



Rijkswaterstaat

Ministry of Infrastructure and Water Management

Tendering Guidelines



DBFM Agreement

A9 Badhoevedorp – Holendrecht

(Schiphol-Amsterdam-Almere)

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Ministry of Infrastructure and Water Management

Colophon

DBFM 4.2

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1 Introduction

1.1 Tendering Guidelines

The tendering procedure for the project A9 Badhoevedorp – Holendrecht (hereinafter referred to as: the Project) is described in these Tendering Guidelines. The principles set out in these Tendering Guidelines 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 checking the proper receipt of the Tender Documents. If the Tender Documents are not received in good order, the Candidate must report this immediately via TenderNed, "*Berichten*" ("Messages") (see paragraph 1.3).

The Tender Documents have been carefully compiled. Should the Candidate nevertheless have objections, for example because of alleged contradictions, flaws or possible violations of the statutory provisions (or other) irregularities, then the Candidate must notify the Contracting Authority as soon as possible in writing or to seek clarification by means of submitting 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 a capital letter ("**S**chedule [.]"), while schedules to these Tendering Guidelines are written with a lowercase letter ("**s**chedule [.]").

1.3 Contracting Authority and the method of tendering

The Contracting Authority is: The State of the Netherlands
Ministry of Infrastructure and Water Management
RWS Major Projects and Maintenance

Project organisation:
SAA A9 Badhoevedorp – Holendrecht

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The tendering procedure will be carried out exclusively digitally by way of 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 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 electricity grid, the submission can take place in accordance with Article 2.109a of the Public Procurement Act. 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" ("Rectification").

All documents have to be submitted digitally via TenderNed, in accordance with the TenderNed user's guide, which can be found at the website of TenderNed in the "eGids". All documents that must be signed and submitted digitally must be submitted in **PDF format** and be signed with a **recognised electronic signature** in accordance with Regulation (EU) no. 910/2014 of the European Parliament and the Council 23 July 2014¹.

If a particular digital PDF form (for example the European Single Procurement Document) cannot immediately be signed with a recognised electronic signature, a digital PDF printout of the form completely filled in must be made, and this digital printout must be signed with a recognised electronic signature. This digitally signed digital printout must then be submitted to the Contracting Authority.

There are two exceptions to the rule that signature must always be by recognised electronic signature:

- 1) In the case of the request to participate the Candidate has the choice of two options for all documents that have to be signed with the request to participate:
 - a) Submitting the documents electronically in PDF format in TenderNed with a recognised electronic signature,
 - or**
 - b) Submit a Compliance Statement from the Candidate in TenderNed, in accordance with the format in schedule 2.6. A scan in PDF format of the entire document (signed by hand) must be submitted with this statement as enclosed schedule, after which the statement with schedule must be signed by the Candidate himself with a recognised electronic signature. The original document to be submitted must at the same time be

¹ Electronic signatures that meet this standard are for example: PKIoverheid, EU Qualified, or other STORK IV signatures, and also advanced electronic signatures that have been created using a recognised means for creating electronic signatures, on the basis of a recognised certificate for electronic signatures as described in EU Regulation No. 910/2014 of the European Parliament and the Council of 23 July 2014.

sent to the address of the Contracting Authority shown above (by post, courier or other rapid means).

2) All documents that have to be signed by third parties, such as for example the documents that have to be provided by financial institutions upon submitting the Tender are allowed to be submitted without a recognised electronic signature. For these documents there is a choice from two possibilities:

a) Submitting the documents electronically in PDF format in TenderNed with a recognised electronic signature,

or

b) Submit a Compliance Statement from the Candidate/Tenderer in TenderNed, in accordance with the format in schedule 9.1 C. A scan in PDF format of the entire document (signed by hand) must be submitted with this statement as enclosed schedule, after which the statement with schedule must be signed by the Candidate/Tenderer himself with a recognised electronic signature. The original document to be submitted must at the same time be sent to the address of the Contracting Authority shown above (by post, courier or other rapid means).

Questions in relation to the Selection Phase of this tendering procedure may only be submitted by way of TenderNed. Questions requesting information related to this tendering procedure after the Selection Phase may 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 from this tendering procedure.

The Project is one of the sub-projects of the Schiphol - Amsterdam - Almere programme (hereinafter: SAA programme). The aim of this programme is to improve the quality of life and accessibility of the Northern Randstad, with due regard for the interests of the administrative environment and private sector parties. During the performance of the work, the SAA programme is predictable for the local residents and attempts to limit the traffic and execution nuisance.

The Project is the last link in the SAA programme and also the most westerly project in this programme. Between the Badhoevedorp and Holendrecht junctions, the A9 will have four traffic lanes instead of three traffic lanes and also new noise barriers. At Amstelveen, the motorway will be built in a sunken position over approximately 1.3 kilometres. The Project thus contributes to a better traffic flow and better quality of life. The Municipality of Amstelveen provides a substantial financial contribution to this and is therefore an important stakeholder.

The Project principally consists of:

- A9 – A2 Holendrecht-zuid Junction:
 - Widening the A9 from 3-3 to 4-4 traffic lanes (km 21.50 to km 22.60);
 - Creating an alternating lane from engineering structure 18 to the A9 (km 22.60);
 - Widening the A9 – A2 exit lane of the A9 from 2 to 3 traffic lanes (km 21.05 to km 22.05);
- A9 Holendrecht-zuid Junction – Badhoevedorp Junction:
 - Widening the A9 from 3-3 to 4-4 traffic lanes (km 22.60 to km 32.00);

- Creating an alternating lane (km 22.60 to km 24.50);
- The realisation of sunken position with 3 roof structures (between km 28.80 and km 27.40);
- The realisation of new engineering structures;
- The realisation of a moveable bridge;
- The adaptation of existing engineering structures;
- The realisation, adjustment and removal of noise reduction measures;
- The performance of mitigating measures for nature and landscaping layout;
- The preservation of the water management;
- The decommissioning of objects;
- Maintaining RWS and third-party infrastructure during the realisation of the Project;
- Maintaining RWS infrastructure for 14 years.

The key project implementation challenges are as follows:

1. Simultaneous realisation with the A10 Zuidasdok project, which should include attention to planning and minimising nuisance;
2. The sunken position rather than a tunnel at the location of Amstelveen. This is a major change with respect to the RD 2011;
3. Expansion of the Schiphol Bridge. A moveable bridge, which should include attention to the operation, availability and reliability.
4. The connection to the alternating lane on the A9 Gaasperdammerweg.

The project team has the ambition to realise the Project in close cooperation with the market and environment, taking into account the dynamic context in which the Project operates.

The contracting authority anticipates the possibility that over the duration of the DBFM contract the following options are added to the scope of the Project:

- Opening the alternating lane, location 24.3 hmp to hmp 21.6, to traffic earlier than the Availability date;
- Extension of the capacity of the ramp of connection 6 (South course A9 direction Amstelveen) in combination with conversion/extension of the capacity on the connecting underlying road network;
- Adjustment of the A9 motorway from junction Badhoevedorp up to junction Holendrecht from 2 x 4 with emergency lane to 2 x 5 without hard shoulder, or 2 x 4 with rush hour lane, and ports of refuge;
- Extra deep construction of the A9 extra at the height of Overkapping Oude Dorp by approximately 2 metres;
- The broadening of Overkapping Bovenlandpad from 17 metres to a maximum of 85 metres.

1.5 DBFM Agreement

The applicable model of the DBFM Agreement, without the associated schedules, is appended as schedule 3. Only Schedule 1 (Definitions) belonging to the DBFM Agreement is appended.

At the end of the Dialogue, the model 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 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 debt capital, or at least a guarantee for such, based on the principles of project financing.

The Contracting Authority will conclude a Direct Agreement with the Contractor and the relevant Lenders, and if requested it will cooperate with the pledging of the Nett 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* 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 moreover reserves the right to change the process to obtain 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 Phasing tendering procedure

The tendering procedure will be carried out in a number of phases. These phases are shown in the following diagram. The dates given are indicative and may be amended during the tendering procedure. The planning specified in TenderNed will prevail.

| ACTIVITY | START | END |
|--|------------|------------|
| Selection Phase (n Candidates) | | |
| Contract Notice Publication on TenderNed | 31-01-2018 | 31-01-2018 |
| Submission of requests for information | 31-01-2018 | 21-02-2018 |
| Publication (final) Information Brief | | 28-02-2018 |
| Submission requests for participation | 31-01-2018 | 07-03-2018 |
| Assessment requests for participation | 08-03-2018 | 21-03-2018 |
| Inform candidates of decision | | 21-03-2018 |
| Objection period | 21-03-2018 | 28-03-2018 |
| First Phase of the Dialogue (n Candidates) | | |
| Invitation to participate in the First Phase of the Dialogue | | 29-03-2018 |
| Opening Data Room | | 29-03-2018 |
| Kick-off meeting | | 05-04-2018 |
| Dialogue discussions 1 st round | 16-04-2018 | 20-04-2018 |
| Dialogue discussions 2 nd round | 21-05-2018 | 25-05-2018 |
| Submission of requests for information | 29-03-2018 | 08-06-2018 |
| Publication (final) Information Brief | | 25-06-2018 |
| Submission Shortlisting Product | | 09-07-2018 |
| Assessment of Shortlisting Product | 20-08-2018 | 31-08-2018 |
| Decision on participation in Second Phase of the Dialogue | | 03-09-2018 |
| Objection period | 03-09-2018 | 13-09-2018 |
| Second Phase of the Dialogue (3 Candidates) | | |
| Invitation to participate in the Second Phase of the Dialogue | | 14-09-2018 |
| Kick-off meeting | | 18-09-2018 |
| Dialogue discussions 1 st round | 25-09-2018 | 27-09-2018 |
| Consultation weeks about specialist subjects 1 st round | 02-10-2018 | 12-10-2018 |
| Dialogue discussions 2 nd round | 06-11-2018 | 08-11-2018 |
| Consultation weeks about specialist subjects 2 nd round | 13-11-2018 | 23-11-2018 |
| 3 rd round of dialogue discussions | 04-12-2018 | 06-12-2018 |
| Consultation weeks about specialist subjects 3 rd round | 11-12-2018 | 21-12-2018 |
| Design Department | 14-01-2019 | 18-01-2019 |
| 4 th round of dialogue discussions | 29-01-2019 | 31-01-2019 |
| Consultation weeks about specialist subjects 4 th round | 05-02-2019 | 15-02-2019 |
| 5 th round of dialogue discussions | 12-03-2019 | 14-03-2019 |

| | | |
|--|------------|------------|
| Consultation weeks about specialist subjects 5 th round | 19-03-2019 | 29-03-2019 |
| Submission of (last) request for information | 14-09-2018 | 11-04-2019 |
| Publication (final) Information Brief | | 25-04-2019 |
| Tender Phase (3 Tenderers) | | |
| Invitation to submit the Best and Final Offer | | 25-04-2019 |
| Submission qualitative part of the Tender | | 23-05-2019 |
| Submission quantitative part of the Tender | | 11-06-2019 |
| Appointment of Preferred Tenderer (intention) | | 27-06-2019 |
| Judicial protection period non-preferred Tenderers | 28-06-2019 | 17-07-2019 |
| Final selection of Preferred Tenderer (contract award) | | 18-07-2019 |
| Conclusion (1 Preferred Tenderer) | | |
| Contract Close | | 19-09-2019 |
| Financial Close | | 24-10-2019 |

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 Grounds for Exclusion 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/EU, of organising the Dialogue in successive phases. In this tendering procedure, the Dialogue consists of the following phases:

- 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 of 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. If there are fewer than four Candidates upon commencement of the First Phase of the Dialogue, the Contracting Authority will organise the Dialogue in consultation with the Candidates.

The Second Phase of the Dialogue is described in chapter 5. During the Second Phase of the Dialogue, the Contracting Authority will work out the contents of the DBFM

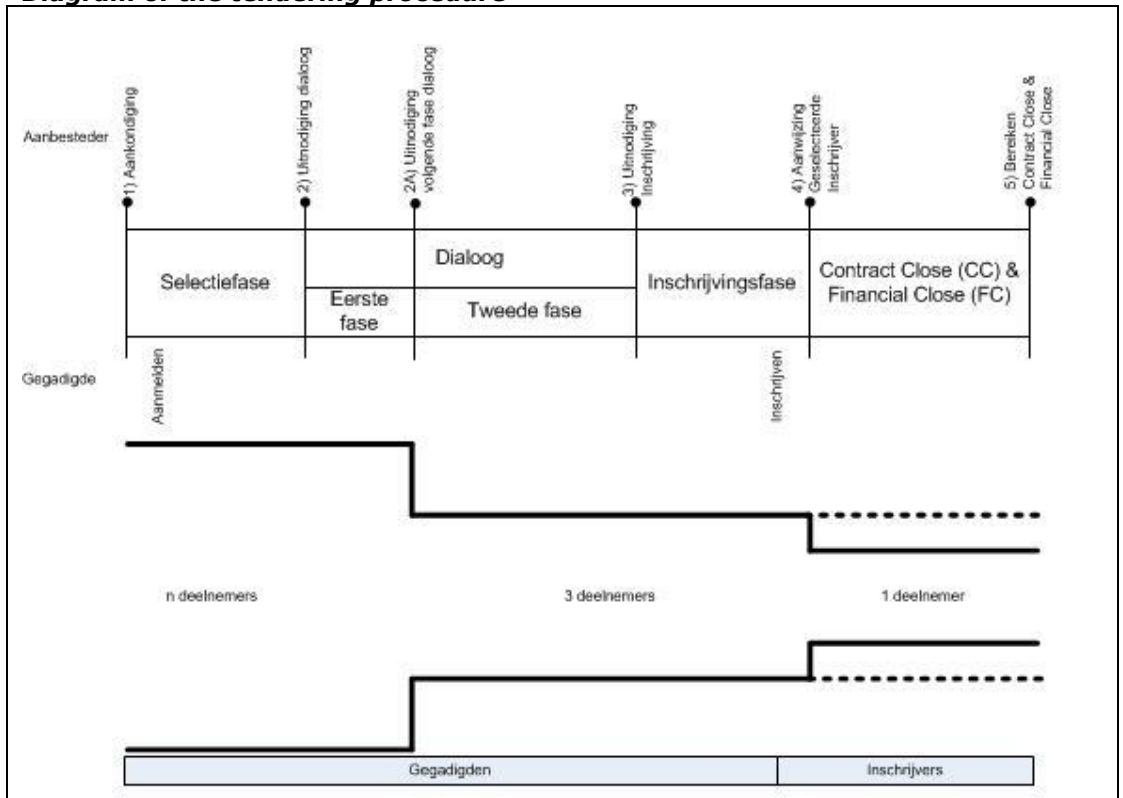
Agreement in more detail with the Candidates, and adjust such where necessary. During the Second Phase of the Dialogue, no shortlisting will take place.

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. The award of the Project will take place based on the criterion of the economically most advantageous tender with the best price-quality ratio (hereinafter referred to as "BPQR").

Diagram of the tendering procedure



1.8 Public planning procedure

The SAA 2017 Route Decision was adopted on 7 March 2017. This decision is not yet irrevocable. Its discussion by the Council of State is scheduled for 2018. This concerns an amendment to the SAA Route Decision of 21 March 2011, which was previously amended on 21 March 2013 and on 23 September 2014.

The final outcome of the public planning procedure on the basis of the Transport Infrastructure (Planning Procedures) Act may have an impact on the further progress of the tendering procedure and on 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:

| the Parties | Description of the agreement |
|---|---|
| Minister of Transport, Public Works and Water Management, Province of North Holland, Province of Flevoland, Municipality of Amsterdam, Municipality of Amstelveen, Municipality of Almere, City Region of Amsterdam | Agreement Streamline Alternative Feasibility Study Schiphol - Amsterdam - Almere |
| Minister of Transport, Public Works and Water Management, Province of North Holland, Province of Flevoland, Municipality of Amsterdam, Municipality of Amstelveen, Municipality of Almere, City Region of Amsterdam | Amended Agreement Streamline Alternative Feasibility Study Schiphol - Amsterdam - Almere |
| Minister of I&E and Municipality of Amstelveen | Cooperation agreement with the Municipality of Amstelveen regarding the road widening of the A9 by Amstelveen, case numbers 31081595 and 31081611 |
| RWS, the Municipality of Haarlemmermeer | IA Municipality of Haarlemmermeer, case number 31126734 |
| RWS, Province of North Holland | IA Province of North Holland, case number 31126738 |
| RWS, the Municipality of Ouder-Amstel | IA Municipality of Ouder-Amstel, case number 31126733 |
| RWS, the Municipality of Amstelveen | IA Municipality of Amstelveen, case number 31109331 |
| RWS, Rijnland Water Board | IA Rijnland Water Board, case number not yet known |
| RWS, the Municipality of Amsterdam | IA Municipality of Amsterdam, case number 31126735 |
| RWS, AGV Water Network | IA AGV Water Network, case number not yet known |

The data will be updated during the tender procedure. Other relevant stakeholder agreements could be listed here as well.

