the Original Financial Model on the Date of Agreement. The Contracting Authority refers to article 3.5 of the DBFM Agreement as regards the manner in which the Original Financial Model will be used after the Date of Agreement.

schedule 9.7b: Financing Plan

1. Description

The Tenderers must submit a Financing Plan in which they explain how sufficient financing will be raised for the Project in order to be able to satisfy all the obligations under the DBFM Agreement.

The Financing Plan may be submitted in the English language.

2. Product requirements

The Financing Plan must:

- a) Demonstrate how the Tenderer will raise sufficient financing for the Project in order to be able to satisfy all the obligations under the DBFM Agreement; the Financing Plan must provide the Contracting Authority with sufficient financial information to enable an assessment thereof;
- b) Demonstrate the realism/fairness and deliverability for each source of financing;
 - i. The Tenderer must enclose letters of support as included in schedule 9.2 (Letter of Support shareholders), 9.3 (Letter of Support financial advisor), 9.4 (Letter of Support (external) loan capital provider/provider of credit support) and 9.5 (Letter of Support European Investment Bank);
 - ii. The Tenderer is required to enclose term sheets for each source of financing, including the equity and/or subordinated loan shareholders, and the Tenderer is required to demonstrate for each source of loan capital that the loan capital provider complies with the Lender's definition;
 - iii. In the event the intended loan capital provider(s) require(s) a project rating, the Tenderer must enclose a statement from the relevant rating agency that confirms the intended project rating. The Contracting Authority confirms that the relevant rating agency is not liable towards the Contracting Authority for the content of the relevant statement. The Tenderer must make it clear how the Tenderer controls its risk, if any, related to changes after the pre-rating has been obtained that could lead to a deviating (adverse) final project rating up to and including Financial Close.
- c) Include an activity plan up to and including the Financial Close including the process concerning all conditions to be satisfied prior to Financial Close;
- d) Describe the heads of terms of the subcontracting contracts including (but not limited to) information concerning:
 - i. Security (parent company guarantees, letters of support)
 - ii. Liability (liability caps)
 - iii. Termination (termination caps)
 - iv. Performance bonds and security (performance/surety bonds)
 - v. Any third-party support
- e) Take into account the fact that the Client's contribution to the financing is limited to the cash flows that follow from the DBFM Agreement;
- f) Describe the flexibility envisaged in the Financing Arrangement (to the extent this flexibility does not concern the period until Financial Close);

- g) Make it clear where the draft Financing Plan, which is submitted by the Candidate during the Second Phase of the Dialogue, deviates from the Financing Plan that forms part of the Tender.

3. Method of assessment

The Financing Plan will be checked for validity by the Contracting Authority. The Financing Plan does not contribute to the determination of the most economically advantageous tender.

4. Relationship and processing in the DBFM Agreement

As regards the Financing Plan, the Contracting Authority demands consistency with the Project Plan and the Original Financial Model. The Financing Plan does not have direct dependencies with other parts of the Tender, other than obligations arising from other sections of the Tender to be included in the DBFM Agreement for which financing must be raised in order to be able to comply with all of these obligations.

The Financing Plan must be in line with the Original Financial Model, the support letters and the related term sheets for each source of financing.

The Tenderers must indicate exactly in the Tender where the Financing Plan deviates from the Financing Plan that had to be submitted by the Candidate during the Second Phase of the Dialogue.

The Contracting Authority emphasises that a due diligence assessment must have been performed before the date the Tender is submitted, based on the assumption that no more changes will be made to the DBFM Agreement.

schedule 9.8: Format CO₂ Target Level

[name of Tenderer] declares itself willing to perform the DBFM Agreement in a sustainable manner and thereby adequately implement a CO₂ reduction at CO₂ target level [●●] as described in schedule 7.

Thus signed in [city], [date]

[Tenderer's name],

[name of natural person authorised to represent]

[position]

[signature]

schedule 10: Model K - Statement

Explanation

The Tenderer must enclose a statement when submitting the Tender that the Tender was not formed under the influence of an agreement, decision or act contrary to Dutch or European competition law.

This statement, structured in accordance with Model K included below, must be signed by a director with a recognised electronic signature with security level IV, in accordance with the requirements of paragraph 1.3, who duly represents the Tenderer in this connection (Model K - statement).

