

Tendering Guidelines

for an open procedure in accordance with the Public
Procurement Act 2012

Framework Agreement for the purchase and transfer of traction power components for tram and metro rectifier stations

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GLOSSARY

The capitalised terms in these tendering guidelines have the following meaning:

- Public Procurement Act : The Public Procurement Act 2012.
- DCC : The Dutch Civil Code
- Consortium : A Partnership of Entrepreneurs who jointly submitted a Tender or who intend to submit a Tender jointly, depending on the context.
- Tenderer's Statement : The European Single Procurement Document (UEA) referred to in Section 2:84 subsection 1 of the Public Procurement Act and attached to these tendering guidelines as appendix 1.
- Certificate of Conduct for Procurement (GVA) : Certificate referred to in Section 4:1 of the Public Procurement Act.
- Tenderer : An Entrepreneur or Consortium that intends to submit a Tender or that has submitted a Tender, depending on the context.
- Tender : The offer to perform the contract that was submitted in the manner prescribed in the tendering guidelines.
- TenderNed : The electronic platform used to follow this tendering procedure.
- Summary of Additional Information and Changes : The questions and answers published by GVB in which GVB provides further information to the Tenderers pursuant to questions and comments concerning the tendering guidelines and related appendices.
- Subcontractor : An entrepreneur to whom the main contractor will subcontract part of the contract.
- Entrepreneur : An entrepreneur within the meaning of Section 1:1 of the Public Procurement Act.
- Contract : The contract set out in these tendering guidelines.
- Contractor : The Tenderer with whom GVB concludes a (framework) Agreement for the performance of the contract.
- Option : A change to the original Contract whose nature, scope and conditions subject to which this change can be implemented have been laid down in these Tendering Guidelines.
- Framework Agreement : The Framework Agreement referred to in paragraph 2.5.
- Service Level Agreement (SLA) : Part of the Agreement that relates to the deliveries, services, management and maintenance activities to be provided and the related performance levels.

1 General

1.1 Introduction

The present document contains the tendering guidelines for the tender procedure for a Framework Agreement for the purchase and supply of traction power components for tram and metro rectifier stations, with reference 2021-36, as announced on TenderNed. GVB has opted for an open procedure in connection with this tender procedure.

This call for tenders will record your employees' data. GVB does not process personal data for any other purpose than in the context of the call for tenders. GVB does not retain personal data for longer than is necessary. The retention periods applied by GVB are:

- The documents of Tenderer(s) who are not awarded the contract are retained for a period of 4 years after the date of award.
- The documents of Tenderer(s) who are awarded the contract are retained for a period of 7 years after the end date of the (framework) agreement.

Tenderer(s) have the right to request inspection, correction and/or supplementation of the personal data and, in certain cases, also deletion, restriction, objection and/or transferability thereof.

For more information, please refer to the GVB's Privacy Statement on website:

<https://www.gvb.nl/privacy-verklaring>

These tendering guidelines set out how Tenderers can submit a Tender and how the Tenders submitted are subsequently assessed by GVB.

The contract is awarded to the Tenderer with the most economically advantageous tender (MEAT) according to the 'best price-quality ratio' award criterion. The award criterion is elaborated further in chapter 5.

The tendering guidelines consist of the following parts:

"General" contains, among other things, a description of GVB and sets out the appendices that form an integral part of the Tendering Guidelines and which procurement tool GVB uses for this tender (Chapter 1).

"Contract" contains a description of the objective(s), nature and scope of the contract that GVB wishes to put out to tender, and of the Agreement that will follow on from it (Chapter 2).

"Tender Procedure" contains a description of the tender procedure, from the publication of the announcement of this tender up to and including the award of the Contract, including all the applicable regulations (Chapter 3).

"Selection: grounds for exclusion and minimum requirements" contains a summary of the grounds for exclusion and the minimum requirements, and sets out how the Tenderers are assessed (Chapter 4).

“Award: conditions and award criterion” sets out the conditions for award and the award criterion (Chapter 5).

1.2 GVB

GVB runs public transport using trams, buses, underground trains (metro) and ferries in and around Amsterdam. The organisation has around 3,750 employees. Travellers are the central focus of GVB's conduct.

In addition to operation, management and maintenance of the equipment and of the rail infrastructure within the city is carried out by GVB. The Rail Equipment and Rail Services departments arrange for implementation.

Public transport is a sustainable form of transport. GVB's business operations devote a great deal of attention to the environment. Trams, metros and buses are (largely) powered by green power. The diesel buses are part of the most modern and cleanest vehicle fleet of the Netherlands.

GVB, together with its client Vervoerregio Amsterdam and the municipality of Amsterdam, builds a coherent urban transport network with a high, uniform quality of services against the lowest possible cost.

1.3 Special Sectors Company and Contracting Authority

The special sectors company in this tender procedure is GVB Infra B.V. (hereinafter referred to as “GVB”).

GVB Infra B.V. carries out this tender procedure also on behalf of the Municipality of Amsterdam, Space and Economy cluster, and Vervoersregio Amsterdam.

GVB Infra B.V. acts as lead contractor on behalf of these three organisations for the purpose of this tender.

Explanation:

The Amsterdam Municipal Executive decided on 22 June 2020 that the management of and cooperation between the public transport organisations in the Amsterdam urban region will change in the coming time. For example, in the future the entire management and commissioning practice of the public transport chain will be for the ‘account and risk’ of Vervoerregio Amsterdam (VRA). This is not yet the case, which results in a complex governance structure. For example, VRA is responsible for granting concessions regarding the operation of public transport, but management and maintenance of the rail infrastructure takes place via the municipality of Amsterdam.