2 General information

2.1 Acceptance Declaration Candidates

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 competitive dialogue (sections 2.28 and 2.29 of the Public Procurement Act and Chapter 4 of the Procurement Rules on Public Works Contracts 2016).

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/EU of 26 February 2014, on the award of public works;
- 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 as last amended by the Law of 22 June 2016 (Public Procurement Act);
- The Tender Decision of 24 June 2016;
- The Procurement Rules on Public Works Contracts 2016 (ARW 2016);
- The Proportionality Guide of 16 June 2016;
- 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 TenderNed "Messages".

All time limits detailed in the Tender Documents will commence the day after the sending of the decision at midnight 0.00 hours, 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 such case, the Contracting Authority is free to proceed with the (further) implementation of 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 within 20 Calendar Days after the date of sending of that decision by the Contracting Authority. The action will be deemed to have been instituted as of the date of the 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 TenderNed "Messages". This notification will contain

all the relevant reasons for that decision, as well as a precise description of the date and time on which the time limit of 20 Calendar Days referred to above will end.

All disputes that arise between the parties involved in the tendering procedure in connection with the tendering procedure must be put before the civil courts 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 a following phase of the tendering procedure, but who nonetheless withdraw, will not have a right to receive a (design) costs compensation payment.

2.5 Contract Notice

The contract notice was announced on the date stated in Paragraph 1.7.1 on the website www.tenderned.nl.

No pre-announcement has been published.

2.6 Language

This tendering procedure will be conducted in the Dutch language. Insofar as the Contracting Authority has not stated otherwise, all documents shall be drawn up in the Dutch language. If declarations that were originally in a foreign language have to be submitted in Dutch, the Candidate has to submit both the declaration in the original (foreign) language and a translation of such into Dutch.

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

- Certificate of Conduct for Procurement (GVA) or an equivalent certificate;
- Extract from the trade register;
- Declaration of economic and financial standing;
- Proxy.

If the Candidate is asked to submit a contractor's certificate of good conduct or an extract from the trade register, and the Candidate wishes to submit the document - without an attached translation - in a language other than Dutch, English, German or French, it must obtain the advance permission of 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 from a(n external) debt capital provider (Mandated Lead Arranger) in accordance with schedule 9.4;
- Support Letter 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 € • (• Euros), exclusive of VAT, price level **1 January 2018**. 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 supply

2.8.1 Website

The Contracting Authority has set up a website for this tendering procedure at:

<https://www.rijkswaterstaat.nl/wegen/projectenoverzicht/a9-badhoevedorp-holendrecht-amstelveen/index.aspx>

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. This Data Room may be supplemented until one week before the Invitation to Tender is sent. 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.

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 contractors 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 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 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 as well as other types of information concerning the Project or the Tender Documents that are identical and apply equally to all Candidates.

If the Contracting Authority responds to a request for information from a Candidate by way of General Information, the Contracting Authority will display and respond to this request for information 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 make a decision on 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 conflicts of interest

The guidelines of RWS for the prevention of inside information and conflicts of interest, as included in the 'Separation of interests, Policy to prevent conflicts 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) whether there is (or has been) any involvement in the preparation of the Project and whether there are conflicts of interest that could have a negative impact on the execution 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 interest.

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 or if there are conflicts of interest that could have a negative impact on the execution of the Project.

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'². Complaints in relation to the tendering procedure may be submitted to the Central Contract Tendering Complaints Desk of RWS at the following e-mail address: klachtenmeldpunt@rws.nl

Complaints can be made in relation to non-compliance with statutory regulations or violations 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 the purchasing strategy of RWS. This results in the following advantages for this project:

- a. 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.
- b. 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.
- c. The combination of design, build, finance, and maintenance:
 - Offers private sector parties more space for product and process innovation, which leads to better performance at a lower cost;
 - Leads to maintenance-friendlier design and higher quality;
 - Offers private sector parties excellent opportunities to keep construction costs and operational expenditure to a minimum;
 - Leads to better Project Management, shorter turnaround time and higher quality of the services to be provided;
 - Leads to the 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;
 - Leads to a higher-quality design because the (financial) consequences for errors in the design are borne by the contractor;
 - Makes it easier to limit inconvenience for road users on the route as well as on the underlying road network.
- d. 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)

² For more information about the complaints desk and the advice 'Complaints procedure for contract tendering', see the website of RWS. Go to: "www.rijkswaterstaat.nl/zakelijk", and then select: Zaken doen met Rijkswaterstaat > Inkoopbeleid > Aanbesteden > Klachtenmeldpunt aanbesteden.

- and in which regard the DBFM format is only adopted if a sufficient number of private sector parties are able to tender;
- e. Because the decision to adopt the DBFM contract form for the Project was taken on the basis of the Public Private Comparator, it satisfies the requirements of proportionality, transparency, and objectivity;
 - f. DBFM contracts involve fewer interfaces between different parties, as a result of which less coordination is needed;
 - g. The combination of a single integrated contract and award procedure on the basis of price and quality (EMAT-BVFM) offers Tenderers more opportunities to compete in terms of quality;
 - h. DBFM is an instrument adopted on a government-wide basis in order to ensure the efficient use of government resources and to reduce costs. This policy is not contrary to the objective that section 1.5 of the Public Procurement Act aims to achieve.

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 Grounds for Exclusion 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. Failure to complete a form completely may result in exclusion from (further) participation in the tendering procedure.

3.2 Registration

Interested parties may register with the Contracting Authority until **7 March 2018** at 23:59 at the latest 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 may be requested until **21 February 2018** at 23:59 at the latest via

TenderNed, "Vragen en antwoorden" (Questions and answers). The provisions of paragraph 2.10 apply to this information.

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

The Information Brief to be drawn by the Contracting Authority is published on TenderNed at the latest on the date stated in Paragraph 1.7.1.

3.4 Requests for participation

Interested parties can submit their request for participation via TenderNed until **7 March 2018** at 15.00 at the latest (see paragraph 1.3), the TenderNed clock being definitive. The TenderNed digital safe closes at the aforementioned time. Requests for participation that are submitted in a different manner are not considered. If documents to be submitted digitally have to be signed along with the request to participate, that signature must be done in accordance with the requirements in paragraph 1.3.

The request for participation must be structured entirely in accordance with the template 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 or legal entities who are affiliated in a manner as referred to in article 2: 24a of the Dutch Civil Code; or
2. Persons or legal entities who are affiliated in a group as referred to in article 2: 24b of the Dutch Civil Code; or
3. Persons or 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 an 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 will have to be designated as representative in the template form request for participation included in schedule 2.1 under 1). The representative must be authorised to duly represent the other legal entities who 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 formed at the latest on the day before the Date of Agreement and it must have confirmed the legal acts performed on its behalf by the persons and legal entities referred to under (b). Copies of the 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 an 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 have coordinated their actual 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

It is the responsibility of the Candidates to demonstrate their own compliance with the suitability requirement set out in paragraph 3.12.

The Candidates must demonstrate that they satisfy the suitability requirements provided for in paragraphs 3.13.1, 3.13.2 and 3.13.3 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 Subcontractors - 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 in accordance with the requirements of paragraph 1.3.

Significant Subcontractors must actually be deployed by the Contractor when performing the activities 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 paragraphs 3.13.1, 3.13.2 and 3.13.3, a Candidate or Significant Subcontractor can only invoke certain experience if and to the extent that Candidate or Significant Subcontractor itself performed the activities relevant for that experience.

3.9 Changes in Composition of Candidates, Appointment 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 Grounds for Exclusion;
- the fulfilment of the suitability requirements or the selection criteria;
- inside information or conflicts 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 will continue to satisfy all the requirements that apply until that time in this tendering procedure to 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 natural person or legal entity participating in the SPV under incorporation: A European Single Procurement Document (schedule 2.3 A, being the standard statement in accordance with the Public Procurement Act) and a Supplementary Compliance Statement (schedule 2.3 B).
- d. From each Significant Subcontractor: a European Single Procurement Document (schedule 2.3 A, being the standard statement in accordance with the Public Procurement Act) of which sections A and B of part II have been completed and part III has been fully completed, as well as a Supplementary Compliance Statement (schedule 2.3 B).
- e. Declaration of economic and financial standing (paragraph 3.12) including all related documents (schedule 2.4).
- f. References concerning project management experience (paragraph 3.13.1) including all related documents (schedule 2.5).
- g. References concerning project financing experience (paragraph 3.13.2) including all related documents (schedule 2.5).
- h. References concerning industrial automation experience (paragraph 3.13.3) 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 is included in paragraph 1.3.

3.11 Grounds for Exclusion

3.11.1 Mandatory Grounds for Exclusion

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 articles 4.13.1 to 4.13.5 Procurement rules on public works contracts 2016 applies, without prejudice to the provisions of Article 4.13.12 of the Procurement rules on public works contracts 2016.

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 4.13.7 Procurement rules on public works contracts 2016 applies, without prejudice to the provisions of Article 4.13.12 of the Procurement rules on public works contracts 2016.

3.11.3 Statements to be submitted

The Candidate must 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 European Single Procurement Document (schedule 2.3 A, being the standard statement in accordance with the Public Procurement Act) and a Supplementary Compliance Statement (schedule 2.3 B).
- As regards each Significant Subcontractor: A European Single Procurement Document (schedule 2.3 A, being the standard statement in accordance with the Public Procurement Act) of which sections A and B of part II have been completed and part III has been fully completed, as well as 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 European Single Procurement Document 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 4.13.6 and 4.13.9 Procurement Rules on Public Works Contracts 2016 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 European Single Procurement Document or a Supplementary Compliance Statement which has not been completed fully or truthfully may lead to 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, 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.

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

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 Sections 4.13.1 to 4.13.5 of the Public Procurement Act 2016 or Section 4.13.7 of the Public Procurement Act 2016, 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 thereof by the Contracting Authority of the content of that advice via TenderNed, "Messages".

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, failing which the Candidate may be excluded from (further) participation in the tendering procedure. If one of the exclusion/disqualification criteria, 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 via TenderNed, "Messages".

Candidates who, in the opinion of the Contracting Authority, act in violation of the rules or requirements as set in the Tender Documents, may 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 €40,000,000 (forty million euros) available to the Candidate for the purposes 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 purposes 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 €40,000,000 (forty million euros).

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 prove 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 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 expertise

3.13.1 Project Management Experience Requirement

The Candidate must be able to demonstrate that it actually possesses 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 earthworks and hydraulic works (EHW) 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, and traffic 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 at least to €50,000,000 (fifty million euros) (in real euros, exclusive of VAT);
- d. construction must have been completed for at least 25%, such to the satisfaction of the relevant client, at the time the request 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. the daily management of the work;
- ii. the risk management;
- iii. the quality management;
- iv. the financial management;
- v. the time schedule;
- vi. the handling of changes.

3.13.2 Project Financing Experience Requirement

The Candidate must be able to demonstrate that it actually possesses 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 Contracting Authority of at least €50,000,000 (fifty million Euros) (in real Euros, exclusive of VAT) in an important role as regards the conclusion of Finance Agreement(s) for the purpose of project financing between a special purpose vehicle and the debt capital providers, 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 3.13.1 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 debt capital providers or as financial advisor.

3.13.3 Industrial automation experience requirement

The Candidate must be able to demonstrate through no more than two projects that it actually possesses the following experience for the performance of the Project:

The Candidate must have gained experience with the design, system integration, testing and management of an industrial automation system during the past five years, to be calculated from the final date for submission of a request for participation, see paragraph 3.4. The project or the two projects jointly must meet the following requirements:

- a. The industrial automation system must consist of at least five subsystems, which have been integrated into a single system in terms of both hardware and software; and
- b. The industrial automation system must have been integrated within a single operational system and a single operational organisation at the time of the integration in terms of both technology and organisation; and
- c. The industrial automation system must be managed by way of change management, configuration management, and incident management, for example in accordance with the Information Technology Infrastructure Library (ITIL), for a period of at least two years of the operational phase.

The term "industrial automation system" in the sense of this paragraph means: a system consisting of mechanical engineering, electrical engineering, and ICT systems for the management of a primary production process in which these systems are operated from a control platform. This control platform also has the purpose of collecting and presenting dynamic information, which can then be used to influence the aforementioned production process through operation and control from a central point.

3.13.4 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 3.13.1, 3.13.2 and 3.13.3 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 Grounds for Exclusion criteria as referred to in paragraph 3.11 exist 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 total 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 of the Project and 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 may submit requests for information during the First Phase of the Dialogue between the dates provided in Paragraph 1.7.1. 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, via TenderNed, "Messages", 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 about the agenda item;
- Specific issues or questions.

4.3 Shortlisting Product

If more than three Candidates have been admitted to the First Phase of the Dialogue, these Candidates will be invited to submit a Shortlisting Product during this phase as described in schedule 5. The Contracting Authority will provide the information that the Shortlisting Product has to be based on prior to the First Phase of the Dialogue. The Shortlisting Product may only be based on disseminated information that has been specifically provided for the Shortlisting Product, as well as any information about the Project that is in the public domain. In this way the Candidates are prevented from incurring high transaction costs in connection with the studying of information.

The Shortlisting Products submitted by the Candidates will be assessed for validity and then assessed in accordance with the criteria of 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

Because all of the Candidates have to base their Shortlisting Products on the same representative information, a level playing field is created. The relationship between the Shortlisting Product and the Tender is that both are assessed on the basis of the BPQR criteria and objectives.

All (control) measures provided for in the Shortlisting Product should be continued by the Candidate in the Tender. All (control) measures specified in the Shortlisting Product must also be offered in the Tender. Deviating from this stipulation is allowed only with 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 2.1 "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 of the Tendering Guidelines 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 must submit the submission form and their Shortlisting Product in PDF format, via TenderNed, "Berichten" (Messages), by 23.59 on **9 July 2018** 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, in accordance with the requirements provided for in paragraph 1.3.

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 BPQR criteria and the associated 'Contracting Authority Objectives' of schedule 7.1 form the reference framework for the Shortlisting Product. The Candidates will be given an assessment mark for the risks and opportunities. The assessment marks for each section will be

multiplied by the weighting factor, and the resulting scores will then be added together to calculate the total score.

Only valid Shortlisting Products will be assessed. If the Shortlisting Product was submitted in a timely manner and has been elaborated in accordance with the criteria set out in paragraph 2.1 of schedule 5 "Shortlisting Product Requirements", the Shortlisting Product shall be deemed 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 via TenderNed, "Messages". The other Candidates will be deactivated for this tendering procedure in TenderNed by the Contracting Authority.

If two or more Candidates end with the same total score, and this will affect the determination of the three Candidates with the highest total score, and the risks and opportunities detailed in schedule 5 cannot differentiate between them, then lots will be drawn to decide which of them will be invited to participate in the Second Phase of the Dialogue. This drawing of lots will take place after the objection period of 10 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 of the Tendering Guidelines 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 Second Phase of the Dialogue on the basis of the highest total score, the Candidate must submit this objection to the Contracting Authority via TenderNed, "Messages", within ten Calendar Days after the announcement of this decision. 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 via TenderNed, "Messages", within three Calendar Days after the announcement of this decision.

4.9 (Design) costs compensation payment

The Contracting Authority will pay each of the Candidates that have submitted a valid Shortlisting Product, but have not been invited to participate in the Second Phase of the Dialogue, a (design) costs compensation payment of €240,000 (two hundred and forty thousand euros), exclusive of VAT, for the costs incurred by it. 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 definitive, 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 Candidates' Shortlisting Products, as well as discussing what follow-up will be made by the Contracting Authority and Candidates regarding the opportunities identified by the Candidates in their Shortlisting Products;
- 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 any modifications of the DBFM Agreement. In this, attention will be paid to the follow-up that parties wish to make to the opportunities identified by the Candidate in its Shortlisting Product. If the Contracting Authority wants to make certain opportunities impossible, it will make this known at the start of the Second Phase of the Dialogue. If the Contracting Authority conversely wants to make certain opportunities possible, what is needed for realising the opportunities will be discussed with the Candidate.

Each Candidate must submit the items it wants to put on the agenda of a dialogue meeting, via the e-mail address included 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:

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 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 by the Contracting Authority at the latest by 12 p.m. on the Friday before the meetings of the next week will be discussed during those meetings. The procedure for requests for information, including requests for adjustment, is described in paragraph 2.10.

Consultations about specialist subjects

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 in the request, and the Contracting Authority can deny a request for consultations on a specialist subject.

In principle, the maximum total number of consultations about specialist subjects per Candidate is fifteen. There are ten weeks within which these consultations can take place. In paragraph 1.7.1, the Contracting Authority has specified the weeks in which the consultations can take place. Maximum three consultations will be held per Candidate during each round. The time limit for each consultation is 3 hours.

The draft parts of the Tender to be discussed

The Candidates can – as preparation for the Tender – submit parts of the Tender in a draft form. Draft proposals for parts of the Tender are covered by the definition of Dialogue Products. If a Candidate wants to submit part of the Tender as a draft for discussion, it must do this digitally by means of a proposal with attachment for the agenda of the Dialogue, via the e-mail address included in paragraph 1.3 of these Tendering Guidelines. 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. 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 Risk Management Plan as referred to in schedule 7.3;
- The Traffic Nuisance Limitation Plan as referred to in schedule 7.4;
- 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 Visual Design Plan, as referred to in schedule 8.3;
- 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;
- Action Plan Schiphol Bridge, the requirements of which are included in the Data Room.