In the event the Tenderer is an SPV, the Tenderer shall issue such a statement from a director of the SPV.

In the event the Tenderer is an SPV under incorporation, the Tenderer shall issue such a statement from a director of each person or legal entity (consortium member) who acts on behalf of the SPV under incorporation.

The person who signs the Model K - statement must be registered as director in the registers of the Chamber of Commerce. If a director is not registered with the Chamber of Commerce, but has been designated in the articles of association filed with the Chamber of Commerce, the Tenderer must submit these articles of association together with the Tender.

If the directors only have joint power of representation, they must jointly sign the Model K - statement digitally in accordance with the requirements of paragraph 1.3.

The Tender is invalid if a required Model K - statement is lacking or has not been completed truthfully. It's not possible to submit a corrected Model K - statement after Tendering.

Model K - statement of director concerning tender legitimacy

[Project name]

The undersigned declares that the Tender in question has not been established under the influence of an agreement, decision or conduct in violation of Dutch and European competition law.

Completed truthfully

on [date] in [city]
by [name and initials]
as director of [company name],
who legally represents [company name]

in the matter of this Tender.

[signature]

schedule 11: Indexation Formula

The Indexation Formula is part of the Tender. The Indexation Formula offered by the Tenderer will become part of the DBFM Agreement. The Tenderer shall choose a maximum of six indices from the exhaustive list of indices included below that it wishes to include in the Indexation Formula. The Tenderer is obliged to offer seven sets of weighting factors for each index that has been selected. The periods that correspond to these seven sets commence on the prescribed moments as defined below.

The format for the Indexation Formula offered by the Tenderer is as follows:

$$\text{Index number } t,p = 1 + \sum_{n=1}^6 (a_{n,p} * m_{n,t})$$

where:

$$0 \leq a_{n,p} \leq 0.5 \text{ and } \sum_{n=1}^6 (a_{n,p}) \leq 0.5 \text{ and } m_{n,t} = (i_{n,t}/i_{n,2015}) - 1$$

Index number_{t,p} = Index number for year t in period p.

index n = index published by an independent agency, selected from an exhaustive list of indices made available by the Contracting Authority.

period p = a period of 5 calendar years with the exception of period 1 and period 5. Period 1 commences on the Date of Agreement and runs up to and including 31 December of the calendar year in which the Availability Date falls; period 5 commences on 1 January of the year after the year that period 4 ends and ends on Expiry Date.

$a_{n,p}$ = weighting factor related to index n in period p

$m_{n,t}$ = change in index n on the basis of the index numbers for index n for a determined publication period in year t and publication period 1-1-2016.

$i_{n,t}$ = index number of index n for a determined publication period in the year t (being a number, published by CROW, Statistics Netherlands or Eurostat, which shows the relationship between the value of a quantity in year t and the value of that quantity in the publication period that is applied as reference period by the publishing agency)

The Contracting Authority only accepts an Indexation Formula in respect of which it is sufficiently likely in advance for the Contracting Authority that there is a sufficient correlation between the selected indices including the weighting factors and the cost components of the Work.

The Contracting Authority does not allow any Indexation Formula that was structured to transfer to the Client the risk of price developments that are expressed in the costs of loan capital.

The exhaustive list of indices as included in the table below contains the reference values of the Contracting Authority for the purpose of calculating the present value and the neutralised present value of the Tender.

A Reference Value n stands, merely for the purpose of the calculation of the present value and the neutralised present value of the Tender, for the year-on-year change of the index figures of index n .