At this time, the Metro and Tram departments of the Municipality of Amsterdam and GVB Infra B.V. are being combined in GVB Railinfra B.V. to be formed, which will be placed under GVB. This new private limited company carries out all of the management, maintenance and replacement of the rail infrastructure, including smaller new construction and expansion projects.

Larger public transport projects, such as the new construction of tram and metro lines, will be carried out by VRA itself in the future.

This should result in more effective and efficient cooperation in the area of the management and maintenance and improved coordination of the operation of public transport. The reorganisation should make the Amsterdam public transport system more robust. The growth of the city and the increasing pressure on public transport is the main reason for intensifying this cooperation.

This framework agreement will be used by the following three organisations:

1. GVB Infra B.V.
2. The Municipality of Amsterdam RVE Metro en Tram
3. Vervoerregio Amsterdam

In time, GVB Infra B.V. and the Municipality of Amsterdam RVE Metro en Tram will be incorporated in a new legal entity that will also use the framework agreement:

4. GVB Railinfra B.V.

All four of the aforementioned parties will be able to purchase supplies and services from the Contractor subject to the same conditions as GVB Infra B.V.

1.4 Appendices

The following appendices form part of these Tendering Guidelines. These documents can be downloaded from TenderNed.

Appendix 01	Tenderer's Statement (form)	Tendering Guidelines Paragraph 3.5.3
Appendix 02	Declaration guarantee parent company (model)	Tendering guidelines paragraph 4.2.1
Appendix 03	Declaration financial capacity and continuity of the business operations (model)	Tendering guidelines paragraph 4.2.1
Appendix 04	Letter of intent bank guarantee / Model bank guarantee	Tendering Guidelines Paragraph 4.2.1
Appendix 05	Declaration reference contract(s) (model)	Tendering Guidelines Paragraph 4.2.2
Appendix 06	Consortium Statement	Tendering Guidelines Paragraph 3.5.4
Appendix 07	Subcontracting declaration	Tendering Guidelines Paragraph 3.5.4
Appendix 08	Schedule of Requirements consisting of: • Appendix 08 Schedule of requirements General part Traction components_1.0 • Appendix 08 Part 1A Traction Rectifier Station system specification_v8.1 • Appendix 08 Part 1B Traction Switching Station system specification_v5.0 • Appendix 08 Part 1C System specification Track separators_v1.1 • Appendix 08 PVE Part 1D System specification Recovery Unit_v1.0 • Appendix 08 PVE Part 1E System specification Energy supply Trafo_v1.0 • Appendix 08 Part 1A-E System specification Attachments (ZIP File) • Appendix 08 Part 2 Process requirements_1.0	Tendering guidelines paragraph 5.1

	Appendix 08 Part 2 Process requirements Attachments (ZIP File)	
Appendix 09	Price sheet	Tendering guidelines paragraph 0
Appendix 10	Compliance table	Tendering Guidelines Paragraph 5.1.2
Appendix 11	Draft Framework Agreement	Tendering guidelines paragraph 2.7
Appendix 12	Draft Further Agreement	Tendering Guidelines Paragraph 2.5
Appendix 13	GVB General Purchase Conditions	Tendering Guidelines Paragraph 2.5
Appendix 14	Draft Service Level Agreement (SLA)	Tendering Guidelines Paragraph 2.5
Appendix 15	Request for an Offer Tram new construction rectifier station Osdorpplein	Tendering Guidelines Paragraph 5.7
Appendix 16	Cancelled	
Appendix 17	Format Risk inventory and management plan (RIM)	Tendering Guidelines Paragraph 5.11
Appendix 18	Declaration professional qualifications employees	Tendering Guidelines Paragraph 4.2.2
Appendix 19	Letter of intent DVP metro & overview employee with valid DVP metro	Tendering Guidelines Paragraph 4.2.2

1.5 TenderNed

The tender takes place entirely electronically, using the TenderNed tendering tool (www.tenderned.nl). All communications and exchange of information between GVB and the Tenderers in the context of the tender shall take place via this procurement tool. Entrepreneurs must be registered in TenderNed in order to be able to participate in the tender procedure.

As from 27 June 2015, Dutch entrepreneurs can only register in TenderNed if they have an eHerkenningmiddel (e-Recognition Tool) with a reliability level of 2 or higher. Please bear in mind that applying for an eHerkenningmiddel takes several working days. More information about the e-Recognition Tool and registration in TenderNed can be found at www.tenderned.nl.

Any questions about TenderNed should be directed to the TenderNed service desk. The service desk can be reached on working days from 08:30 to 17:00 hours via the free telephone number 0031 (0) 800-8363376 or servicedesk@TenderNed.nl.

1.6 Advisor

GVB Infra B.V. was advised by Arcadis Nederland B.V. when drawing up the technical specifications for this tender. See for more information about the advisor: www.arcadis.nl

2 Contract

2.1 GVB's objective

For the coming 10 years, the public transport chain of the Amsterdam region anticipates the replacement of at least 15 rectifier stations (GRS) within the context of the long-term replacement plan (MVP). These replacements will take place in order to be able to continue to guarantee the reliability of the metro and tram network.

The planned and foreseen expansion of the metro and tram network and the intensification of the existing network means that it is expected that new rectifier stations will have to be realised as well. A highly divergent range of traction power components already exists in various locations as a result of the fact that in the past rectifier stations were each time purchased separately or per project. This makes the business operations complicated and unnecessarily costly. Increasing the focus on standardisation, both as regards components and housing, will generate economies of scale and lower maintenance costs.

And finally, efforts will focus on recovery of brake energy within the metro system. This also requires adjustment of the rectifier stations.