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.

Design Department

In the period as indicated in paragraph 1.7.1 (Phasing tendering procedure), Candidates must present their integrated design to the Contracting Authority. Any additional discussion topics for the design department will be indicated by the Contracting Authority in time during the dialogue. The design department is organised by the Candidate at a location that is most suitable for the Candidate. Some stakeholders/local interested parties from the Contracting Authority may also be invited to the design department. The Contracting Authority (and some invited stakeholders/local interested parties) may discuss the integrated design (and any additional discussion topics). Each Candidate must take into account that the design department programme will last one day.

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.

6 Adoption of DBFM Agreement - Invitation to Tender

Upon completion of the dialogue discussions of the Second Phase of the Dialogue, the Contracting Authority will make a Dialogue Report, containing a brief summary of the outcome of the Dialogue and the adopted DBFM Agreement available to the Candidates.

After adoption of the Dialogue Report, the Contracting Authority will invite the Candidates to submit their Tenders. The Candidates shall base their Tenders on the Dialogue Report.

7 Tender Submission

7.1 Objective

The objective of this phase is to appoint 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 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

7.2.1 Content of the qualitative part

The qualitative part shall consist of the following sections:

1. The Template 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 BPQR criteria (schedule 7);
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 Visual 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.

7.2.2 Content of the quantitative part

The quantitative part shall consist of the following sections:

1. A Template 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 2018**, 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. A statement of the expected Commencement Date, Scheduled Availability Date and the Scheduled Completion Date, in accordance with the Basic Project Plan;
4. The Original Financial Model in accordance with the requirements of schedule 9.7 A;
5. The Financing Plan, in accordance with the requirements of schedule 9.7 B;
6. The Indexation Formula in accordance with the model form Indexation Formula (schedule 11);
7. A document in which the changes to the Original Financial Model when compared to the Dialogue Product Format Original Financial Model are described;
8. A Shareholder Support Letter from each of the Shareholders (completely in accordance with the format set out in schedule 9.2);
9. A financial advisor's Support Letter (completely in accordance with the format set out in schedule 9.3);

10. One or more Support Letters from a debt capital provider (Mandated Lead Arranger) for a total of at least 100% of the debt capital financing requirement (completely in accordance with the format set out in schedule 9.4);
11. A Support Letter from the European Investment Bank (schedule 9.5);
12. A Financial Close Bond, completely in accordance with the format set out in schedule 9.6.;
13. Model K statement(s) of the director(s) of the Tenderer (completely in accordance with the format set out in schedule 10);
14. Statement relating to environmental, social and labour legislation (completely laid out in accordance with the format incorporated in schedule 13).

7.3 Requirements for Tender

7.3.1 Requirements of the Tender

The Tender must meet the following requirements:

- a. The Tender must be based on the Dialogue Report, of which the DBFM Agreement forms part, with the Schedules completed at such time, and the Information Briefs.
- b. The Tender must be laid out in accordance with schedules 9.1 A and 9.1 B.
- c. The Tender must comply with the provisions of these Tendering Guidelines.
- 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 European Single Procurement Document (schedule 2.3 A) completed by such subcontractor, whereby sections A and B of part II have been completed, and part III has been completed entirely, as well as a Supplementary Compliance Statement (schedule 2.3 B) completed by the subcontractor. That stipulated above concerning subcontractors is only applicable if the value of the part of the commission that has been subcontracted through this contract is greater than €1,000,000.00 (one million euros).

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

Paragraphs 3.11.1 through 3.11.4 shall apply mutatis mutandis to the above subcontractors, other than the 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 the 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 made known prior to the submission of the quantitative part of the Tender, and if applicable, on the EIB Reference Rate made known by the EIB to the Tenderer.

At the 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 defined effectively in 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:

| Reference Rates | Quote | Fixing | Against |
|------------------------|--------------|----------------|-----------------|
| 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 |
| <input type="checkbox"/> | | <input type="checkbox"/> | |
| <input type="checkbox"/> | | <input type="checkbox"/> | |
| <input type="checkbox"/> | | <input type="checkbox"/> | |

7.4.2 Exclusivity provision of debt capital providers

In order to facilitate the process to Financial Close, the Contracting Authority requires that the Tenderers release their debt capital providers as well as the advisors of their debt 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 debt 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 parts specified in paragraph 7.2.1, being the **qualitative** part of the Tender, as well as the related details of the Scheduled Availability Date and the Scheduled Completion Date, no later than 3 p.m. on **23 May 2019** via TenderNed "Berichten" (Messages), in accordance with schedule 9.1 A, and the other parts of the Tender as specified in paragraph 7.2.2, being the **quantitative** part of the Tender, by 3 p.m. on **11 June 2019** via TenderNed "Inschrijving" (Tender), in accordance with schedule 9.1 B. The TenderNed digital safe closes at the aforementioned 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.

All parts of the Tender may only be submitted digitally via TenderNed. If documents to be submitted have to be signed, this signature must be done in accordance with the requirements in paragraph 1.3.

A Tender subject to a condition or 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 may provide an opportunity to rectify any shortcomings in the submission of the Model K statement and other statements requested. If this is the case, the Contracting Authority will determine the term within which the shortcoming must be rectified.

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 2018** 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 sequence resulting from step 1) in the indexation based on the Indexation Formula offer by the Tenderer. The Indexation Formula offered by the Tenderer is part of the Tender. The Indexation Formula format 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 adds the Bullet Payment to the resulting digit sequence in step 2), based on the Scheduled Completion Date offered by the relevant Tenderer in its Basic Project Plan.
- 4) The Contracting Authority converts the resulting digit sequence in step 3) of the Gross Availability Payment and the Bullet Payment into cash on **1 January 2018** 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 Tender Phase". The Contracting Authority has provided 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 economically most advantageous tender with the best price-quality ratio (BPQR). The tender with the best price-quality ratio is the Tender with the lowest notional tender price as determined as follows.

The Contracting Authority will determine the notional tendered amount 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 increase in connection with the assessment of the Tender on the basis of the BPQR 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.

Point (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 will set out the offered Gross Availability Payment, price level as at **1 January 2018**, in a sequence to be expected by the Tenderer based on the Commencement Date of **19 March 2020** and the Scheduled Availability Date proposed 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 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 14 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 Indexation Formula format 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 adds to the resulting digit sequence in step 3) for all Tenderer(s), the Bullet Payment 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 Tenderer(s) in his valid Tender.
- 5) The Contracting Authority converts the resulting digit sequence in step 4) of the Gross Availability Payment and the Bullet Payment into cash according to the price level on **1 January 2018**, 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.

Point (b) Notional correction based on the BPQR 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 BPQR 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 contract notice 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 economically most advantageous tender with the best value for money is the Tenderer with the lowest notional tender amount. The Tenderer with the lowest notional tender amount 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 appointed 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 appoint 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.
- Four weeks after the validity period of the Tender has elapsed.

7.10 Insurance

7.10.1 Procedure Insurance Availability Period after appointment of the Preferred Tenderer

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 procedure set out in the subsequent paragraphs. This 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) an offer certified 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 nett 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 will submit the information that complies with these requirements as soon as possible.

7.11 (Design) costs compensation payment

The Contracting Authority will pay any Tenderer who submits a valid Tender a compensation payment of €2,500,000 (two million five hundred thousand euros), 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 Final 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 within 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 euros) 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

Basic Project Planning

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

BPQR

The economically most advantageous tender with the best price-quality ratio.

Candidate

An SPV or one or more persons or 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.

Ceiling Price

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

Compliance Statement

The European Single Procurement Document together with the Supplementary Compliance Statement as referred to in paragraph 3.11.3 of the Tendering Guidelines.

Confidential Information

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

Contracting Authority

The State of the Netherlands, with its seat in The Hague, the Netherlands, Ministry of Infrastructure and Water Management, RWS Major Projects and Maintenance

Data Room

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

DBFM Agreement

The Design, Build, Finance, Maintenance agreement, including all Schedules.

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 his Tender.

EIB Reference Rate

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

European Single Procurement Document

The Compliance Statement established by Implementing Regulation (EU) 2016/7 by the European Commission.

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 9.7 B.

First Phase of the Dialogue

The phase of the tendering procedure described in chapter 4 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.

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, at the Financial Close, the Finance Agreements or the Shareholder Loan Agreements provide for the extension of funds to be used for that refinancing are not regarded as hard mini perm financing.

Indexation Formula

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

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.

Original Financial Model

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

Project

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

Preferred Tenderer

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

Reference Rates

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

Schiphol Bridge system

The whole object Schiphol Bridge: the bascule bridge, the fixed parts and related elements.

Second Phase of the Dialogue

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

Selection phase

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

Shareholder

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

Shortlisting Product

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

Significant Subcontractor

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

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-phased: 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.

Supplementary Compliance Statement

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

Swap Base Rate

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

Tender Documents

The Tendering Guidelines, the DBFM Agreement, the General and Confidential Information, the invitations to a (subsequent) phase in the tendering procedure and all other documents that the Contracting Authority will provide to the Candidates and will mark as such.

Tenderer

An SPV or one or more persons or 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.

Tendering Guidelines

The present document describing the tendering procedure.

Tender Submission

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.

Schedule 2 Template forms belonging to requests for participation

Schedule 2.1 Template form request for participation

1) Details of the Candidate⁵.

| | |
|--|--|
| Name | |
| Legal form | |
| Registered office (according to the articles of association) | |
| Country of establishment | |
| Trade register number | |
| Office address | |
| Email | |
| Telephone | |
| Name possible representative | |

2) Details Shareholder(s) (to be provided per Shareholder)

| | |
|--|--|
| Name | |
| Legal form | |
| Registered office (according to the articles of association) | |
| Country of establishment | |
| Trade register number | |
| Office address | |
| Email | |
| Telephone | |
| Percentage (future) participation in the Candidate | |

⁵ If there is an SPV that has already been incorporated, the data requested under 1) must be provided by the SPV and all information requested under B. by the participants (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 1) with the addition "acting on behalf of the SPV under incorporation".

3) Details concerning Significant Subcontractor(s) (to be provided per Significant Subcontractor)

| | |
|--|--|
| Name | |
| Legal form | |
| Registered office (according to the articles of association) | |
| Country of establishment | |
| Trade register number | |
| Office address | |
| Email | |
| Telephone | |

4) Details of the natural person authorised as representative who signs this request for participation on behalf of the Candidate⁶.

| | |
|---|--|
| Name of person authorised as representative | |
| Date and place of birth | |
| Position | |
| Name legal entity that is represented | |

5) Statement by the Candidate concerning the procedure and the accuracy of information

[name of Candidate] declares that:

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

¹ In case of an SPV, the information referred to under 4) must be provided by the SPV and the natural person or persons must sign this request for participation on behalf of the SPV. In case of an SPV under incorporation, the information referred to under 4) 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.

Signed in [place], [date]

Name of [Candidate⁷]

on whose behalf,

[name of the natural person or persons referred to under 4)]

[signature of the natural person or persons referred to under 4)]

⁷ In case of an SPV, the person or persons referred to under 4) must sign this request for participation on behalf of the SPV. In case of an SPV under incorporation, the persons referred to under 4) must 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 template included in **schedule 2.1**, with:

- Any (special) power of attorney in order to be able to sign the request for participation in 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.
- 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 where necessary a power of attorney 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.

Requirement C: Compliance Statement (paragraph 3.11)

A Compliance Statement fully filled in and signed in a legally valid manner by the Candidate⁸ and by every Significant Subcontractor, comprising two components:

- a) the European Single Procurement Document (**schedule 2.3 A**), in which it applies to the Significant Subcontractor that of **schedule 2.3 A** in Part II only sections A and B have to be completed and Part III must be fully completed (see paragraph 3.11.3 of the Tendering Guidelines), as well as
- b) the Supplementary Compliance Statement (**schedule 2.3 B**).

The Compliance Statement must be submitted together with where necessary a power of attorney in order to be able to sign the Compliance Statement 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.

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

A statement concerning economic and financial standing in accordance with the template 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.

⁸ 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 European Single Procurement Document.

- Any power of attorney 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.

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 where necessary a power of attorney 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.

Schedule 2.2 Model Statement concerning the availability of the Significant Subcontractor⁹

Details Significant Subcontractor

Name

Legal form

Address details

Email

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 Candidate], if the Project is awarded to [name 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 relates 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.

Signed in [place], [date]

[Significant Subcontractor],

[name of person with power of representation]

[position]

[signature]

⁹ To be completed by each Significant Subcontractor whose experience is relied on by the Candidate.

Schedule 2.3 A: European Single Procurement Document

The Uniform European Single Procurement Document is provided as a separate document in PDF format.

The Candidate must state his CoC number and branch number on the European Single Procurement Document under Part II A, Identification."

The Compliance Statement must be signed digitally in accordance with paragraph 1.3 of these guidelines.

The Contracting Authority is required to enter the following details in the interactive pdf form of the European Single Procurement Document:

| | |
|---|---|
| | <p>Verwijzing naar de <i>relevante aankondiging</i>¹ die bekend is gemaakt in het Publicatieblad van de Europese Unie:</p> <p>Nummer aankondiging in PB EU 5 (alleen indien u beschikt over dit nummer):</p> <p><u>1234567890</u> /S 123 - 1234567890</p> <p>Vermeld, wanneer bekendmaking van een aankondiging in het Publicatieblad van de Europese Unie niet is vereist, andere gegevens op basis waarvan ondubbelzinnig kan worden vastgesteld om welke aanbestedingsprocedure het gaat (bijvoorbeeld verwijzing naar een bekendmaking op nationaal niveau):</p> <p><u>TenderNed-kenmerk: 1234567890</u></p> <p>Deze aanbesteding betreft:</p> <p><input type="radio"/> Een procedure boven de van toepassing zijnde Europese aanbestedingsdrempel</p> <p><input type="radio"/> Een procedure onder de van toepassing zijnde Europese aanbestedingsdrempel</p> <p><input type="radio"/> Een procedure van een speciale-sectorbedrijf</p> |
| <h3>Deel I Gegevens over de aanbestedingsprocedure en de aanbestedende dienst of aanbestedende entiteit (inclusief speciale-sectorbedrijven)</h3> <p><i>De aanbestedende dienst of entiteit bruist aan wat van toepassing is op deze pagina én in deel III. Alle overige gegevens in alle delen van het UEA moeten door de ondernemer worden ingevuld.</i></p> <p>Identiteit van de aanbestede² Naam:</p> <p>Rijkswaterstaat [GPO / PPO / CIV / CD / WVL]</p> <p>Om welke aanbesteding gaat het? Titel of beknopte beschrijving van de aanbesteding³:</p> <p>Beschrijving</p> <p>Referentienummer van het dossier bij de aanbestedende dienst of aanbestedende entiteit (indien van toepassing)⁴:</p> <p>Zaaknummer: 1234567890</p> | |
| <p>BEVEILIGING</p> <p>Met het activeren van deze button beveiligd de Aanbestedende dienst of aanbestedende entiteit de ingevulde gegevens.</p> <p><small>1 Voor aanbestedende diensten: ofwel een vooraankondiging die als oproep tot mededinging wordt gebruikt of een aankondiging van een opdracht. Voor aanbestedende entiteiten: een periodieke indicatieve aankondiging die als oproep tot mededinging wordt gebruikt, een aankondiging van een opdracht of een aankondiging inzake het bestaan van een erkenningregeling.</small></p> <p><small>2 Uit deel I, punt I.1, van de betreffende aankondiging over te nemen gegevens. Vermeld in geval van gezamenlijke aanbesteding de namen van alle betrokken aanbesteders.</small></p> <p><small>3 Zie de punten II.1.1 en II.1.3 van de betreffende aankondiging.</small></p> <p><small>4 Zie punten II.1.1 van de betreffende aankondiging.</small></p> <p style="text-align: right;"><small>versie 1 December 2016</small></p> | |

On page 1 of 14, in the preamble:

- Enter: Number of the Contract Notice in EU OJ S (Supplement to the Official Journal of the European Union) or if this number is (still) unknown, information on the basis of which the tendering procedure involved can unambiguously be inferred: "TenderNed reference: [...]".
- Tick the tendering procedure concerned.

On page 1 of 14, re Section I:

- Identity of the Contracting Authority: "RWS [MPM/PPM/CIS/CD/WVL]"
- Title of concise description of the tender (description of the case)
- Reference number of the dossier: Enter: "Case number: [...]"

On page 2 of 14, re Section II A Details of the entrepreneur

- VAT Number or CoC number, enter: "CoC number: Branch number:" NB while this text is not secured and can thus be amended by an entrepreneur, the entrepreneur is by this means assisted in filling in the correct information.

On page 8 of 14, re Part III C Grounds with respect to insolvency, conflicts of interest or professional errors:

- Tick all nine optional Grounds for Exclusion.