Table: Exhaustive list of indices for the Indexation Formula

agency	index n	period	Reference value n ⁽¹⁾
Statistics Netherlands	Groundwork, road and hydraulic engineering	January	0.92%
Statistics Netherlands	Roads with open pavement	January	1.49%
Statistics Netherlands	Roads with closed pavement	January	0.01%
Statistics Netherlands	Aboveground and underground railways	January	1.31%
Statistics Netherlands	Bridges and tunnels	January	0.43%
Statistics Netherlands	Works related to liquids	January	1.07%
Statistics Netherlands	Hydraulic works	January	1.38%
Statistics Netherlands	Make land ready for building	January	1.57%
Statistics Netherlands	Electrical installation	January	1.44%
Statistics Netherlands	CPI all households	January	1.55%
Statistics Netherlands	The Netherlands, HICP	January	1.50%
Statistics Netherlands	Eurozone, MUICP	January	1.33%
Statistics Netherlands	European Union, EICP	January	1.88%
Statistics Netherlands	Metals and Electrical Engineering Sector 27-35 (CLA wages)	January	1.70%
Statistics Netherlands	Building Industry 45 (CLA wages)	January	1.28%
CROW	Wage costs	January	2.48%
CROW	Diesel fuel high excise duty	January	2.87%
CROW	Diesel fuel excluding excise duty	January	3.27%
CROW	Electricity	January	1.05%
CROW	Gravel and industrial sand	January	2.78%
CROW	Crushed stones and crushed sand	January	2.65%
CROW	Concrete	January	3.20%
CROW	Concrete production	January	1.73%
CROW	Cement	January	0.77%
CROW	Quarry stone	January	2.30%
CROW	Plastics including PVC, excluding Geosynth.	January	2.94%
CROW	Reinforcing concrete bars	January	0.00 %
CROW	Steel excluding Reinforcing concrete bars	January	1.52%
CROW	Bitumen binders	January	3.71%
CROW	Mineral asphalt mix including fuel	January	2.43%
Eurostat	HICP excluding Tobacco (00X TOBAC) (EA)	January	1.42%

⁽¹⁾ Reference Value of the Contracting Authority for the purpose of the calculation of the present value and the neutralised present value of the Tender

Tenderers must submit the Indexation Formula using the model form provided below.

The Contracting Authority notes for the record in that connection that the weighting factors entered by the Tenderer are fixed and that following submission of the quantitative part of the Tender they can only be amended at Financial Close as a result of a change in the Reference Rates. The weighting factors included in the Original Financial Model when submitting the Tender must correspond with the weighting factors (including the number of decimals) included in this form.

Model form format Indexation Formula

n	index n	publishing agency	publication period	$a_{n,1}$	$a_{n,2}$	$a_{n,3}$	$a_{n,4}$	$a_{n,5}$
1	[●●]	[●●]	January	[●●]	[●●]	[●●]	[●●]	[●●]
2	[●●]	[●●]	January	[●●]	[●●]	[●●]	[●●]	[●●]
3	[●●]	[●●]	January	[●●]	[●●]	[●●]	[●●]	[●●]
4	[●●]	[●●]	January	[●●]	[●●]	[●●]	[●●]	[●●]
5	[●●]	[●●]	January	[●●]	[●●]	[●●]	[●●]	[●●]
6	[●●]	[●●]	January	[●●]	[●●]	[●●]	[●●]	[●●]

schedule 12: Memorandum separation of interest

The Memorandum Separation of Interest is available at www.rijkswaterstaat.nl/inkoopbeleid.

schedule 13: Statement concerning the obligations related to environmental,
social and labour law

Name and address of the company:

.....

Chamber of Commerce registration number (registration number of the Trade Register
or a corresponding register of the country where the company is established):

.....

Company contact (name, e-mail, telephone):

.....

The undersigned declares that, with the preparation of his tender, he has taken account
of the obligations related to environmental, social and labour law pursuant to the laws of
the European Union, national laws or collective employment contracts or pursuant to the
provisions included in Annex X of Directive 2014/24/EC pertaining to international
environmental, social and labour law.

Name or names of signatory or signatories authorised as representative:

.....

Date:

Signature(s):

schedule 14: Convergence Phase Product declaration

[Name of Tenderer] hereby declares to have gone through the Convergence Phase. [Name of Tenderer] thereby declares that the requirements relating to the Tunnel as included in Schedule 9 "Schedule of Requirements" of the DBFM Agreement do not have mutual inconsistencies, nor are they inconsistent with the other parts of the DBFM Agreement and the Regulations. [Name of Tenderer] also declares that the requirements relating to the Tunnel as included in Schedule 9 "Schedule of Requirements" of the DBFM Agreement are not impracticable.

In view of the aforementioned, [name of Tenderer] declares that a demonstrably safe integrally operating Tunnel can be realised on the basis of the requirements regarding the Tunnel as included in Schedule 9 of the "Schedule of Requirements" of the DBFM Agreement.

Thus signed in [city], [date]

[Tenderer's name],

[name of natural person authorised to represent]

[position]

[signature]