This procurement project provides for the supply of the required traction power components for rectifier stations for a period of at most 10 years. One of more separate procurement processes will be implemented for the construction and installation of rectifier stations.

This project contributes to GVB's strategic objectives by:

- the effective procurement of traction power components, which makes a contribution to the reliability of the Amsterdam tram and metro network.
- standardising these traction power components and buying them on a larger scale and for a longer period of time, which means we make a contribution to more efficient business operations.
- focussing on brake energy recovery, which allows us to reduce the operating costs and we contribute to making the Amsterdam public transport chain more sustainable.

2.2 Objective of the contract

The conclusion of a framework agreement for the design and delivery of components for new construction, replacement and modification of traction power installations for metro and tram, mainly consisting of the design, delivery and partial commissioning of:

- 1) High-voltage distribution system (HVI)
- 2) Traction transformer
- 3) Rectifier
- 4) Recovery Unit
- 5) Direct current distribution system (GVI)
- 6) Section switchgear (SSI)
- 7) Security
- 8) Internal wiring
- 9) Local control
- 10) Low-voltage power supply including self-contained transformer (EBT)
- 11) Low-voltage distribution system (HVI)

GVB wishes to make use of the manufacturer/supplier for subsequent delivery of parts during the technical service life of a rectifier station that was delivered under this Framework Agreement. The subsequent delivery of these parts during the entire technical service life of these installations is part of the scope.

And finally, the scope comprises the provision of support to GVB in the performance of error maintenance and preventive maintenance and/or the independent performance of error maintenance and preventive maintenance on the instructions of GVB.

GVB is therefore searching for a supplier with which it can conclude a framework agreement for at most 10 years. The aim is to contract a contractor who in addition to reliable delivery of high-quality and sustainable components is also able to implement a partnership in which GVB and the contractor jointly respond to the contracts that will arise in the coming ten years with respect to the power supply of the Amsterdam metro and tram network. The objective is to take major steps towards making the business operations more sustainable, the realisation of a more efficient procedure for the renovation and new construction of rectifier stations and in the more efficient performance of the management and maintenance of rectifier stations.

2.3 Contract form

The 'Purchase, supply & maintenance of traction power components for tram and metro rectifier stations' Framework Agreement is an integrated customised contract. In addition to being the supplier of electrotechnical traction power components, the Contractor is also responsible for designing these traction power installations and co-responsible for the integration of these installations in the existing infrastructure and the Client's control and monitoring installations used as part thereof.

The decision to use this form of contract was prompted by GVB's analysis that advantages can be realised as a result of the delivery of traction power installations and the related design and by placing testing activities with market parties for which this constitutes a core activity. The contract management method that was selected was prompted by GVB's need to gain more control over the Contractor, to guarantee the agreed quality and to place responsibility for quality management with the party that has the greatest impact on it: the contractor.

The second important objective of the application of SCB is the reduction of costs of failure and repair. The final important objective of the application of SCB is the realisation of an intensive, substantive cooperation between the Client and the Contractor, which involves continuous work on innovation and technical/substantive and procedural improvement.

2.4 Contract and supplier management

GVB applies system-based contract control (SCB).

This is defined by GVB as the responsibility for compliance with the requirements included in the contract lying with the contractor. The contractor controls his projects and is able to demonstrate compliance with the requirements of (sub)products by means of registrations included in its management plan and the reports generated by it. The main element of the contractor's quality management is that it describes its processes, controls risks, identifies deviations in time, implements appropriate corrective and/or preventative measures in time and evaluates this whole process on a regular basis. The contractor must be able to demonstrate that the Deming Cycle (plan-do-check-act) works with respect to the projects it carries out within the context of this framework agreement.

2.5 Scope of the contract

The scope of the contract comprises the delivery of a complete set of traction power components for all planned replacements or new constructions of rectifier stations for the Amsterdam public transport chain for a period of at most 10 years.

The scope furthermore comprises the provision of support to GVB, the Municipality of Amsterdam and contractors/installers in the preparation and performance of replacement and new construction projects including the related FAT and SAT tests and support during commissioning.

And finally, the scope comprises the training of GVB EV mechanics for the performance of first-line and preventative maintenance, the provision of support to GVB in the performance of 2nd and 3rd line maintenance and/or the independent performance of 2nd and 3rd line maintenance on the instructions of GVB.

Scope replacement existing rectifier stations

GVB, the Municipality of Amsterdam and VRA are currently working on a new public transport infra organisation that will also be responsible for the management and asset management of the rectifier stations. It was decided to take account of 3 scenarios (see figure 1) as it has not yet been established how strategic asset management with respect to the rectifier stations will be set up and shaped. Scenario 1 is the minimum scenario and describes the current procedure. There is financial cover for this scenario and the Contractor may assume that scenario 1 concerns the minimum number of components to be purchased.

Scenario 2 sets out a higher level of maintenance and appears to be a realistic scenario on the basis of the information currently available. Scenario 3 describes the maximum level in case maximum maintenance budgets were made available. It is expected that the new public transport infra organisation will be making different policy choices with respect to the asset management to be conducted, but it is not yet possible at this stage to indicate what that choice will be. A choice for scenario 2 does appear more logical than a choice for scenario 3 at this stage.

GVB wishes to emphasise that the above-mentioned additional volumes in scenarios 2 and 3 when compared to scenario 1 should therefore be considered to be optional. The Contractor cannot derive rights from the volumes of options 2 and 3. GVB will inform the contractor concerning future choices with respect to the policy choices to be made as regards replacement and may call in one of the options on the basis thereof.