The blue button "SECURE" on the first page of the document, bottom left, must be clicked after the Contracting Authority has entered all details correctly. After clicking a password must be filled in. The details entered by the Contracting Authority cannot then be changed. By clicking once more on the "SECURE" button after securing, the securing can be reversed by means of the password and the information filled in can be changed again. A secured pdf document must be sent in along with the Tender Documents that can subsequently be filled in by the entrepreneur.

Schedule 2.3 B Template Supplementary Compliance Statement (to be submitted in addition to the European Single Procurement Document)

All participants in the SPV (under incorporation) are required to submit separately a fully-completed and signed *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 part 1 "Questions with respect to prior knowledge and conflicts of interest" and part 3 "Questions with respect to conflicting interests".

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 2014/24/EU.

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) and branch number:

...

Contact person of the company (name, email, telephone):

.....

1. QUESTIONS CONCERNING INSIDE INFORMATION AND CONFLICTS OF INTEREST

1.1. Did the company perform activities 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) as well as the branch number;
- 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 advisor:

- 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) as well as the branch number;
- 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 activities 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) as well as the branch number;
- 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 JOINT VENTURE 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 joint venture) 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 as a result of which factors the company is unable to submit a tender for the Project individually.

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

2.2 Indicate why the nature and size of the partnership (joint venture) 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. QUESTION REGARDING CONFLICTING INTERESTS:¹⁰

3.1 Does the company have conflicts of interest that could have a negative impact on the execution of the Project?

Yes / no (delete as appropriate)

If so, state the nature of the relevant conflicting interests.

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

DECLARATION

The undersigned declares that:

- The questions included in this questionnaire have been answered fully and truthfully;
- 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;
- no changes have been made to the text of this questionnaire;
- 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 or names of signatory or signatories authorised as representative:

.....

Date :

Signature:

¹⁰ Article 2.92a subsection 3 Public Procurement Act

Schedule 2.4 Template 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] [place]

The undersigned, [name financial institution], with its registered office at [place], 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 € [●] 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 Candidate] complies with the financial-economic minimum requirement that has been set.

Signed in [place], [date]

[Name of financial institution]

[name of person with power of representation]

[position]

[signature]

Schedule 2.5 Template 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 | | |
| Contracting Authority | Name | |
| | Address | |
| | Name contact person | |
| | Telephone | |
| | Email | |
| 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 | Does it involve an infrastructural project within the meaning of paragraph 3.13.1 of the Tendering Guidelines? | Yes/no |
| Project management | Did the abovementioned contractor perform the project management - within the meaning of article 3.13.1 of the Tendering Guidelines - of this reference project during the past five years, to be 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 performed subject to certified quality assurance (based on NEN-EN-ISO 9001, or an equivalent standard)? | Yes/no |
| Value | Does the total value of the design and | 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.

| | | |
|------------------------------------|---|---|
| | construction activities amount at least to € 50,000,000 exclusive of VAT? | 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 25% at the time the request for participation is submitted? | Yes/no |
| Sound performance | Have the construction activities (so far) been performed to the satisfaction of the client? | Yes/no |
| B. Project financing | | |
| Infrastructural or similar project | Does it involve 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 at least to € 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 debt capital providers, where the facilities provided to the special purpose vehicle had a joint value of at least 50% of the present value? | Yes/no |
| C. Industrial Automation | | |
| Industrial automation system | Does it involve an industrial automation system within the meaning of article 3.13.3 of the Tendering Guidelines or a similar project? | Yes/no |
| Experience | Has the above-mentioned contractor gained experience with the design, system integration, testing and management of an industrial automation system during the past five years, to be calculated from the final date for submission of a request for participation, as referred to in article 3.13.3 of the Tendering Guidelines? | Yes/no |
| Subsystems | Does the industrial automation system consist of at least five subsystems, which have been integrated into a single system in terms of both hardware and software? | Yes/no |
| Integrated system | Has the industrial automation system been integrated within a single operational system and a single operational organisation at the time of the integration in terms of both technology and organisation? | Yes/no |
| System management | Is the industrial automation system managed by way of change management, configuration management, and incident management, for example in accordance with the Information Technology Infrastructure Library (ITIL), for a period of | Yes/no |

| | | |
|---|--|--|
| | at least two years of the operational phase? | |
| Signed in [place], [date] | | |
| [name Candidate/Significant Subcontractor] | | |
| [name of person with power of representation] | | |
| [position] | | |
| [signature] | | |
| | | |

Schedule 2.6 Template submission form for documents sent in signed by hand along with the request to participate

To this end, [name Candidate/Tenderer] should provide a scanned PDF version with a handwritten signature for the project [Project], rather than an electronically signed version, of the following documents:

- [name document] (in accordance with the format in schedule [schedule number])
- [name document] (in accordance with the format in schedule [schedule number])

and declares that:

1. The attached scanned document or documents is/are actually signed by the person or legal entity stipulated in the document and is/are in the possession of [name of Candidate/Tenderer];
2. [Name of Candidate/Tenderer] will ensure that the original documents of the attached scanned documents will be sent at the same time (by post, courier or in another rapid manner) to the Contracting Authority.

Signed in [place], [date]

[name of Candidate/Tenderer],

[name of person with power of representation]

[position]

[signature]

**Schedule 3 The Model DBFM Agreement and Schedule 1 Definitions
pertaining to the DBFM Agreement**

Schedule 4 Submission Form First Phase of the Dialogue

[name of Candidate] declares that:

1. He 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;

Signed in [place], [date]

[name of Candidate],

[name of person with power of representation]

[position]

[signature]

Schedule 5 Shortlisting Product

1. Introduction

The Contracting Authority will base the Shortlisting Product on the risks and opportunity associated with the Project, particularly in light of the aforementioned BPQR criteria and the associated 'Contracting Authority Objectives'.

The Contracting Authority will provide a limited amount of representative information for the Shortlisting Product.

2.1 Shortlisting Product Requirements

The Shortlisting Product shall comprise:

- the strategic approach and corresponding measures for the two risks specified by the Contracting Authority in schedule 6;
- the strategic approach and corresponding measures for one opportunity specified by the Candidate for the Project in schedule 6.

The Shortlisting Product must consist of a file with the elaboration of the above-mentioned risks and opportunity, which meets the following requirements:

- Document in A4 format of 6 pages, at maximum;
- Verdana font
- font size of at least 9 points
- line spacing of at least 1;
- 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 may be used for another part.

A front cover and a back cover (where relevant together in the form of a cover binder) may be submitted together with the Shortlisting Product, in addition to the number of pages described above. Considering the succinct scope of the document, a table of contents is not permitted.

2.2 Risks and Opportunity

In the Shortlisting Product, for the risks and opportunity specified in schedule 6, having due regard for the BPQR criteria and the associated 'Contracting Authority Objectives' (schedule 7.1), the Candidate must:

- a) Specify its strategic approach for each risk and for the opportunity (with vision and analysis), and
- b) Identify the measures to be taken by the Candidate that will minimise the likelihood of occurrence and/or the consequences of the risk, and
- c) Specify the measures to realise the opportunity, and

- d) With the measures, provide substantiation of why those measures will be effective, and
- e) Demonstrate that the measures can be implemented without exceeding the Ceiling Price.

2.3 Conditions on Risks and Opportunity

The Candidate shall set out the strategic approach and the measures in accordance with the following conditions:

- The Candidate describes its strategic approach and vision with regard to reducing the relevant risk or realising the relevant opportunity. As part of this, the Candidate prepares an analysis of the factors that are crucial to reducing the relevant risk or realising the relevant opportunity. For the opportunity, the Candidate is also to indicate how that opportunity contributes to the 'Contracting Authority Objectives' as listed in the BPQR criteria in schedule 7.1.
- The Candidate describes as SMARTly as possible, for each risk and for the opportunity, which measures it will be taking to reduce that risk or realise that opportunity and what impact the application of these measures will have on reducing the relevant risk or realising the relevant opportunity.
- The Candidate is to provide a substantiation of the impact for each measure. "Substantiation" means: Explanation to convince the Contracting Authority that the measure will be effective.
- 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 measures must comply with the Tender Documents.
- It is not permitted to propose measures that conflict with the DBFM Agreement, the (Draft) Route Decision, the zoning plan or laws and legislation.
- The Candidate may only propose measures that he will undertake as the Contractor. This means that no measures may be proposed that entail the combined efforts of the Contractor and Contracting Authority or third parties (other than subcontractors).
- The application of the measures may not be made contingent upon a choice to that effect by the Contracting Authority or third parties (other than subcontractors).
- No measures may be proposed that are to be implemented in the period prior to the Date of Agreement.
- The strategic approach and the measures must be mentioned separately in the Shortlisting Product for each specified risk or defined opportunity, so that they can

be assessed independently of each other. If one aspect of the strategic approach or a measure is proposed for different risks or opportunities, this must be included separately for each risk.

- The strategic approach and measures submitted by the Candidate must be consistent with the other components of the Shortlisting Product.
- For each risk, consideration must be given to the (control) 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 measure. Taking over a risk from the Contracting Authority is not considered to be a measure in this context either.
- The elaboration of the opportunity must relate to BPQR criteria 1.1, 1.2 and 1.3.
- The elaboration of the opportunity must be identified within the scope of the Project and may not involve a proposal to change the scope (matters such as the objectives and Ceiling Price of the project must remain unchanged). 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".

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

3 Assessment of Shortlisting Product

The Contracting Authority will award an assessment score for the strategic approach and measures as a whole as well as for each individual risk and for each individual opportunity. A higher rating will be given to the extent that:

- the Candidate, with the entirety of the strategic approach and the measures, provides greater insight into the reduction of the risks and the realisation of the Project's opportunity, and
- the Candidate demonstrates more clearly that he properly comprehends the possibilities and problems associated with the risks and the opportunity, and
- the relevance and the practicability of the measures is greater, and
- the strategic approach and measures contribute more to reducing the risk, and
- the opportunity contributes more to the Contracting Authority objectives (pertaining to the BPQR criteria), and
- the measures are formulated in a more SMART manner, and
- the (effectiveness of the) measures are better and more convincingly elaborated and substantiated.

For each section, the rating comprises a whole assessment score between a minimum of 2 and a maximum of 10 points. More than one Candidate may be awarded the same rating for the elaboration. Further explanation about the assessment scores may be found in schedule 6.

If a Candidate proposes the exact same measure several times (whether or not for differing risks or opportunities), this will not automatically lead to a better score. The Contracting Authority will look at the insight shown by the Candidate and the substantiation of the measures for the relevant risk or for 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 multiple risks or the opportunity separately with each risk for which it is relevant or the opportunity, so that the different risks and the opportunity can be assessed independently of each other.

The Contracting Authority will multiply the assessment scores obtained by a Candidate by the weighting factor stated for the part in question in the calculation sheet (schedule 6) and add together the scores obtained. The three Candidates with the highest total 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 total score, meaning that more than three Candidates would be eligible to participate in the Second Phase of the Dialogue, the Candidate that gained the higher or highest assessment score for Risk 1 will proceed to the Second Phase of the Dialogue. If the assessment score for the opportunity is also the same, the Candidate that gained the highest assessment score for Risk 2 will proceed to the Second Phase of the Dialogue. If the relevant Candidates also receive the same assessment score for Risk 2, the Candidate scoring the most points for the opportunity will proceed to the Second Phase of the Dialogue. If the Candidates concerned have also gained the same assessment score for the opportunity, 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 points |
|--|-------------------------|-------------------------|---------------------|
| Risk 1: The risk of a dissatisfied administrative stakeholder, namely the Municipality of Amstelveen. | | 5 | |
| Risk 2: Contractor can not validate the requirements concerning availability and reliability of the Schiphol Bridge system. | | 4 | |
| Opportunity: The opportunity to strengthen the cooperation in the triangle 'Contracting Authority-Contractor-RWS Infrastructure administrator/external administrative stakeholders' aimed at achieving the project objectives. | | 3 | |
| 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.

For **risks**, the Contracting Authority, taking into account all the conditions and attention points listed in schedule 5, assigns a rating for the degree to which the strategic approach and the measures contribute to reducing the relevant risk.

For **opportunities**, the Contracting Authority, taking into account all the conditions and attention points listed in schedule 5, assigns a rating for the degree to which the measures identified with the opportunity contribute to the 'Contracting Authority objectives'. The 'Contracting Authority objectives' are listed in the last column of the BPQR table in schedule 7.1.

The rating has the following meaning:

| Assessment score | Rating |
|-------------------------|---|
| 10 | Excellent (very much added value) |
| 9 | Very good (much added value) |
| 8 | Good (more than satisfactory to significant added value) |
| 7 | Reasonable (sufficient added value) |
| 6 | Neutral (no or hardly any added value) |
| 5 | Insufficient (somewhat inadequate/detrimental/risky) |
| 4 | Badly insufficient (significantly inadequate/detrimental/risky) |
| 3 | Poor (very inadequate/detrimental/risky) |
| 2 | Very poor (extremely inadequate/detrimental/risky) |

Assessment score lower than 6

An assessment score lower than 6 is possible if a solution offered is inadequate, negative or risky because it, for example:

- Fails to comply with the current state of the art or knowledge, and the Candidate consequently offers an obsolete product or method while better alternatives are available.
- Entails risks that are difficult to control.

A score lower than 6 can also be awarded if what has been requested within the context of the Shortlisting Product has not been addressed or has been addressed insufficiently. Failure to provide a sufficiently detailed elaboration concerning a risk or opportunity will lead to a lower final score.

Schedule 7 Economically Most Advantageous Tender with the Best Price-Quality Ratio (BPQR)

Schedule 7.1 BPQR table and BPQR calculation sheet

(This schedule describes the assessment and valuation of the Contracting Authority of the BPQR criteria)

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

1. The neutralised present value, as described in paragraph 7.7.2;
2. The Risk management plan, this criterion is described in schedule 7.3;
3. The Traffic Nuisance Limitation Plan, this criterion is described in schedule 7.4;
4. The CO2 ambition level; the criterion CO2 performance ladder is described in schedule 7.2 and 7.2 A.

The overview of the criteria is included in the following Table BPQR criteria.

Table of BPQR criteria for project A9 Badhoevedorp – Holendrecht

| Criterion | Sub-criterion | Points of attention | Objective of the Contracting Authority |
|------------------------|--|---|---|
| 1 Risk Management Plan | 1.1 Dissatisfied administrative stakeholders, other than the Municipality of Amstelveen (Project objective risk) | The degree to which the whole of the strategic approach and the risk management measures contribute to achieving the Contracting Authority Objective. | Minimising the risk. |
| | 1.2 Dissatisfied administrative stakeholder Municipality of Amstelveen (Project objective risk) | The degree to which the whole of the strategic approach and the risk management measures contribute to achieving the Contracting Authority Objective. | Minimising the risk. |
| | 1.3 Dissatisfied RWS Infrastructure Administrator (Project objective risk) | The degree to which the whole of the strategic approach and the risk management measures contribute to achieving the Contracting Authority Objective. | Minimising the risk. |
| | 1.4 Dissatisfied local residents, other than the administrative stakeholders and road users (Project objective risk) | The degree to which the whole of the strategic approach and the risk management measures contribute to achieving the Contracting Authority Objective. | Minimising the risk. |
| | 1.5 Contractor can not validate the requirements concerning availability and reliability of the Schiphol Bridge system. (Project objective risk) | The degree to which the whole of the strategic approach and the risk management measures contribute to achieving the Contracting Authority Objective. | Minimising the risk. |

| | | | |
|-------------------------------------|--|---|---|
| | 1.6 Failing to timely obtain the necessary permits (CA risk) | The degree to which the whole of the strategic approach and the risk management measures contribute to achieving the Contracting Authority Objective. | Minimising the risk. |
| | 1.7 Access to RWS Area (CA risk) | The degree to which the whole of the strategic approach and the risk management measures contribute to achieving the Contracting Authority Objective. | Minimising the risk |
| | 1.8 The implementation planning offers little room to compensate for unexpected circumstances without loss of quality (Project objective risk) | The degree to which the whole of the strategic approach and the risk management measures contribute to achieving the Contracting Authority Objective. | Minimising the risk |
| 2. Traffic Nuisance Limitation Plan | 2.1 Traffic disruption on RWS Infrastructure in the Development Phase and Availability Period | Lost Vehicle Hours (calculated with A9 Badhoevedorp – Holendrecht Traffic Disruption Calculation Model) | The users of RWS Infrastructure are inconvenienced as little as possible by the Work. |
| | 2.2 Traffic disruption on or inside the square A10 South, A2, N201 and A4 | <ul style="list-style-type: none"> • Strategic approach and measures; • Effectiveness and monitoring of measures. | The users of the road network other than RWS Infrastructure are inconvenienced as little as possible by the Work. |
| | 2.3 Perception of traffic nuisance in the Development Phase | <ul style="list-style-type: none"> • Strategic approach and measures; • Effectiveness and monitoring of measures. | The road users are inconvenienced as little as possible by the Work. |
| 3 Sustainability | 3.1 CO ₂ Ambition Level | See schedule 7.2 of these Tendering Guidelines for a more detailed description of the CO ₂ | The reduction of the CO ₂ emissions during |

| | | | |
|--|-------------------------------------|--|--|
| | | Ambition Levels. CO ₂ ambition Level 1, 2, 3, 4 or 5 leads to a notional reduction of the tendering total of 1, 2, 3, 4 or 5% respectively. | infrastructural works. |
| | 3.2 DuboCalc for Materials | MKI value calculated with DuboCalc | Limiting the environmental impact caused by the design choices, the choice of materials and method with the aid of DuboCalc. |
| | 3.2 DuboCalc for Energy consumption | MKI value calculated with DuboCalc | Limiting the environmental impact caused by the design choices, the choice of materials and method with the aid of DuboCalc. |