The choice for the elaboration of the three scenarios means that we ensure in any event that this contract to be concluded can be taken into account in future decisions and prevent possible lawfulness issues.

Expansion of the scope, modification and new construction of rectifier stations

Supplementary to the scope for replacement, the new construction and modification projects known at this time have been processed in all three scenarios. We will explain these here briefly:

The following two projects are certain and will be implemented in the coming five years:

1. Tram line 26 to IJburg will be extended. It will be necessary to realise 2 new rectifier stations for Tram;
2. The final four rectifier stations have to be converted from 600 to 750 volts in various locations in Amsterdam. A new traction transformer will have to be placed in these four rectifier stations;

The following three projects are being prepared and implementation of these projects is not yet certain at this time. As the planning process has already reached an advanced stage and implementation appears realistic and it will probably be implemented in the coming five years. These three projects are included in this tender as options.

1. It will be necessary to realise 1 new rectifier stations for Metro in the Zuidasdok project area;
2. The power supply of these three metro lines will be linked in order to be able to realise a more robust power supply for the metro. Two switching stations and a buffer stations will therefore have to be realised in due time. It is likely that a decision on implementation will be made within two years;
3. It was established on the basis of the analysis of the metro network that was carried out that there is a sound business case for brake energy recovery in the three metro lines. A project is currently being prepared to determine where and how many recovery units can be placed. It is likely that a decision on implementation will be made within three years;

The fact that the maximum term of the framework agreement is ten years means that it cannot be foreseen at this stage whether other new construction projects will be using this framework agreement. Expansion of the North South metro line to Schiphol and the closure of the Ring metro line is currently being considered among other things. Other projects may also commence in the coming ten years. Based on current planning, it appears that none of these projects will be using this framework agreement. If the planning of these projects changes, GVB is of the opinion that the option for optional purchase elaborated in scenarios 2 and 3 is sufficient to meet this need.

The overall scope has been elaborated in the table below:

Type of project / Modality	Scenario 1 Minimum purchase	Scenario 2 Average purchase	Scenario 3 Maximum purchase
Long-term replacement Tram	Replacement 7 GRS	Replacement 11 GRS	Replacement 20 GRS
New construction Tram	New construction 2 GRS	New construction 3 GRS	New construction 3 GRS
Traction increase Tram	New transformer 4 GRS	New transformer 4 GRS	New transformer 4 GRS
Subsequent delivery parts Tram	Parts for 9 GRS	Parts for 13 GRS	Parts for 25 GRS
Long-term replacement Metro	Replacement 8 GRS	Replacement 13 GRS	Replacement 16 GRS
New construction Metro	New construction 1 GRS	Construction 2 switching stations New construction 1 GRS 1 Buffer station	Construction 2 switching stations New construction 1 GRS 1 Buffer station
New construction Metro (brake energy recovery)	Conversion 0 GRS with 0 inverters	Conversion with 3 GRS with 3 inverters	Conversion with 10 GRS with 10 inverters
Subsequent delivery parts Metro	Parts for 11 GRS	Parts for 16 GRS	Parts for 19 GRS

* This will mainly concern wearing parts such as switches and protection relays and parts of the local control system.

Figure 1 Scenarios and scope estimate

2.5.1 Outside the scope

Existing suppliers and agreements

Several parts of the scope involve an 'exception'. GVB and/or MeT (Municipality of Amsterdam) has already concluded long-term contracts for these components in the form of a framework contract, maintenance of the existing system has been placed with the implementing party, or the inclusion thereof results on the basis of technical reasons in considerable nuisance and an increase of the costs as a result of which it must be contracted separately. It concerns all components described below:

- **Liander** is responsible for the design, delivery, connection and commissioning of the installation in the purchasing station. The purchasing station is located in many cases within the shell facility of the rectifier station. The purchasing station will have to be modified in case of replacement of tram and metro rectifier stations for which there may not be room within the existing housing.
- Central Installation Control (CBI) for both Metro (**Siemens**) and Tram (**Volker Rail**) has been awarded long-term and therefore does not form part of the present scope. There is an interface with the new components to be placed and their local control;

- Any adjustment to the metro data network (NMA) will have to be carried out by **Thales**, which has a DCM agreement for this data network;
- Error and preventive maintenance of rectifier stations has been placed with **GVB** and therefore only forms part of the present contract.

The parties referred to above will therefore play a role as additional contractors within the projects of the present contract.

Installers and contractors

We focus by means of this tender on the conclusion of a framework agreement for the supply of components. Following completion of this procurement process, a procurement approach will be determined for the construction and installation of rectifier stations (both renovation and new construction and modification). These activities are not part of the scope of this tender.

2.5.2 Options/revision clauses

It can be concluded on the basis of paragraph 2.3 that GVB has several options in addition to an initial purchase.

These options concerning the supplementary supply of:

- The traction power installations for at most 13 rectifier stations tram (for the purpose of renovation)
- The traction power installations for at most 8 rectifier stations tram (for the purpose of renovation)
- The traction power installations for at most 2 switching stations tram (for the purpose of modification)
- The traction power installations for the installation of an energy buffer (based on supercapacitors and/or batteries) for at most 1 rectifier station tram (for the purpose of modification)
- The traction power installation for the purpose of brake energy recovery for at most 10 rectifier stations metro (for the purpose of modification and/or renovation)

Supplementary to these options, the framework agreement has an initial term of four years and two options, which can be invoked unilaterally by GVB, of three years each.

2.5.3 Joining (sub)contracts

This contract concerns the supply of a compound package of components that can also be purchased separately from various manufacturers. It concerns a highly homogenous packages of mutually coherent components. The joining of the components into a working installation requires the selection and application of components that work together well. GVB places an important risk with the supplier by requesting a complete package and making the supplier responsible for integral operation. This approach is very common in the market and the suppliers in this market are used to bearing these risks.

It remains possible for manufacturers and suppliers of parts of the package requested to compete for this contract, but they will have to search for consortium partners in order to realise a complete package. One of the parties of a consortium will have to bear responsibility for the integral operation of the components.

Incidentally, there are no parties in this market from the small or medium-sized enterprises sector. Both GVB and the suppliers are able to obtain efficiency advantages by bundling the purchase of these components.

The scope of this GVB contract will not be a problem as regards size for any of the players in the market.

2.5.4 *Lot structure*

See the consideration in 2.3.2. GVB chooses not to divide this delivery into lots because it considers sound integration between the various components to be very important.

2.6 **Variants**

Submission of variants is not allowed.

2.7 **Agreement**

GVB wishes to conclude a Framework Agreement with a term of four years with one Contractor. GVB has the option of extending the Agreement at most two times for a period of three years and to purchase additional supplies/services. See paragraph 2.3.2 for a detailed description of these options. A Further Agreement will be concluded for Further Agreements between GVB and the Contractor.

A draft Framework Agreement (appendix 11), a draft Further Agreement (appendix 12) as well as the GVB general purchasing conditions applicable to these Agreements (appendix 13) have been enclosed with these tendering guidelines. In addition, the applicable draft (blueprint) Service Level Agreement (SLA, Appendix 14) has been enclosed.

The (blueprint) SLA must be signed together with the Framework Agreement.

2.8 **Reserve contractor arrangement**

A reserve contractor arrangement applies to this call for tenders. In the event the Agreement with the Tenderer to whom the contract was awarded initially is terminated, GVB will have the right to award the contract to the subsequent Tenderer for up to 12 months after the definitive award, in which connection the subsequent Tenderer is determined by not taking into account the winning Tender in the calculation of the scores, provided this Tenderer has declared that it is willing to maintain his Tender for up to 12 months after the definitive award. If this Tenderer is not willing to do so, its place in the reserve contractor arrangement will lapse and GVB will have the right to address the request to the next Tenderer in the ranking until a Tenderer has been found who is willing to honour its Tender for up to 12 months after the final contract awarding.

Reliance on the reserve contractor arrangement is no longer possible after expiry of the term of validity.

GVB may apply the reserve contract arrangement among other things, if the agreement with the Tenderer to whom the contract was awarded initially is terminated, for example because it:

- has been granted a suspension of payment;
- has been declared bankrupt;

- has ceased all or part of its activities;
- is in a similar situation as a result of which he is not able to carry out the agreed activities and deliveries, or;
- appears unable to comply with the Schedule of Requirements or has otherwise failed to comply with its obligations.

GVB is not obliged to apply the reserve contractor arrangement if the Agreement with the Tenderer to which the contract was awarded initially is terminated. When informing the Tenderers about the award, the Tenderer concerned will be informed that it qualifies for the reserve contractor arrangement.

3 Tender Procedure

3.1 Purpose

The purpose of the tender procedure is to conclude a Framework Agreement with one Tenderer for the performance of the Contract.

The tender procedure consists of the following phases:

- the information phase (paragraph 3.4);
- the tendering phase (paragraph 3.5);
- the assessment phase (paragraph 3.6);
- the award phase (paragraph 3.7).

3.2 Planning

The planning for the tender procedure is included in TenderNed.

The tender procedure takes place in accordance with the timetable set out below.

Publication of the tender and the tender documents	28 June 2021
Kick-off meeting	7 July 2021 09:00-10:30 hours am
The final date for a request for information 1 st Summary of Additional Information and Changes* <i>(The candidate is requested not to delay asking questions until the final date for submission of questions)</i>	15 July 2021 until 23.59 hours
The final date for publication 1 st Summary of Additional Information and Changes*	22 July 2021
The final date for a request for information 2 nd Summary of Additional Information and Changes* <i>(The candidate is requested not to delay asking questions until the final date for submission of questions)</i>	13 August 2021 until 23.59 hours
The final date for publication 2 nd Summary of Additional Information and Changes*	23 August 2021
The final date for a request for information 3 rd Summary of Additional Information and Changes* <i>(The candidate is requested not to delay asking questions until the final date for submission of questions)</i>	20 September 2021 until 23.59 hours
The final date for publication 3 rd Summary of Additional Information and Changes*	27 September 2021
Final date for receipt of tenders	11 October 2021 until 11.00 hours a.m.

Assessment of the Tenders	11 up to and including 28 October 2021
Verification meeting(s) with tenderer(s) (optional)	29 October 2021
Announcement award decision and rejections	2 November 2021
Period for lodging objections award phase (Alcatel)	3 up to and including 24 November 2021
Definitive award	25 November 2021
Preparing the contract and SLA	3 up to and including 24 November 2021
Signing of the framework agreement	Around 25 November 2021
Contract commencement date	1 December 2021

** Please note: The planning included in TenderNed means that it is impossible to enter more than one date for a Summary of Additional Information and Changes. GVB opts to change the planning in TenderNed in case of publication of a Summary of Additional Information and Changes and to enter therein the dates for the following Summaries of Additional Information and Changes.*

Tenderers cannot derive any rights from the GVB timetable. GVB has the right to alter the timetable. Any changes to the planning will be notified to the Tenderers via TenderNed.

3.3 Contact and correspondence

This tender will be supervised by:

Leo Snel GVB Senior Purchaser
Tel: +31(0)6 130 98 289
E-mail: leo.snel@gvb.nl

All correspondence relating to this tender will take place exclusively via TenderNed, unless expressly indicated otherwise.