BPQR calculation sheet

| Criterion | Sub-criterion | Maximum quality value (€) | Assessment score | Achieved quality value (€) | Totals (€) |
|-------------------------|---|--------------------------------------|-------------------------|---------------------------------------|-----------------------|
| 1. Risk Management Plan | 1.1 Dissatisfied administrative stakeholders, other than the Municipality of Amstelveen | 30,000,000 | | | |
| | 1.2 Dissatisfied administrative stakeholder Municipality of Amstelveen | 22,000,000 | | | |
| | 1.3 Dissatisfied RWS Infrastructure Administrator | 15,000,000 | | | |
| | 1.4 Dissatisfied local residents, other than the administrative stakeholders and road users | 20,000,000 | | | |
| | 1.5 Contractor can not validate the requirements concerning availability and reliability of the Schiphol Bridge | 18,000,000 | | | |
| | 1.6 Failing to timely obtain the necessary permits | 10,000,000 | | | |
| | 1.7 Access to RWS Area and/or Third-Party Area | 15,000,000 | | | |
| | 1.8 The implementation planning offers little room to compensate for unexpected circumstances without loss of quality | 10,000,000 | | | |

| | | | | | |
|--|---|------------|------------|--|--|
| 2. Traffic Nuisance Limitation Plan | 2.1 Traffic disruption on RWS Infrastructure in the Development Phase and Availability Period | 60,000,000 | LVHs | | |
| | 2.2 Traffic disruption on or inside the square A10 South, A2, N201 and A4 | 12,000,000 | | | |
| | 2.3 Perception of traffic nuisance in the Development Phase | 12,000,000 | | | |
| 3. Sustainability | 3.2 DuboCalc for Materials | 20,000,000 | ECI values | | |
| | 3.3 DuboCalc for Energy consumption | 16,000,000 | ECI values | | |
| Quality value quality criterion 1 to 3 | | | | | |
| Quality value CO ₂ ambition (1, 2, 3, 4 or 5%) of the neutralised present value | | | | | |
| Total quality value | | | | | |
| Neutralised present value | | | | | |
| Notional tender total (Neutralised present value minus the Total quality value) | | | | | |

Schedule 7.1 A Explanation on BPQR calculation sheet

Quality criteria, performance criteria and maximum quality value

The calculation sheet 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 BPQR calculation sheet. These are shown at subcriterion level.

Achieved quality value

A score is awarded for each criterion or subcriterion for which the quality value has been 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. In the table below, the degree of 'added value' associated with a particular score is described for the 'rating'.

Quality Value Table

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

| Assessment score | Rating | % of the maximum quality value |
|------------------|---|--------------------------------|
| 10 | Excellent (very much added value) | 100 |
| 9 | Very good (much added value) | 75 |
| 8 | Good (more than satisfactory to significant added value) | 50 |
| 7 | Reasonable (sufficient added value) | 25 |
| 6 | Neutral (no or hardly any added value) | 0 |
| 5 | Insufficient (somewhat inadequate/detrimental/risky) | - 25 |
| 4 | Badly insufficient (significantly inadequate/detrimental/risky) | - 50 |
| 3 | Poor (very inadequate/detrimental/risky) | - 75 |
| 2 | Very poor (extremely inadequate/detrimental/risky) | - 100 |

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

Assessment score lower than 6

Assessment scores lower than 6 are possible if a criterion does not build on a requirement from the tender specification or the Schedule of Requirements. An assessment score lower than 6 is possible if a solution offered is inadequate, negative or risky because it, for example:

- 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, or
- Entails risks that are difficult to control.

In addition, an assessment score lower than 6 may be given if no consideration, or not enough consideration, is given to what is requested in the context of the BPQR assessment.

Schedule 7.2 CO₂ Performance Ladder

General

The Contracting Authority aims to reduce the CO₂ emission in the performance of Infrastructure Works. This can only be realised through and with the active commitment of the private sector parties. The Contracting Authority has opted to use a framework in which the private sector parties who contribute to this CO₂ target are given an advantage in the awarding of the tender. If the Tenderer opts to contribute to the Contracting Authority's CO₂ target, the Tenderer may make a choice from five CO₂ Ambition Levels. The higher the Tenderer's CO₂ ambition level is, the higher the notional reduction of the neutralised present value of the Tender will be.

The CO₂ ambition level offered 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 during the implementation of the work, it has at least met the presented CO₂ ambition level. When submitting the Tender, the Tenderer must already indicate how it will demonstrate, during implementation, that it will comply with the CO₂ ambition level it opted for. This can be done in accordance with two methods:

- a. By submitting a "CO₂ Bewust" (CO₂ Aware) certificate in keeping with the presented CO₂ ambition level. If the Tenderer is a joint venture of companies, each participant in the consortium must submit a CO₂ Bewust certificate that is at least in keeping with the presented CO₂ ambition level, or
- b. By submitting project-specific supporting documents showing that the work will be carried out in accordance with the CO₂ ambition level offered with application of the criteria as laid down in the tables included in the document 'Public Procurement Guide Version 3.0 : The EMAT criterion CO₂-performance ladder for contracting authorities' (05-02-2016 , Foundation for Climate-Friendly Procurement and Business). These criteria are also included below in schedule 7.2 A.

In the second method (providing project-specific supporting documents), the Tenderer must indicate on Tendering which certifying institution (CI) will conduct the test, while the following conditions apply during implementation:

- a. supporting documents shall consist of a project dossier and a statement of the CI referred to whether the CO₂ ambition level proposed is met, including all underlying levels, and
- b. compliance with the CO₂ ambition level proposed must be assured in the Project Management System used by the Contractor, and
- c. based on the project dossier and assurance in the Project Management System, the Contractor will have the appointed CI test whether the ambition level proposed is met; and
- d. the Contractor will demonstrate that the CI is accredited for certification at the level of the CO₂ awareness certificate corresponding to the CO₂ ambition level proposed, and that the person conducting the test on behalf of the CI has verifiable experience with certification of companies at the level of the CO₂ awareness certificate corresponding to the CO₂ ambition level proposed, and
- e. the test by the CI will take place within one year after Award of Contract and then on an annual basis for the duration of the performance of the Project; and

- f. if the Contractor has a CO₂ Awareness certificate at a lower ambition level, the Contractor can base the burden of proof in part on information from the management system pertaining to the CO₂ Awareness certificate, however, the proof provided must be entirely project specific for the CO₂ ambition level proposed, including all underlying levels (a mixed furnishing of proof is not allowed).

Requirements for the CO₂ performance ladder

The Tenderer must state, using the format given in schedule 9.8, that he will take a sustainable approach to the DBFM Agreement and will adequately work on the CO₂ reduction to the CO₂ ambition level he has indicated.

Method of assessing the CO₂ performance ladder

Each CO₂ ambition level has an accompanying fixed percentage notional reduction of the neutralised present value of the Tender, calculated according to section 7.7.2 of the Tendering Guidelines, presented in the table below.

| CO ₂ ambition level | Notional reduction in percentage of the neutralised present value of the Tender |
|--------------------------------|---|
| None | 0% |
| Level 1 | 1% |
| Level 2 | 2% |
| Level 3 | 3% |
| Level 4 | 4% |
| Level 5 | 5% |

Incorporation of the CO₂ performance ladder into the DBFM Agreement

The CO₂ Ambition Level indicated by the Tenderer will be included in Schedule 8 part 2 (Sustainability Plan) of the DBFM Agreement.

Schedule 7.2 A Ambition level CO₂ reduction

The standard EMAT criterion CO₂ performance ladder is presented in the tables below. The definitions used in this EMAT criterion are explained in schedule B (CO₂ Performance Ladder Manual 3.0, 10 June 2015) of the Tendering Manual version 3.0, 05-02-2016. For application of the EMAT criterion, the Manual is normative with regard to the explanation of the definitions and standards used in the tables below.

Obviously, a company that wishes to be certified at a certain level will need to meet all requirements set out in the Manual. However, a company that only needs to demonstrate it complied with a certain level during the performance of a specific project only needs the Manual for the explanation of the definitions and standards used in the tables below. In drafting the standard EMAT criterion, this has already been taken into account, since they are based on the project rather than the entire company.

The following five CO₂ Ambition Levels are recognised as part of the Economically Most Advantageous Tender (EMAT):

Level 1

| CO ₂ AMBITION LEVEL 1 | | | | | |
|----------------------------------|---------------------------|--|----|---|---|
| | Aspect | Sub-criteria | | Aspect | Sub-criteria |
| 1A | Energy Consumption | <ol style="list-style-type: none"> 1. Identification and analysis of anticipated and actual energy flows for the project have taken place. 2. All anticipated and actual energy flows of the project are demonstrably identified. 3. During the course of the project this list is regularly monitored and kept up to date. | 1B | Energy reduction | <ol style="list-style-type: none"> 1. The Contractor demonstrably examines the possibilities to reduce the energy consumption of the project. 2. The Contractor prepares a report of an independent internal control for the project. |
| 1C | Communication | <ol style="list-style-type: none"> 1. The Contractor verifiably communicates internally on an ad-hoc basis about the energy reduction policy of the project. 2. The Contractor verifiably communicates externally on an ad-hoc basis about the energy reduction policy of the project. | 1D | CO₂ reduction initiatives | <ol style="list-style-type: none"> 1. The Contractor demonstrates it is aware of sector and/or supply chain initiatives in the area of CO₂ reduction that are relevant to the project. 2. The Contractor is aware of the sector and/or supply chain initiatives and their relevance to the project and will discuss these during the management meeting. |

Level 2

| CO ₂ AMBITION LEVEL 2 | | | | | |
|----------------------------------|---------------------------|--|----|---|--|
| | <i>Aspect</i> | <i>Sub-criteria</i> | | <i>Aspect</i> | <i>Sub-criteria</i> |
| 2A | Energy consumption | <p>1. All anticipated and actual energy flows of the project are quantitatively identified.</p> <p>2. The list is complete and will demonstrably be regularly followed up and updated during the course of the project.</p> <p>3. The Contractor prepares an energy assessment for the project.</p> | 2B | Energy reduction | <p>1. The Contractor formulates a qualitatively specified objective to reduce energy and has stipulated measures for the project.</p> <p>2. The Contractor formulates a specified objective for the use of alternative fuels and/or the use of green power on the project.</p> <p>3. The energy and reduction targets and the accompanying measures are documented, implemented and communicated to all employees of the Contractor involved in the project.</p> |
| 2C | Communication | <p>1. The Contractor structurally communicates internally on the energy policy of the project. The communication covers at least the energy policy and the reduction objectives of the project.</p> <p>2. The Contractor realises with respect to CO₂ reduction an effective control cycle with assigned responsibilities for the project.</p> <p>3. The Contractor identifies the external stakeholders for the project.</p> | 2D | CO₂ reduction initiatives | <p>1. The Contractor demonstrably examines the possibilities to implement project-specific measures arising from relevant initiatives in the project.</p> |

Level 3

| CO ₂ AMBITION LEVEL 3 | | | | | |
|----------------------------------|---------------------------|--|----|---------------------------------------|--|
| | Aspect | Sub-criteria | | Aspect | Sub-criteria |
| 3A | CO ₂ emissions | <p>1. The Contractor will draw up a report of</p> <ul style="list-style-type: none"> a. the anticipated scope 1 & 2 emissions of the entire project and b. the elaborated current emission inventory for the actual scope 1 & 2 emissions of the project, in conformity with ISO 14064-1. <p>2. The emission inventory from 1B of the project is verified by a CI with at least a limited degree of certainty.</p> | 3B | CO ₂ reduction | <p>1. The Contractor formulates a quantitative reduction target for scope 1 & 2 emissions of the project, expressed in absolute numbers or percentages in relation to one or more relevant reference(s) and within a certain period of time and has drawn up a corresponding action plan including the intended measures.</p> <p>2. The Contractor makes use in the project of an energy management action plan/system (according to NEN-ISO 50001 or equivalent).</p> |
| 3C | Communication | <p>1. The Contractor structurally communicates internally and externally about the CO₂ footprint (scope 1 & 2 emissions), the quantitative reduction objective(s) and the measures in the project. The communication comprises at least the energy policy and the reduction targets of the project, a description of the applied reference(s), possibilities for individual contribution, information regarding the current energy consumption and trends within the project.</p> <p>2. The Contractor prepares a documented internal and external communication plan with laid down tasks, responsibilities and ways of communication.</p> | 3D | CO ₂ reduction initiatives | <p>1. The Contractor demonstrates that for the project, specific measures derived from a (sector or supply chain) initiative in the area of CO₂ reduction will be taken.</p> |

Level 4

| CO ₂ AMBITION LEVEL 4 | | | | | |
|----------------------------------|---------------------------|---|----|---------------------------------------|--|
| | <i>Aspect</i> | <i>Sub-criteria</i> | | <i>Aspect</i> | <i>Sub-criteria</i> |
| 4A | CO ₂ emissions | <p>1. The Contractor demonstrates that it has a clear understanding of the anticipated most material emissions from scope 3 of the project and demonstrates for one of the most material (chains of) activities of the project, the CO₂ emission per unit.</p> <p>2. The Contractor prepares a quality management plan for the project inventory.</p> | 4B | CO ₂ reduction | <p>1. The Contractor formulates, based on the understanding of the anticipated most material emissions from scope 3 of the project, linked to it, a CO₂ reduction objective and has drawn up an accompanying action plan, including the intended measures. The objective is expressed as an absolute figure or percentage compared with one (or more) relevant reference(s) and within a defined period.</p> <p>2. The Contractor reports periodically (internally and externally) on the progress made with the project targets.</p> |
| 4C | Communication | <p>1. The Contractor demonstrates it maintains a regular dialogue (at least 2x year) with stakeholders (at least two) in the government and NGOs, among others, about its CO₂ reduction objective and will maintain measures in the project.*</p> <p>2. The Contractor demonstrates that the points of concern about the project formulated by the government and/or NGO are identified and addressed*.</p> <p>*: 4C 1.& 2. apply to sizable long-term projects;</p> | 4D | CO ₂ reduction initiatives | <p>1. The Contractor demonstrates it is the initiator of the application in the project of innovative measures that aim to address CO₂ reduction and also facilitate the sector to achieve CO₂ reduction by binding the company name to the initiative in the project through publications and through confirmation of stakeholders.</p> |

Level 5

| CO ₂ AMBITION LEVEL 5 | | | | | |
|----------------------------------|---------------------------|--|----|---------------------------------------|---|
| | Aspect | Sub-criteria | | Aspect | Sub-criteria |
| 5A | CO ₂ emissions | <p>1. The Contractor demonstrates that it has up-to-date insight into the material scope 3 emissions of the project and the most relevant parties in the supply chain that are involved in this.</p> <p>2.1. The Contractor has a substantiated and current analysis available for the project of possible autonomous actions that the contractor can implement to affect the material scope 3 emissions (upstream and downstream) of the project.</p> <p>2.2. The Contractor will demonstrate that it has insight into the possible strategies to reduce these scope 3 emissions of the project (both upstream and downstream).</p> <p>3. The Contractor must have current, specific emission data available, provided by direct (and potential) supply chain partners, which are relevant to the implementation of the scope-3 strategy for the project (see 5.B.1).</p> | 5B | CO ₂ reduction | <p>1. The Contractor has, for the material scope 3 emissions of the project and based on the analyses from 5.A.2, formulated a reduction strategy and CO₂ reduction objectives. There is a corresponding action plan drawn up including the intended autonomous actions to be taken. Objectives are expressed in absolute numbers or percentages in relation to one (or more) relevant references.</p> <p>2. The Contractor will at least twice a year submit its emission inventory of scope 1, 2 & 3-related CO₂ emissions (internally and externally) of the project, as well as the progress in reduction objectives and measures taken.</p> <p>3. The Contractor is successful in achieving the reduction targets.</p> |
| 5C | Communication | <p>1. The Contractor structurally communicates externally on the way in which the project functions as a pilot project for innovations or innovative measures and the way in which it has actively involved supply chain partners.</p> | 5D | CO ₂ reduction initiatives | <p>1. The Contractor uses the project as an open testbed to implement innovations or take innovative measures and involves supply chain partners actively in this. The Contractor is to provide a description of the intended CO₂ emission reduction as a result of the measure within the project.</p> |

| | | | | |
|--|--|--|--|---|
| | | <p>2. The Contractor structurally communicates (at least twice a year) internally and externally about the CO₂ footprint (scopes 1, 2 & 3) and Quantitative reduction objectives of the project.</p> <p>The communication comprises at least the energy policy and the reduction targets of the project, a description of the applied reference(s), possibilities for individual contribution, information regarding the current energy consumption and trends within the project.</p> | | <p>2. The innovations or innovative measures will be commented upon in a professional manner by a recognised, competent and independent knowledge institute.</p> |
|--|--|--|--|---|

Schedule 7.3 Risk management plan

1. Description

Pursuant to paragraph 7.2 of the Tendering Guidelines, the Risk Management Plan is part of the Tender to be submitted.