It is not allowed to communicate with GVB employees or other persons involved in the tender concerning this tender procedure. Statements made by others and/or via channels other than those set out above have no legal effect at all. Tenderers that breach this prohibition may be excluded from further participation in this tender procedure.

3.4 The information phase

3.4.1 Start of the information phase, kick-off meeting and inspection

The information phase commences with the tender documents being made available. GVB will organize a kick-off meeting where GVB will explain the tender procedure.

Due to the current situation regarding Covid 19, this meeting will take place virtually via MS Teams. The kick-off meeting will take place on July 7, 2021 from 9:00 AM to 10:30 AM. The kick-off meeting is primarily intended to further explanation of the tender procedure and the scope of the assignment by giving a presentation and answering questions.

Tenderers must indicate via TenderNed or via e-mail at leo.snel@gvb.nl no later than 5 July 2021 23:59 with how many people they wish to participate in the kick-off meeting, provide the email address and telephone number of these people so that they can be invited to the MS Teams meeting.

A maximum of two persons may participate per Tenderer.

Insofar as the content of the Assignment and tendering procedure is discussed, GVB will prepare a report and provide feedback to Tenderers via the first Memorandum of Information. The kick-off meeting is not intended to ask substantive questions about the contract and the specifications. Questions about these topics can be submitted in the three planned information rounds.

3.4.2 Information

Tenderers can request further information about the tender procedure and these tendering guidelines with appendices in particular via the TenderNed question and answer module. Tenderers are requested in the interest of the progress of the tender procedure to ask their questions as soon as possible, but at the latest on the date referred to in the TenderNed planning. Answers to questions and any changes to the tender documents must be published by means of one or more Summaries of Additional Information and Changes/the TenderNed question and answer module.

GVB reserves the right not to handle requests for further information submitted after the deadline.

GVB also has the right to make changes to the tender documents at its own initiative, which changes will also be notified by means of a Summary of Additional Information and Changes.

The Summaries of Additional Information and Changes form an integral part of these tendering guidelines. In case of inconsistencies, the Summary/Summaries of Additional Information and Changes will prevail over the tendering guidelines with appendices. A Summary of Additional Information and Changes of a later date prevails over a Summary of Additional Information and Changes of an earlier date.

3.4.3 Individual questions

The Tenderer may request GVB not to include certain information in the Summary of Additional Information and Changes if its legitimate commercial interests could be prejudiced as a result of disclosure of this information. If this is the case, it will have to indicate ('check') in TenderNed that his request for further information concerns an individual question. The Tenderer is required to indicate with reasons why it considers that its legitimate commercial interests could be prejudiced as a result of the disclosure of this information.

If GVB fails to comply with the Tenderer's request not to include certain information in the Summary of Additional Information and Changes, GVB shall inform the Tenderer thereof in advance. The Tenderer will then have the choice of withdrawing the question or giving GVB permission to include the information in question in the Summary of Additional Information and Changes. If the Tenderer does not respond within the time indicated by GVB, GVB will have the right to consider this as implicit

permission by the Tenderer to include the information in question in the Summary of Additional Information and Changes. GVB shall not be liable for any loss incurred by the Tenderer.

The Summaries of Additional Information and Changes prevail over the individual information in case of inconsistencies.

3.4.4 *Draft Framework Agreement, Further Agreement, GVB General Purchase Conditions and draft SLA*

The Tenderers have until the final date for asking questions referred to in the planning in TenderNed to ask questions or make suggestions concerning changes to the draft Framework Agreement (appendix 11), the draft Further Agreement (appendix 12), the GVB General purchase conditions (appendix 13) and the draft SLA (appendix 14). Tenderers must indicate in relevant cases why they wish a certain change and what that change constitutes preferably in the shape of a specific text proposal. GVB may decide to adjust the draft framework agreement, the further agreement, the GVB General Purchase Conditions and the draft SLA pursuant to the questions and suggestions for changes, but it is not obliged to do so. If GVB decides to implement changes, the final draft Framework Agreement, the Further Agreement, together with any changes to the GVB General Purchase Conditions and the final draft SLA will be enclosed with the final Summary of Additional Information and Changes.

During the contracting phase, GVB and the Contractor will conclude a definitive SLA on the basis of the Contractor's tender, in which connection the final draft SLA will be guiding.

3.5 The tendering phase

3.5.1 *Submission of Tenders*

The Tender must be in GVB's possession at the latest on the date and time stated in the timetable in TenderNed. Any Tenders received after this time will be invalid and will not be considered by GVB. The risk of timely submission of the Tender lies with the Tenderer. The Tenderer is therefore advised to submit its Tender at least one day before the final date for receipt of Tenders.

Tenders are submitted by uploading and submitting the documents referred to in paragraph 3.5.2 via the TenderNed website (see paragraph 1.4). Tenders submitted in a different way will be invalid and will not be considered by GVB.

By submitting the Tender, Tenderers agree fully to the tender procedure and all the regulations applicable thereto that are contained in these tendering guidelines (including appendices) and all other tender documents, such as the Summaries of Additional Information and Changes.

3.5.2 *Documents to be submitted with the Tender*

It is indicated below which documents Tenderers are required to provide when submitting a Tender. In so far as applicable, the documents must be completed fully and correctly, be free of viruses and searchable and saved in a generally accessible format (such as PDF or MS Office). Tenderers can find the models for the documents to be completed on TenderNed.

Subject	Status	Prescribed model
Appendix A: Tenderer's Statement(s)*	Completed and duly signed**	Appendix 1, Tendering Guidelines
Appendix B: Declaration(s) Reference Contract(s)	Completed and duly signed**	Appendix 5, Tendering Guidelines
Appendix C: Extract(s) from the Commercial Register or proof of registration in the professional or commercial register in the country of establishment and a power of attorney if necessary**	No older than 6 months, calculated from the final date for receipt of the Tenders. The extract must represent the current situation.	N/A
If applicable: Appendix D: Consortium Statement	Completed and duly signed**	Appendix 6 Tendering Guidelines
If applicable: Appendix E: Subcontracting declaration	Completed and duly signed**	Appendix 7 Tendering Guidelines
Appendix F: Price sheet	Completed and duly signed	Appendix 9, Tendering Guidelines
Appendix G: Declaration of conformity/Compliance table	Completed and duly signed	Appendix 10, Tendering guidelines
Appendix G: Plan of approach including the RIM	Plan of approach plus the appendices to be added, which complies with the requirements indicated in chapter 5 of the tendering guidelines and including the RIM (appendix 17)	In accordance with the requirements indicated in paragraphs 5.3 up to and including 5.11 Tendering guidelines and including the RIM (appendix 17)

(Table 2)

* In case of a Tender submitted by a Consortium, each individual participant in the Consortium will have to submit a completed and duly signed Tenderer's Statement as well as an extract from the professional or commercial register.

In the event the Tenderer invokes the capacity of a third party in order to be able to comply with the requirements imposed with respect to financial or economic capacity and/or technical and organisational competence, the Tenderer must also submit a Tenderer's Statement completed and duly signed by that third party as well as an extract from the professional/commercial register concerning that third party.

** It must be apparent from the extract(s) from the professional/commercial register or the proof of registration in the professional or commercial register in the country of establishment, to be submitted, that the documents submitted with the Tender have been duly signed insofar as applicable. In the event the power of representation of the person who signed the documents submitted is not apparent from the professional/commercial register concerning the Entrepreneur in question, a power of attorney showing the power of representation valid at the moment of the Tender must be provided as well. If the Entrepreneur in question is a legal entity and the power of representation of the signatory is not apparent from the extract from the professional/commercial register concerning that legal entity that was submitted, because the director of the legal entity is a legal entity itself, it will be possible to submit an extract concerning the director instead of a power of attorney and possibly the director of that legal entity, for as long as one or more natural persons are directors, provided is apparent from the combination of the submitted extracts from the professional/commercial register that the documents to be submitted with the Tender have been duly signed.

The Tenderer is required to sign the Tenderer's Statement(s), the Declaration(s) Reference Contract(s), the price sheet and the conformity table in a lawful manner. These signatures also apply as signatures on the other documents to be completed and submitted by the Tenderer.

3.5.3 Tenderer's Statement

Tenderers indicate by means of a Tenderer's Statement (UEA) whether a ground for exclusion applies to it, whether it complies with the minimum requirements regarding financial and economic capacity and technical and organisational competence. GVB uses an interactive PDF form for the purpose of this Tenderer's Statement, which can be downloaded via TenderNed.

As an alternative, you can use the UEA/ESPD module that is available on the dashboard in TenderNed. This version of the ESPD consists of an XML file and a PDF file. This version has been drawn up in English.

How does the interactive PDF form work?

GVB has entered its details and the details of this tender procedure in Part I of the Tenderer's Statement. GVB has checked in Part III, Section C, which mandatory and optional grounds for exclusion apply. The Tenderer completes the form fully (Part II, III, IV and VI), prints the completed form and signs the completed and printed form in a lawful manner. It is not possible to place a digital signature. The completed and legally signed UEA is then scanned and to be submitted to the Tender.

The PDF can only be used with Acrobat Reader, preferably version 11. If you wish to edit this document, you will first have to download it and then open it in Acrobat Reader. Internet browsers are often able to display the PDF, but the functions of checking and 'greying out' non-relevant fields do not work.

How does the UEA/ESPD module work?

In the Documents folder on the TenderNed dashboard you will find both an XML file and a PDF file with the name uea_309581_20210621115717. The XML file is automatically loaded when a tenderer opens the UEA module in TenderNed. The PDF file is intended as a readable example for the user. The company opens the relevant UEA via the UEA module and fills it in. GVB has entered its details and the details of this tender in Part I of the Tenderer's Statement. GVB has checked in Part III, Section C, which mandatory and optional grounds for exclusion apply. The Tenderer completes the

form fully (Part II, III, IV and VI) prints the completed form and signs the completed and printed form in a lawful manner. Placing a digital signature is not possible. The completed and legally signed UEA is then to be scanned and submitted to the Tender.

3.5.4 *Tenders in collaboration with other companies*

An Entrepreneur may establish a partnership with one or more other Entrepreneurs and submit a Tender as a Consortium. The Consortium will be deemed to be the Tenderer if this is the case. In addition, a Tenderer, being a Consortium or otherwise, may rely on the capacity of a third party in order to satisfy the requirements set with respect to financial and economic capacity and/or technical and organisational competence. GVB imposes several specific requirements in connection with these forms of partnerships.