In the Tendering Phase it is expected that the Tenderer will demonstrate to the Contracting Authority by means of the Risk Management Plan that he is able, with a strategic approach and adequate risk management measures, to reduce the risks in the Project.

2 Requirements on and Contents of Risk Management Plan

In the Risk Management Plan, for each risk identified by the Contracting Authority, the Tenderer must indicate what his strategic approach concerning that risk involves, and what risk management measures he will take to reduce the risk and what the effect of this strategic approach and these risk management measures will be. The Contracting Authority has specified the risks in Table 1 of this schedule.

a) Strategic approach

The Tenderer shall describe its strategic approach and vision with regard to reducing the risk concerned. As part of this, the Tenderer shall prepare an analysis of the factors that are crucial to reducing the risk concerned.

b) Risk management measures

For each risk, the Tenderer describes as SMARTly as possible the risk management measures it will be taking to reduce the risk and the impact the application of these risk management measures will have on reducing the risk concerned. Also, the Tenderer is to provide a substantiation of the impact for each risk management measure. "Substantiation" means: an explanation that will convince the Contracting Authority that the risk management measure will work.

c) Impact

For each risk, the Tenderer must describe - as specifically and accurately as possible - what impact the application of the entirety of the strategic approach and the risk management measures will have on the relevant risk for the Contracting Authority.

Conditions

The Tenderer should elaborate the risk management measures taking into account the following conditions:

- The risk management measures must comply with the Tender Documents.
- It is not permitted to propose risk management measures that conflict with the DBFM Agreement, the (Draft) Route Decision, the zoning plan or laws and legislation.

- The Tenderer may only propose risk management measures that it will undertake itself as the Contractor. This means that no risk management measures may be proposed which entail the combined efforts of the Contractor and Contracting Authority 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 Contracting Authority 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 for each defined 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. Referring on the basis of the strategic approach or management measures for a different risk to a particular part is permitted.
- The strategic approach and risk management measures submitted by the Tenderer must be consistent with the other components of the Risk Management Plan and with other parts of the Tender.
- -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 consider a commitment by the Tenderer that they will adopt a Compensation Event or a Delay Event with Tendering - 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.
- The Risk Management Plan must develop on from the Shortlisting Product.

Table 1 List of Identified Risks

| Risk | Risk description |
|-------------------------------|---|
| Project objective risk 1.1 | The risk of dissatisfied administrative stakeholders, namely the municipalities of Ouder-Amstel and Haarlemmermeer, the province of Noord-Holland, the Municipality of Amsterdam, the Gooi and Vechtstreek water board and the Rijnland Water Authority |
| Project objective risk 1.2 | The risk of a dissatisfied administrative stakeholder, namely the Municipality of Amstelveen. |
| Project objective risk 1.3 | The risk of a dissatisfied RWS Infrastructure Administrator |
| Project objective risk 1.4 | The risk of dissatisfied local residents, other than the administrative stakeholders and road users due to the Work in the Development Phase, such as construction nuisance |
| Project objective risk 1.5 | Contractor can not validate the requirements concerning availability and reliability of the Schiphol Bridge, among other because the renewed system is not tested enough before opening up and/or insufficient analysis of RAMS is done and/or the guidelines of machine safety are insufficient implemented. This causes many malfunctions after opening up. |
| CA risk 1.6 | It concerns a decision of the competent administrative authority or a competent court in response to an application, objection or appeal by a third party to withdraw, suspend or quash, possibly by means of temporary injunction, a Permit to be obtained by the Contractor as referred to in Article 18.3 of the DBFM Agreement, this insofar as the Contractor demonstrates that the application it submitted satisfies 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. |
| CA risk 1.7 | The Contracting Authority has not, at the latest on the date as defined in Schedule 15, provided access to the Contractor to areas as specified in Schedule 15 of the DBFM Agreement (Exceptions for Access to RWS Area). |
| Project objective risk 1.8 | The risk of the implementation planning offering little room to compensate for unexpected circumstances without loss of quality, caused among other things by the critical points in the planning of the construction work that can easily lead to disruptions. |

3 Layout and size of the Risk Management Plan

The Risk Management Plan must contain no more than 21 pages (including appendices and excluding the front and back cover and 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;

4 Means of Assessing Risk Management Plan

The assessment of the Risk Management Plan by the Contracting Authority will happen as follows.

4.1 Assessment on Validity

The Contracting Authority will assess the Risk Management Plan first and foremost on the basis of validity. Details according to paragraph 2 (Requirements and Contents of Risk Management Plan) and paragraph 3 (Layout and scope of the Risk Management Plan). The Contracting Authority may invalidate a Risk Management Plan that does not meet the requirements and exclude the Tenderer from (further) participation in the tender procedure. That provided for in paragraph 2.3 of the Tendering 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 risk.

This concerns an absolute assessment. Tenderers may thus obtain an equal rating for their Risk Management Plan.

4.2 Assessment of Risks

For the Risk Management Plan, a higher rating will be given to the extent that:

- The entirety of the strategic approach and risk management measures provides greater insight concerning the reduction of the risks, and
- the Tenderer demonstrates that he properly comprehends the possible problems in the risk, and
- the relevance and the practicability of the risk management measures is greater, and
- the strategic approach and risk management measures contribute more to reducing the risk, and
- the management measures are formulated in a more SMART manner, and
- the effectiveness of the measures is better (more convincingly) substantiated.

The Contracting Authority will assess the effectiveness of the proposed strategic approach and the proposed risk management measures based on the degree to which the entirety of the strategic approach and risk management measures reduces the relevant risk. The smaller the risk to the Contracting Authority is after the whole of the strategic approach and the risk management measures has been applied, the higher this

is scored. However, it must be emphasised that offering to take on risks, or their consequences, will not be regarded as a risk management measure and will not generate a positive score. Moreover, the SMARTer the risk management measures are formulated, the better these risk management measures will be assessed.

5 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 7.4 Traffic Nuisance Limitation Plan

1 Description

The Contracting Authority wishes to limit the (perception of) traffic nuisance. In order to give substance to this criterion, Candidates may offer solutions that include:

- (i) a maximum number of Lost Vehicle Hours on RWS Infrastructure in the Development Phase and Availability Period as a result of the Work;
- (ii) measures taken to limit traffic nuisance on and/or within the square A10 South, A2, N201 and A4, except for the A9, between the Date of Agreement and the Completion Date; and
- (iii) measures that limit the perception of traffic nuisance for road and waterway users on Infrastructure as a result of the Work between the Date of Agreement and the Completion Date.

As part of the Qualitative Part of the Tender, the Candidate must submit a Traffic Nuisance Limitation Plan.

2 Requirements for the Traffic Nuisance Limitation Plan

The Traffic Nuisance Limitation Plan consists of the following parts:

- a. Traffic disruption on RWS Infrastructure in the Development Phase and Availability Period;
- b. Traffic disruption on and/or within the square A10 South, A2, N201 and A4;
- c. Perception of traffic nuisance.

2.1 Traffic disruption on RWS Infrastructure in the Development Phase and Availability Period (section a.)

With regard to traffic disruption on RWS Infrastructure in the Development Phase and Availability Period, the Contracting Authority intends that users of RWS Infrastructure are inconvenienced as little as possible by the Work.

In section a. of the Traffic Nuisance Limitation Plan, the Candidate is asked to provide insight into the degree of traffic nuisance by specifying:

- (i) The number of lost vehicle hours per Payment Period during the Development Phase;
- (ii) The number of lost vehicle hours per Payment Period during the Availability Period;

Input of data

The Candidate must provide insight into the number of lost vehicle hours referred to in section a. of the Traffic Nuisance Limitation Plan in accordance with the formats specified in Table 1, Table 2 and Table 3.

In the column "Maximum number of lost vehicle hours (LVHmax_payment period)", the Candidate must state for each Payment Period the total number of lost vehicle hours in the relevant Payment Period, whereby the lost vehicle hours have been

determined in accordance with Schedule 9 (Schedule of Requirements), Part 3 (Management Specifications), Annex 7 (Calculation method for lost vehicle hours).

Table 1 – Development Phase

| Payment Period | Maximum number of lost vehicle hours ($LVH_{\max \text{ payment period}}$) |
|----------------|---|
| 1 | [**] |
| 2 | [**] |
| 3 | [**] |
| 4 | [**] |
| [**] | [**] |

Table 2 – Availability Period

| Payment Period | Maximum number of lost vehicle hours ($LVH_{\max \text{ payment period}}$) |
|----------------|---|
| 1 | [**] |
| 2 | [**] |
| 3 | [**] |
| 4 | [**] |
| [**] | [**] |

Table 3 – Total maximum number of lost vehicle hours

| | |
|---|------|
| The sum of the maximum number of lost vehicle hours for all Payment Periods in the Development Phase | [**] |
| The sum of the maximum number of lost vehicle hours for all Payment Periods in the Availability Period | [**] |
| The sum of the maximum number of lost vehicle hours for all Payment Periods in the Development Phase and Availability Period | [**] |

2.2 Traffic disruption on and/or within the square A10 South, A2, N201 and A4 (section b.)

With regard to traffic disruption on and/or within the square A10 South, A2, N201 and A4, the Contracting Authority intends that road users on and/or within the square A10 South, A2, N201 and A4, except for the A9, are inconvenienced as little as possible.

In section b. of the Traffic Nuisance Limitation Plan, the Candidate is asked to provide insight into the manner in which traffic nuisance is minimised, by providing an elaboration of:

- (i) The Candidate's vision and strategic approach with regard to the objective of the Contracting Authority;
- (ii) Measures formulated in a SMART manner, which contribute to the achievement of the Contracting Authority Objective; and
- (iii) A description and substantiation of the effects of the proposed measures and how these effects will be monitored, and the measures will, where necessary, be adjusted.

The strategic approach and measures must at least contribute to the maximum traffic flow on and/or within the square A10 South, A2, N201 and A4, with the exception of the A9, including the strategic approach and measures in relation to building logistics as a result of the Work and the nuisance in relation to the realisation of the ZuidAsDok.

Conditions

The following conditions apply with regard to the elaboration of the measures:

- The measures must comply with the Tender Documents. It is not permitted to propose measures that conflict with the DBFM Agreement, the (Draft) Route Decision, the zoning plan or laws and legislation.
- The Candidate may only propose measures that it will undertake as the Contractor. This means that no measures may be proposed that entail the combined efforts of the Contractor and Contracting Authority or third parties (other than subcontractors).
- The application of the measures may not be made contingent upon a choice to that effect by the Contracting Authority or third parties (other than Significant Subcontractors).
- No measures may be proposed that are to be implemented in the period prior to the Date of Agreement.
- The measures submitted by the Candidate must be consistent with the other parts of the Tender.

2.3 Perception of traffic nuisance (section c.)

With regard to the perception of traffic nuisance, the Contracting Authority intends that road and waterway users are inconvenienced as little as possible by the Work.

In section c. of the Traffic Nuisance Limitation Plan, the Candidate is asked to provide insight into the manner in which the perception of traffic nuisance is minimised, by providing an elaboration of:

- (i) The Candidate's vision and strategic approach with regard to the objective of the Contracting Authority;
- (ii) Measures formulated in a SMART manner, which contribute to the achievement of the Contracting Authority Objective; and
- (iii) A description and substantiation of the effects of the proposed measures and how these effects will be monitored, and the measures will, where necessary, be adjusted.

Conditions

The following conditions apply with regard to the elaboration of the measures:

- The measures must comply with the Tender Documents. It is not permitted to propose measures that conflict with the DBFM Agreement, the (Draft) Route Decision, the zoning plan or laws and legislation.
- The Candidate may only propose measures that it will undertake as the Contractor. This means that no measures may be proposed that entail the combined efforts of the Contractor and Contracting Authority or third parties (other than subcontractors).
- The application of the measures may not be made contingent upon a choice to that effect by the Contracting Authority or third parties (other than Significant Subcontractors).
- No measures may be proposed that are to be implemented in the period prior to the Date of Agreement.
- The measures submitted by the Candidate must be consistent with the other parts of the Tender.

3. Scope and Layout of the Traffic Nuisance Limitation Plan

The layout of the Traffic Nuisance Limitation 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; and
- Full page with margins of at least 2 cm at top, bottom, left and right.

The scope of this part must be limited to:

- Traffic disruption on RWS Infrastructure in the Development Phase and Availability Period (section a.): no restrictions;
- Traffic disruption on and/or within the square A10 South, A2, N201 and A4 (section b.): 4 pages; and
- Perception of traffic nuisance (section c.): 4 pages.

4. Method of assessment of the Traffic Nuisance Limitation Plan

The maximum notional reduction included in the assessment of the Tender is EUR 84,000,000 (eighty four million euros, price level of January 2018). The division of this maximum notional reduction per section of the Traffic Nuisance Limitation Plan is specified in Table 4.

Table 4 – Maximum notional reduction

| Section | Description | Maximum notional reduction Million Euros (price level of January 2018) |
|---------|---|--|
| a. | Traffic disruption on RWS Infrastructure in the Development Phase and Availability Period | 60 |
| b. | Traffic disruption on and/or within the square A10 South, A2, N201 and A4 | 12 |
| c. | Perception of traffic nuisance | 12 |

The Contracting Authority will assess the parts first and foremost on the basis of validity. Details according to paragraph 2 (Requirements Traffic Nuisance Limitation Plan) and paragraph 3 (Scope and layout of the Traffic Nuisance Limitation Plan). The Contracting Authority may invalidate the Traffic Nuisance Limitation Plan if it does not meet the requirements and exclude the Candidate from (further) participation in the tender procedure. That provided for in paragraph 2.3 of the Tendering Guidelines will apply in relation to a decision to this effect made by the Contracting Authority.

This concerns an absolute assessment. Candidates may be awarded the same assessment score for the Traffic Nuisance Limitation Plan.

4.1 Traffic disruption on RWS Infrastructure in the Development Phase and Availability Period (part a.)

The notional reduction a Candidate will receive for the Traffic Nuisance Limitation Plan in its Tender is determined as follows.

The sum of the maximum number of lost vehicle hours for all Payment Periods in the Development Phase and Availability Period (together) following from Table 3 of paragraph 2.1 of this schedule is subject to the corresponding notional reduction.

Table 5 – Notional reduction Traffic Disruption

| The sum of the maximum number of lost vehicle hours for all Payment Periods in the Development Phase and Availability Period as included in the Traffic Nuisance Limitation Plan. [number] | Notional reduction Million Euros (price level of January 2018) |
|---|--|
| [number] ≤ 2 million LVH | 60 |
| 2 million LVH < [number] < 15 million LVH | according to formula 1 |
| [number] ≥ 15 million LVH | 0 |

Formula 1 – Notional deduction

$$\text{Notional deduction /reduction: } \left(\frac{(15 \text{ million} - [\text{number}])}{(15 \text{ million} - 2 \text{ million})} \right) * 60 \text{ M€}$$

The amounts of the notional deduction /reduction determined using the formula above are rounded off to the nearest amount in whole euros, where a sum of 0.5 euros or more is rounded off upwards and an amount of less than 0.5 euros is rounded off downwards.

4.2 Traffic disruption on and/or within the square A10 South, A2, N201 and A4 (section b.)

For the Traffic Nuisance Limitation Plan section b., a higher rating will be given to the extent that:

- the proposed measures contribute more to achieving the Contracting Authority Objective;
- the relevance and the practicability of the measures is greater;
- the measures are formulated in a more SMART manner; and
- the effectiveness of the measures is better (more convincingly) substantiated.

4.3 Perception of traffic nuisance (section c.)

For the Traffic Nuisance Limitation Plan section c., a higher rating will be given to the extent that:

- the proposed measures contribute more to achieving the Contracting Authority Objective;
- the relevance and the practicability of the measures is greater;
- the measures are formulated in a more SMART manner; and
- the effectiveness of the measures is better (more convincingly) substantiated.

5. Incorporation into the DBFM Agreement

5.1 Traffic disruption on RWS Infrastructure in the Development Phase and Availability Period (section a.)

The contents of the tables of the Traffic Nuisance Limitation Plan section a. as required in paragraph 2.1 and detailed in accordance with Table 1 and Table 2 are accordingly included in Schedule 2 (Payment Mechanism), Annex 5 (Numbers of Maximum Lost Vehicle Hours) of the DBFM Agreement. With regard to the contents of the table of the Traffic Nuisance Limitation Plan section a. as required in paragraph 2.1 and detailed in accordance with Table 3, the following applies:

- the sum of the maximum number of lost vehicle hours for all Payment Periods in the Development Phase will accordingly be included in Schedule 2 (Payment Mechanism), paragraph 8.1 (Exceeding the total number of lost vehicle hours) under (a); and
- the sum of the maximum number of lost vehicle hours for all Payment Periods in the Availability Period will accordingly be included in Schedule 2 (Payment Mechanism), paragraph 8.1 (Exceeding the total number of lost vehicle hours).

5.2 Traffic disruption on and/or within the square A10 South, A2, N201 and A4 (section b.)

The Traffic Nuisance Limitation Plan section b. of the Preferred Tenderer - including the risk management measures described therein - will be incorporated in Schedule 8 (*Qualitative part of the Tender*), part 3 (Traffic Nuisance Limitation Plan) of the DBFM Agreement. The Contracting Authority reserves the right not to incorporate parts of the Traffic Nuisance Limitation Plan, including risk management measures, in Schedule 8 (*Qualitative part of the Tender*), part 3 (Traffic Nuisance Limitation Plan) of the DBFM Agreement. In performing the Work, the Contractor must comply with the Traffic Nuisance Limitation Plan (DBFM Agreement article 8.1 (Management System) under c).

5.3 Perception of traffic nuisance (section c.)

The Traffic Nuisance Limitation Plan section c. of the Preferred Tenderer - including the risk management measures described therein - will be incorporated in Schedule 8 (*Qualitative part of the Tender*), part 3 (Traffic Nuisance Limitation Plan) of the DBFM Agreement. The Contracting Authority reserves the right not to incorporate parts of the Traffic Nuisance Limitation Plan, including risk management measures, in Schedule 8 (*Qualitative part of the Tender*), part 3 (Traffic Nuisance Limitation Plan) of the DBFM Agreement. In performing the Work, the Contractor must comply with the Traffic Nuisance Limitation Plan (DBFM Agreement article 8.1 (Management System) under c).

Schedule 7.5 DuboCalc

1 Description of the Environmental Impact Criterion for Materials Usage, Work Method and Energy Consumption

The Contracting Authority wishes to have the Infrastructure built and kept available sustainably. RWS 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. The calculation program is used to calculate the MilieuKostenIndicator (MKI) (Environmental Cost Indicator) value expressed in Euros. The Environmental Cost Indicator is a measure of the environmental impact of Earthworks and Hydraulic Works (EHW). The lower the Environmental Cost Indicator value, the lower the environmental impact.

DuboCalc is a software tool, based on the life cycle analysis (LCA) for quantitatively determining the environmental impact of the material and energy consumption of Earthworks and Hydraulic Works (EHW) (greenhouse effect, human toxicity, eutrophication, acidification, ozone layer depletion, ecotoxicity, etc.). The aspects that determine this environmental value include: the extraction and production of materials, the building of the infrastructure, 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 MKI value calculated using the DuboCalc calculation program. DuboCalc software 5.0 with DuboCalc library 4.03 is the version on which the Tenderer is to base its Tender.

The Tenderer can download the DuboCalc calculation program via www.dubocalc.nl.

The stipulated version will be used until the Completion Date. The Environmental Cost Indicator value obtained must be demonstrated to obtain the Completion Certificate.

The Tenderer is to calculate the Environmental Cost Indicator value for the items included in the table below for which the Tenderer uses the document "Protocol voor gebruik DuboCalc bij Duurzaam Inkopen RWS" [Protocol for the use of DuboCalc for Sustainable RWS Procurement] (contractor version, V23, dated 03-05-2016) and the "FAQ rekenprogramma DuboCalc" (FAQ on DuboCalc calculation program) (December 2014).

The scope of the DuboCalc calculation is divided into two parts: materials and energy consumption.

2.1 Scope of DuboCalc for materials

| Object* | Scope | Project life cycle for DuboCalc |
|-------------------------------------|--|---------------------------------|
| National Motorway | All the materials to be incorporated in the superstructure and the substructure of the National Motorway. | 50 |
| National Motorway | All the materials to be incorporated in the guardrails and barriers of the National Motorway. | 50 |
| Crossing | All the materials to be incorporated in the engineering structures of the Crossing. | 50 |
| Integration Measures | All the materials to be incorporated in the earth-retaining constructions of the Integration Measures | 50 |
| Underlying Third-Party Road Network | All the materials to be incorporated in the superstructure and the substructure of the Underlying Third-Party Road Network. | 50 |
| Third-party Crossing | All the materials to be incorporated in the engineering structures of the Crossing. | 50 |
| Third-party Integration Measures | All the materials to be incorporated in the earth-retaining constructions of the Third-party Integration Measures | 50 |
| cut and fill amount** | <p>All the materials part of the object cut and fill amount to be incorporated within the RWS Area and the Third-party Area with an origin outside the RWS Area and the Third-party Area.</p> <p>All the materials part of the object cut and fill amount to be removed from the RWS Area and the Third-party Area with a destination outside RWS Area and the Third-party Area.</p> | 50 |

* The objects (except for the object cut and fill amount) are in accordance with Schedule 9 (Schedule of Requirements), Part 1 (System Definition) and Implementation Agreements, schedules IA 2 and IA 3 of the DBFM Agreement.

** The object cut and fill amount comprises all materials (for example, non-restrictively, sand, soil, gravel, clay, stone-like and IBC materials, soil substitutes, etc.) which:

- are excavated, dredged, transported or otherwise delivered (whether or not via a depot) for the purposes of the project; or
- originate from the project and are transported away (whether or not via a depot) to outside the project boundaries.

For the DuboCalc calculation regarding materials, the Tenderer must use the following basic principles:

1. The transport distance for the materials for the cut and fill amount to be used in the calculation concerns the distance to be covered with the means of transport

used (this also to include pipes) from the exact geographical location of origin of the materials to the project boundary, or, if materials are disposed of, from the project boundary to the exact geographical location of the final destination, in which for the distance in the calculation a minimum of 1 km must be used.

2. The Tenderer does not need to include material that is relocated or reused within the project boundaries in the calculation.
3. The Tenderer is not allowed to deviate from the lifespan of the asphalt surface course as included in the Nationale Milieu Database (DuboCalc).

The following elements are not part of the scope of the DuboCalc calculation regarding materials, because they are not considered to be distinguishable, the products are not present in the library of DuboCalc or the quantities are not verifiable:

1. Noise barriers
2. demolition and removal of existing objects (road surfaces, structures and buildings);
3. Plant and equipment used to make construction work possible (e.g., building cranes and scaffolding), with the exception of temporary sheet piling;
4. mechanical engineering and electrical engineering installations;
5. road furniture (for example ladders, railings, waste bins, balustrades and lighting masts), with exception of guardrails and barriers.

2.2 Scope of DuboCalc for energy

| Object | Scope | Project life cycle for DuboCalc |
|--------------------|--|---------------------------------|
| RWS Infrastructure | All energy consumption calculated for one calendar year during the Availability Period for RWS Infrastructure. | 50 |

For the DuboCalc calculation regarding energy consumption, the Tenderer must use the following basic principles:

1. All energy sources must be included in the calculation of the total consumption (for example, non-restrictively, electricity, (natural) gas, fuel oil and diesel).
2. The Tenderer must base the calculation of the energy consumption on:
 - o the requirements set out in Schedule 9 (Schedule of Requirements) of the DBFM agreement, in particular, the requirements set to public lighting and the lighting regime;
 - o bridge opening: 629 openings/year.
 - o connected load of the Video Data Collection System (VIS): 8760 hours/year;
 - o connected load of the Information Panels (DRIP): 2190 hours/year;
 - o connected load of public lighting in the roof structures:
 - i. 4277 hours/year daytime regime
 - ii. 4483 hours/year nighttime regime
3. Respecting the requirements of the DBFM agreement the Tenderer is allowed to generate renewable energy for the benefit of the Contracting Authority.
4. Renewable energy generated within RWS Area may be deducted from the total energy consumption. The Contracting Authority prevails energy savings over generating renewable energy, therefore the generated energy must be multiplied by a factor of 0.8.
5. The net energy consumption must be entered as 'grey' (non-renewable) electricity. The submission of an "own LCA" in this respect is excluded.

3 Use of new items or different items (materials and processes) not included in the DuboCalc Library

If an item is not included in or is different than those specified in the DuboCalc Library, it is possible for the Tenderer to make the Environmental Cost Indicator value calculation for the new or different item using data that is not (yet) included in the prescribed version of the DuboCalc Library.

The Environmental Cost Indicator value for the new or different item must be formulated and verified in accordance with the procedure specified by SBK (Stichting Bouwkwiteit) for category 1 and 2 data. This procedure includes the following steps:

1. A Life Cycle Analysis (LCA) must be formulated in accordance with the current *'Bepalingsmethode Milieuprestaties Gebouwen en GWW-werken'* (Determination method for environmental performance of buildings and Earthworks and Hydraulic Works (EHW));
2. The LCA should be established no later than 1 year after Date of Agreement. This means the findings of the assessor have been processed. The tester should be an independent LCA expert included in the "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) in force. 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 Earthworks and Hydraulic Works (EHW) National Environmental Database within 1 year after the Date of Agreement.

Further information describing the procedure to be followed can be found at the site of the National Environmental database: milieudatabase.nl

4 Requirements for the deliverable product

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

1. The Environmental Cost Indicator value calculated with DuboCalc for the scope set out above (0 decimal points);
 - a. MKI value Materials;
 - b. MKI value Energy Consumption.
2. If a new or different item is used, an LCA report to substantiate the Environmental Cost Indicator value of that item and a substantiation of the contribution of the new or different item to the overall presented MKI value.

5 Method of assessment DuboCalc

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

5.1 DuboCalc materials

The maximum notional reduction of the tender sum that is included in the valuation of the Tender of this component amounts to EUR 20,000,000.00 (twenty million euros).

The notional reduction that the Tenderers are given with their Best and Final Offer (BAFO) is calculated as follows:

- for an offered MKI value of 7,000,000.00 or less a notional reduction of EUR 20,000,000.00 is awarded;
- for an offered MKI value of 17,000,000 or more no notional reduction is applied;
- a linear reduction is applied for an offered MKI value between 7,000,000 and 17,000,000.

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

The presented Environmental Cost Indicator value may be departed from after the contract is awarded provided that the Environmental Cost Indicator value for this work is equal to or lower than the presented Environmental Cost Indicator value.

5.2 DuboCalc energy

The maximum notional reduction of the tender sum that is included in the valuation of the Tender of this component amounts to EUR 16,000,000.00 (sixteen million euros).

The notional reduction that the Tenderers are given with their Best and Final Offer (BAFO) is calculated as follows:

- for an offered MKI value of 0 or less a notional reduction of EUR 16,000,000.00 is awarded;
- for an offered MKI value of 3,000,000 or more no notional reduction is applied;
- a linear reduction is applied for an offered MKI between 0 and 3,000,000.

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

The presented Environmental Cost Indicator value may be departed from after the contract is awarded provided that the Environmental Cost Indicator value for this work is equal to or lower than the presented Environmental Cost Indicator value.

6 DuboCalc Incorporation into the DBFM Agreement

- The Environmental Cost Indicator (in euros) is included in Schedule 2 (Payment Mechanism), paragraph 8.1 (settlement DuboCalc) of the DBFM Agreement.
- The energy consumption during the Availability Period as provided by the Tenderer will be incorporated into Schedule 8 (Qualitative Part of the Tender) part 2 of the DBFM Agreement.
- If it concerns the use of a new or different item, the LCA report submitted by the Tenderer will be included in Schedule 8 (Qualitative part of the Tender) part 2 of the DBFM Agreement.

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 and the Scheduled Completion Date, which are part of DBFM Agreement;
- To lay down the basis for the Project Plan to define the Critical Delay and Critical Delay in Completion, also in relation to the General Contracting Authority Buffer incorporated by the Contractor;
- To record the basis for the Project Plan for external communications sent by RWS;
- 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 the requirement ME_01034 including the underlying requirements, in which regard the Basic Project Plan must be elaborated up to and including level III for the requirement ME_01038. The requirements ME_01037 and ME_01045 do not need to be satisfied 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: at the latest 31-12-2025;
 - Scheduled Completion Date should not be later than six months after the Scheduled Availability Date.

The Basic Project Plan shall include the report of the probabilistic analysis including a list of the top 15 current time-related Contracting Authority and Contractor risks that could affect 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 Tenderer must submit the following planning with the Tender:

- I. The Basic Project Plan, with the following mutually consistent documents modelled on P85 in PDF and Primavera format:
 - a) an independently readable summary in A3 format, in accordance with ME_01041;

- b) an independently readable plan for Level I, in accordance with ME_01038;
- c) an independently readable plan for Level II, in accordance with ME_01038;
- d) an independently readable plan for Level III, in accordance with ME_01038;

A P85 calculation of (b), (c) and (d) will apply to these products, including the buffers from the Risk Management Plan (RMP) that may have been offered by the Contracting Authority and the Contractor.

The following principles should be applied to the above:

- The milestones associated with the 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 risks in the said plan, modelled as P85 activity including the required P85 buffer;
- The buffers for the occurrence of each of the risks in 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 in the risk management plan;
- The required activities following use of the risk management plan buffer for the occurrence of each of the risks in the said plan, modelled as P85 activity including the required P85 risk buffer. These P85 risk buffers should not be 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 risks in the risk management plan with the critical path should be modelled. This relationship must lie before the Contractor buffer in accordance with requirement ME_01044.
- Modelling the General Contracting Authority Buffer as a determination activity with a turnaround time in accordance with the definition in Schedule 1.

- II. The Basic Project Plan with an independently readable Level III plan, in accordance with ME_01038 in a Primavera and PDF file.

The following principles should be applied to the above:

- All Contractor activities should be deterministically modelled;

- The milestones associated with the 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 risks in the said plan are to be deterministically modelled;
- The buffers for the occurrence of each of the risks in the risk management plan that may have been offered are to be modelled as deterministic activities with a turnaround time in accordance with the offered buffer from the said plan;
- All the required activities following use of the risk management plan buffer for the occurrence of each of the risks in the said plan are to be modelled as deterministic activity;

- The relationship of all activities after the occurrence of each of the risks in the risk management plan with the critical path must be modelled; This relationship must lie before the Contractor buffer in accordance with requirement ME_01044.
- Modelling the General Contracting Authority Buffer as a determination activity with a turnaround time in accordance with the definition in Schedule 1;
- The determination values of the activities listed under (I) should be traceably equal to the determination values of the activities listed under (II).

The Scheduled Availability Date for the Basic Project Plan for level III of section (II) should be either on, or prior to, the Scheduled Availability Date of the Basic Project Plan level III section (I).

The Tenderer must submit the following documents together with the Tender:

- I. A Buffer Register, listing:
 - The result of the Monte Carlo analysis in order to comply with requirement ME_01044, including the required risk buffer in Calendar Days (Contractor Buffer);
 - A summary of the possible Contractor Buffers for the occurrence of each of the Contractor's risks included in the Risk Management Plan, whereby it must be indicated whether these Contractor Buffers are on the critical path;
 - A summary of the possible RMP Buffers for the occurrence of each of the Contracting Authority's risks included in the Risk Management Plan, whereby it must be indicated whether these RMP Buffers are on the critical path;
 - The value of the General Contracting Authority Buffer (in accordance with the definition in Schedule 1).
- II. An independently readable report on the Monte Carlo analysis in Word, in accordance with ME_01044, including a list of the top 15 current time-related Contracting Authority and Contractor risks that could threaten 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 Tenderer should also describe the assumptions and principles of the risk models.
- III. The source file used for the Monte Carlo analyses of the risks on which the Basic Project Plan's risk models are based from section (a), under I, paragraphs b, c and d, including the 3-point estimates of the applied risks and of the spread on the normative turnaround times.

3. Requirements for the phasing plan

3.1 Contents

- a. The phasing plan should comply with the requirements specified in 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 during the Development Phase 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 must provide an overview for each main phase of the closed or the obstructed traffic flows as part of the schematic representation of the RWS Area.

3.2 Layout

The phasing plan must present the information per main phase on a single A3 page in PDF format, except for the drawings; these must be submitted in a clearly legible format.

4. Method of assessment

The Basic Project Plan and 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 economically most advantageous tender.

5. Incorporation into the DBFM Agreement

The Scheduled Availability Date and 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. Basic Management Plan requirements

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 is to 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 its stakeholders;
- b. the strategic (main) objectives as elaboration of the ambitions under a);
- c. the translation of the aims under b) into critical success factors;
- d. how it is guaranteed with respect to parts a) to c) that the project objectives of the Contracting Authority 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 aims in 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 Contracting Authority;
- d. the control model used by the SPV 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 way 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 SPV, 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 to be taken, 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 Contractor's Management System. It concerns at least the sub-plans that describe the following processes:

- a. the operation of the triangle Contracting Authority - Contractor - manager in order to start all Work on time in which regard interaction is required between the players from 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 is to 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 internal organisation; the Tenderer is to 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. the development of the provision of information and information structure; the Tenderer shall provide a description of the process towards realising a functioning information management system in the period between the Date of Agreement and the date of the application for a Commencement Certificate. The sub-plan focuses mainly but not exclusively on: ordering, management, availability, findability, continuity, exchangeability, quality and security of information management;
- 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 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 that:

- a. 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 Traffic Nuisance Limitation 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 is Verdana
- font size of at least 9 points;
- line spacing of at least 1;
- full page with margins of at least 2 cm at top, bottom, left and right.

2.3 Size

The Basic Management Plan may contain no more than 75 pages (in A4 format).

3. Method of assessment

The Basic Management Plan is a validity product.

The assessment team 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 Visual 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, the Aesthetic Schedule of Requirements and the Layout Plan).

2. Visual Design Plan Requirements

2.1 Contents

The Visual Design Plan shall include the following components:

1) Description of the approach

The Tenderer is to describe its approach to visual 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 interfaces;
- b. guaranteeing mutual coherence of the parts that will be in sight;
- c. guaranteeing the careful design and detailing of areas of overlap between the various disciplines (EHW and IA);
- d. guaranteeing support among stakeholders with respect to the design.
- e. organisation of the design team, indicating which persons or agencies will be deployed for the integration, layout and design;
- f. the roles and powers of the architect and landscape architect in the design and construction process and how this can be guaranteed and made demonstrable;
- g. dealing with conflict situations; the escalation model that is used in conflict situations between the architects and the Contractor's project organisation.

2) Visual Design Elaborations

The Tenderer should develop a design for the parts below:

1. Elaboration of the sound barrier on the side of the northbound lane of the A9 at the height of hmp 27.10.
2. Elaboration of the new road and bicycle connection CES110 - Fixed Bridge in the Burgemeester A. Colijnweg across the Sierwater.
3. Elaboration of the widening of the Schiphol Bridge including its cellar.

When doing so, the Tenderer is required to describe a design for each part on the basis of the site plan (1:2500), maps (1:200), appearances (1:200), artist impressions from the perspective of road users and environment, long and cross sections (1:200), visually dominant details (1:20 or 1:5) 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 Visual 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, bottom, left and right;

2.3 Size

The Design Plan may contain at most 20 pages of A3 format (excluding back and front pages and the table of contents), with the description of the approach comprising at most 6 pages.

The requested site plans, maps and appearances, long and cross sections may be added as annexes to the Design Plan.

The scale of the drawings of the engineering structures may be adjusted in such a manner that the whole engineering structure can be shown on an A0 format. This is subject to the condition, however, that the drawings include several detailed elaborations at the scale requested above. The aforementioned drawings are not taken into account for the determination of the aforementioned maximum number of 20 pages at A3 format.

3. Method of assessment

The Design Plan is a validity product.

The assessment team will assess 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 9 Template Forms for Tender Submission

Schedule 9.1 A Template submission form for qualitative part of the Tender

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

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

Signed in [place], [date]

[name of Tenderer],

[name of person with power of representation]

[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) The Template Tender submission form, fully laid out according to the format provided in schedule 9.1 A.
- 3) The Risk Management Plan according to schedule 7.3.
- 4) Traffic Nuisance Limitation Plan according to schedule 7.4.
- 5) DuboCalc according to schedule 7.5.
- 6) The Basic Project Plan, including the phasing plan, in accordance with the requirements of schedule 8.1.
- 7) The Basic Management Plan, in accordance with the requirements of schedule 8.2.
- 8) The Visual Design Plan in accordance with the requirements of schedule 8.3.
- (9) The statement on the CO₂ Ambition Level according to schedule 9.8.

Schedule 9.1 B Template submission form for quantitative part of the Tender

[name of Tenderer] hereby submits its Tender for project [name of 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 his 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. His 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 his Tender is based on the Reference Rates provided by the Contracting Authority [and if applicable, the EIB reference rate provided by the EIB];

5. He accepts that the Gross Availability Payment included in his Tender shall be adjusted to Financial Close in accordance with the procedure included in paragraph 7.4.1 of the Tendering Guidelines;
6. He 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. He 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. He 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 € [*] million due to the Contracting Authority. Such will occur if he 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 only not be due in the 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. His Tender was not formed under the influence of an agreement, decree or act that is contrary to Dutch or European competition law.

Signed in [place], [date]

[name of Tenderer],

[name of person with power of representation]

[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) Template Tender Submission Form, fully arranged according to the format provided in schedule 9.1 B.
- 3) Extract from the Trade Register of the Tenderer
- 4) A statement of the Gross Availability Payment, at the price level of 1 January 2018, 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.
- 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 template form Indexation Formula (schedule 11).
- 8) A document in which the changes to the Original Financial Model when compared to the Dialogue Product Format Original Financial Model are described.
- 9) A Shareholder Letter of Support 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) One or more Letters of Support from a debt capital provider (Mandated Lead Arranger) for a total of at least 100% of the debt capital financing requirement (completely in accordance with the format set out in schedule 9.4).
- 12) To the extent applicable: a Support Letter from the European Investment Bank upon submission of the Tender (schedule 9.5).
- 13) Model K statement(s) in accordance with the format set out in schedule 10 Model K statement.
- 14) Statement relating to environmental, social and labour legislation (completely laid out in accordance with the format incorporated in schedule 13).

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 Template submission form for documents from third parties sent in signed by hand

To this end, [name Candidate/Tenderer] should provide a scanned PDF version with a handwritten signature for the project [Project], rather than an electronically signed version, of the following documents:

- 1) Support Letter from the financial advisor (in accordance with the format set out in schedule 9.3)
- 2) Support Letter from (external) debt capital provider (in accordance with the format set out in schedule 9.4).
- 3) Support Letter from the European Investment Bank (in accordance with the format set out in schedule 9.5).
- 4) A Financial Close bond (in accordance with the format set out in schedule 9.6)¹.

and declares that:

1. The attached scanned document or documents is/are actually signed by the person or legal entity stipulated in the document and is/are in the possession of [name of Candidate/Tenderer];
2. [Name of Candidate/Tenderer] will ensure that the original documents of the attached scanned documents will be sent at the same time (by post, courier or in another rapid manner) to the Contracting Authority.

Signed in [place], [date]

[name of Candidate/Tenderer],

[name of person with power of representation]

[position]

[signature]

¹ The Tenderer should indicate which statements of financial institutions it will submit with a handwritten signature.

Schedule 9.2 Template 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 Tenderer] is awarded the Contract, [name of Shareholder] shall, in accordance with its participation in [name of Tenderer], 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 debt capital 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 person with power of representation]

[position]

[signature]

Schedule 9.3 Template 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 [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 furnished with support letters from (external) debt 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 person with power of representation]

[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 Dutch law.

[name of financial advisor]

[name of natural person authorised as representative]

[position]

[signature]

Schedule 9.4 Template form Support Letter from (external) debt capital provider (Mandated Lead Arranger)

[name of debt capital provider] has been appointed by [name 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], [debt capital provider] has carried out *due diligence* with its fiscal advisor [name], its legal advisor [name], its technical advisor [name], and its insurance advisor [name] in relation to (the provisions of):

- The Tender Documents;
- The Tender dated [date] of [name of Tenderer].

[name of debt capital provider] is offering a financing arrangement to [name of Tenderer], for an amount of [amount] stated in its letter dated [date of letter] with reference [reference of letter] for [number of] weeks after [date of Tender Submission].

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 debt capital/credit support provider] of [name of debt capital provider];
- completion of the financing or loan documents in the legal relationship between [name of Tenderer] and [name of debt 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 Tender].

[name of (external) debt capital provider]

[name of person with power of representation]

[position]

[signature]

[name of debt 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], [debt 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 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 debt 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 debt capital / credit support provider];
- Completion of the financing or loan documents in the legal relationship between [name of Candidate] and [name of debt capital / credit support 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 Dutch 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 (external) debt / credit support 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 Water Management
RWS Major Projects and Maintenance
for the attention of Mr B. Westeneng
Burgemeester Stramanweg 100B
1101 EM Amsterdam-ZO, The Netherlands
The Netherlands

Re: Support Letter for the Provision of Financing for the Project [name of project]

Dear Mr Westeneng,

[Name of Multilateral] has been approached by [Name of Tenderer] as [financing party] for the financing of the Project [name of project]. In the requirements of the Tender Submission dated [date of Tender], the Contracting Authority has requested a Letter of Support from the (external) debt capital provider of [Name of Tenderer]. [Name of Multilateral] has carried out a due diligence assessment relating to the Project [name of 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 Tender of [Name of Tenderer] with regard to the Project [name of project], [Name of Multilateral] has carried out due diligence regarding (the provisions of):

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

[Name of multilateral] is prepared to support the Tender of [name of Tenderer] 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 Tenderer] is offered to [name of Tenderer] under the following conditions:

- the final 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 Tenderer] 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 Tenderer] as Preferred Tenderer and inform the Contracting Authority of this 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 from [Name of Multilateral] is valid for a period of [at least equal to the validity period] days after [date of the Tender].

Yours sincerely,

[name of Multilateral]

[name of person with power of representation]

[position]

[signature]

Annex 1:

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

- Information Memorandum dated [date] with reference [reference];
- [DBFM Agreement] 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 Water Management
RWS Major Projects and Maintenance
Attn. Mr B. Westeneng
Burgemeester Stramanweg 100B
1101 EM Amsterdam-ZO, The Netherlands
The Netherlands

[place], [date]

Re: Letter of Support for the Provision of Finance for the [name of Project].

Dear Mr Westeneng,

[Name of Multilateral] has been approached by [name of Candidate] as [financing party] for the financing of the [name of 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) debt capital provider of [name of Candidate]. [Name of Multilateral] has carried out a due diligence assessment relating to [name of 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 of Project] Project, [name of Multilateral] has carried out due diligence 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 Annex 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 of 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];
- [DBFM Agreement] 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 information 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 as 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 [validity period] and its obligation to pay compensation if it does not realise 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 [validity period] 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 €[•] million. 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

¹ Delete as appropriate.

Financial Close, such with due observance of the maximum amount referred to under 1. of this bank guarantee.

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. Any disputes which 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 person with power of representation]

[position]

[signature]

Schedule 9.7 Requirements concerning the Financial part of the Tender

Schedule 9.7 A 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 to 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 have figures entered 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 Contracting Authority 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 parts calculation speed, facilitation of Financial Close and performance of sensitivity analyses;
- e. it must be possible to optimise and reoptimise the Original Financial Model without using macros (this means that it must also be possible to independently perform any steps that are directed by a macro). 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 2018** 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 cycle, 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 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 Lenders 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;
 - xi. Taxes.
- b) The Original Financial Model must be applicable in a version of Microsoft Excel 2010 or 2013.
- 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 have 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. In the Original Financial Model the aforementioned components and related calculation rules must be visible, transparent and unambiguous, and recognisable for the Contracting Authority;
 - 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: **1 January 2018.**
- 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, m^1 , m^2 or m^3) 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 objects Schiphol Bridge, sunken position of the A9 and the sound barriers breakdown in main parts, assumptions realisation and exploitation (including main quantities and unit prices. This decomposition can also be included in the cost book
 - iv. Further decomposition of indirect costs of mainly organisation and engineering. Insight in efforts, rates, functions and organogram.
 - v. 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 for 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. numbers of objects as in schedule 9.1 of the contract. Further decomposition of (can also be included in the cost book):
Costs of realisation:
 - Schiphol Bridge into cellar, bascule, deck, moving parts, control room, etc.
 - Sunken position of the A9 in construction pit, foundation, structural work and finishing works.Costs of exploitation:
Decomposition of the maintain costs per discipline, as usual (regular / irregular maintenance, GAO/SAO/TAO/SVO, corrective/ preventive maintenance, etc)
- iv. 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 reservations are clear separately;
- 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.

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 Original Financial Model included in the Tender submitted by the Tenderers must include the Tenderer's expectations as regards inflation, based on the Indexation Formula offered by the Tenderer.

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 9.7 B: 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 support letters as included in schedule 9.2 (Support Letter from shareholders), 9.3 (Support Letter from financial advisor), 9.4 (Support Letter from (external) debt capital/credit support provider) and 9.5 (Support Letter from 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 debt capital that the debt capital provider complies with the Lender's definition;
 - iii. in the event the intended debt 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 Contracting Authority'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 due diligence must have been performed before the date the Tender is submitted and based on the assumption that no more changes will be made to the DBFM Agreement.

Schedule 9.8 Format CO2 Ambition level

[name of Tenderer] declares itself willing to perform the DBFM Agreement in a sustainable manner and in this adequately implement a CO₂ reduction at CO₂ Ambition Level [●●] as described in schedule 7.2 A.

[name of Tenderer] declares the proof that the DBFM Agreement will be executed to the level indicated above will be supplied by:

submitting a "CO2 Bewust" (CO2 Aware) certificate in keeping with the presented CO2 ambition level. If the Tenderer is a consortium of companies, each participant in the consortium will submit a CO2 Awareness certificate that is at least in keeping with the CO2 ambition level presented.

or¹

submitting project-specific supporting documents showing that the work will be carried out in accordance with the criteria laid down in the tables included in the document 'Public Procurement Guide Version 3.0: The EMAT criterion CO₂-performance ladder for contracting authorities (05-02-2016, Foundation for Climate-Friendly Procurement and Business), criteria for which are also included in schedule 7.2 A of the Tendering Guidelines. The assessment will be carried out by the following certifying authority, taking into consideration the conditions as included in schedule 7.2 of the Tendering Guidelines:

[name and address of certifying authority]

Signed in [place], [date]

[name of Tenderer],

[name of person with power of representation]

[position]

[signature]

¹ The Tenderer must make a choice by ticking one of the two options. If the second option is chosen, the name and address of the certifying authority must be provided.

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.

Model K - statement director concerning the legitimacy of the Tender

[Name Project]

The undersigned declares that this Tender was not formed under the influence of an agreement, decision or act contrary to Dutch or European competition law.

Drawn up truthfully

on [date] in [place]
by [name and initials]
as director of [name company],
who duly represents [name company]

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 becomes part of the DBFM Agreement. The Tenderer shall choose a maximum of six indices from the exhaustive list of indices included below that he 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 provided 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 periods 1 and 7. Period 1 commences on the Date of Agreement and runs until 31 December of the calendar year in which the Availability Date falls; period 7 commences on 1 January of the year after the year that period 6 ends and ends on the 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 <enter date>.

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 Contracting Authority the risk of price developments that are expressed in the costs of debt 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 Values (*) |
|------------------------|---|---------|----------------------|
| Statistics Netherlands | Groundwork, road and hydraulic engineering | January | [●] |
| Statistics Netherlands | Roads with open pavement | January | [●] |
| Statistics Netherlands | Roads with closed pavement | January | [●] |
| Statistics Netherlands | Aboveground and underground railways | January | [●] |
| Statistics Netherlands | Bridges and tunnels | January | [●] |
| Statistics Netherlands | Works related to liquids | January | [●] |
| Statistics Netherlands | Hydraulic works | January | [●] |
| Statistics Netherlands | Make land ready for building | January | [●] |
| Statistics Netherlands | Electrical installation | January | [●] |
| Statistics Netherlands | CPI all households | January | [●] |
| Statistics Netherlands | The Netherlands, HICP | January | [●] |
| Statistics Netherlands | Eurozone, MUICP | January | [●] |
| Statistics Netherlands | European Union, EICP | January | [●] |
| Statistics Netherlands | Metal/electrical Industry 27-35 (CLA wages) | January | [●] |
| Statistics Netherlands | Building industry 45 (CLA wages) | January | [●] |
| CROW | Wage costs | January | [●] |
| CROW | Diesel fuel high excise duty | January | [●] |
| CROW | Diesel fuel excluding excise duty | January | [●] |
| CROW | Electricity | January | [●] |
| CROW | Gravel and industrial sand | January | [●] |
| CROW | Crushed stones and crushed sand | January | [●] |
| CROW | Concrete | January | [●] |
| CROW | Concrete production | January | [●] |
| CROW | Cement | January | [●] |
| CROW | Quarry stone | January | [●] |

| | | | |
|----------|---|---------|-----|
| CROW | Plastics including PVC, excluding Geosynth. | January | [●] |
| CROW | Reinforcing concrete bars | January | [●] |
| CROW | Steel excluding Reinforcing concrete bars | January | [●] |
| CROW | Bitumen binders | January | [●] |
| CROW | Mineral asphalt mix including fuel | January | [●] |
| Eurostat | HICP excluding Tobacco (00X TOBAC) (EA) | January | [●] |

(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 template 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.

Template form Indexation Formula format

| 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

Schedule 13 Statement relating to the obligations in the areas of environmental, social and labour legislation

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):

.....

Contact person of the company (name, email, telephone):

.....

The undersigned declares to have taken account in the preparation of his tender submission of the obligations in the field of environmental, social and labour legislation under the European Union laws, national law or collective labour agreements or pursuant to the provisions regarding international environmental, social and labour legislation set forth in annex X of Directive 2014/24/EU.

Name or names of signatory or signatories authorised as representative:

.....

Date:

Signature(s):