A. Consortium:

Submitting a Tender as a Consortium is allowed. In such cases, the Tenderer will be required to indicate clearly in its tender that it submits a tender as a Consortium with respect to this tender. GVB imposes the following requirements on tenders submitted by Consortiums:

- Each individual participant in the Consortium will have to submit a completed and duly signed Tenderer's Statement as well as an extract from the professional/commercial register.
- Every participant states in the Tenderer's Statement the information referred to in paragraph 3.5.3, as well as its role within the Consortium (main contractor status, division of tasks, etc.), which Entrepreneurs form part of the Consortium and, if applicable, the name of the Consortium (Tenderer's Statement, Part II, Section A 'Manner of participation').
- A Consortium of entrepreneurs must indicate in the tender who will act as main contractor of the Consortium of entrepreneurs. All members of the Consortium must complete the 'Consortium Statement' (Appendix 6), specifying which part of the Contract will be implemented by which Consortium member. This statement must be signed by the authorised signatory representative of each Consortium member (i.e. each participant of the partnership). By submitting the Tender, the participants in the Consortium agree to adhere to the division of roles and tasks described in the Tenderer's Statement.
- Each individual participant in the Consortium is jointly and severally liable towards GVB for full and correct performance of every part of the Contract.
- The composition of the Consortium cannot be changed after the Tender has been submitted, unless such occurs with the express, written approval of GVB.

B. Reliance on the capacity of one or more third parties:

GVB imposes the following requirements on reliance on the capacity of one or more third parties:

- The Tenderer indicates in the Tenderer's Statement that it relies on the capacity of one or more third parties in respect of which minimum requirements and the names of the third parties concerned (Tenderer's Statement, Part II, Section C 'Information about reliance on the capacity of other entities').
- Tenderers submit (for each individual third party) a Tenderer's Statement completed and duly signed by the third party as well as an extract from the professional or commercial register. The third party whose capacity the Tenderer relies on provides the information referred to in PART II section A and B, Part III, Part IV and Part VI in the Tenderer's Statement.
- The Tenderer is required to demonstrate at GVB's first written request that it is able to dispose of the third-party resources required for the performance of the Contract and it is obliged to actually

use those resources in the performance of the Contract. If the Tenderer relies on the capacity of a third party in order to comply with a core competence, the activities for which that capacity is required must be carried out by the third party.

- If the Tenderer relies on the capacity of a third party in order to comply with one or more minimum requirements with respect to financial and economic capacity, the third party will be jointly and severally liable towards GVB for the full and correct performance of every part of the Contract. The Tenderer is obliged to provide a statement regarding its joint and several liability at GVB's first, written request.

Reference is made to paragraphs 3.5.1. and 3.5.2 for the documents that must be submitted with the Tender.

C. Performance of all or part of the contract by one or more third parties:

GVB imposes the following requirements with respect to third parties engaged by the Tenderer in the performance of the Contract:

- The Tenderer indicates in the Tenderer's Statement that it intends to subcontract part of the contract to a third party as well as the names of the third parties (Tenderer's Statement, Part II Section D, 'Information concerning subcontractors whose capacity the entrepreneur does not rely on').
- The Tenderer is required to demonstrate at GVB's first written request that it is able to dispose of the third-party resources required for the performance of the Contract and it is obliged to actually use those resources in the performance of the Contract.
- Tenderers must indicate in the tender which entrepreneurs are deployed as subcontractors. The Tenderer and all subcontractors must complete the 'Subcontracting Declaration' (appendix 7) in which connection is indicated each time which part of the Contract is carried out by which subcontractor. This declaration must be signed by the Tender's representative authorised to sign and by each subcontractor.
- The deployment of subcontractors and changes to the subcontractors to be deployed by the Tenderer are only allowed following written approval by GVB. GVB will not withhold its consent without good reason. GVB may attach conditions to its approval.
- If the Tenderer relies on a subcontractor, it will remain jointly and severally liable towards GVB for full and correct performance of every part of the Contract.

Reference is made to paragraphs 3.5.1. and 3.5.2 for the documents that must be submitted with the Tender.

3.6 The assessment phase

After the time for submitting tenders has ended, GVB will go through the following steps in the assessment of the Tenders.

3.6.1 Step 1: Assessment of completeness and legal validity

The GVB Purchasing Department assesses whether the Tender is complete and whether the documents submitted, in so far as applicable, have been completed correctly and fully and have been duly signed. Tenders that do not satisfy all requirements imposed in the tendering guidelines, including the appendices and the Summaries of Additional Information and Changes, are invalid in principle.

GVB may request the Tenderer in relevant cases to remedy a defect or apparent error in its Tender within a term of two working days, unless this is precluded by the principles of equal treatment and transparency. If Tenderer did not remedy the defect or apparent error within this term, the Tenderer will be declared invalid as yet.

There will be no opportunity to remedy an error in the event a document to be submitted with the Tender, which must be signed by the Tenderer or the third party/parties on whose capacity it relies, is lacking or has not been duly signed. If this is the case, the Tenderer will be excluded from participation in the tendering procedure.

3.6.2 *Step 2: Assessment for grounds for exclusion and minimum requirements*

The GVB Purchasing Department assesses on the basis of the Tenderer's Statement whether a ground for exclusion as set out above in paragraph 4.1 applies to the Tenderer and any third parties on whose capacity the Tenderer relies.

In the event assessment against the grounds for exclusion does not give cause for exclusion of the Tenderer, the GVB Purchasing Department will assess on the basis of the Tenderer's Statement and the reference contract(s) whether the Tenderer satisfied the minimum requirements with respect to financial and economic capacity, as described in more detail in paragraph 4.2. Any Tenderer who does not meet the minimum requirements will be excluded from further participation in the tender procedure.

3.6.3 *Step 3: substantive assessment of the Tender*

An assessment team composed by GVB performs a substantive assessment of the Tender. The substantive assessment of the Tender consists of (a) an assessment against the Schedule of Requirements and other conditions set out in chapter 5.1, as well as b) an assessment on the basis of qualitative assessment criteria, as described in more detail in chapter 5.2.

A Tender that does not satisfy the Schedule of Requirements or the other conditions described in chapter 5.1 or fails to do so fully is invalid and will be disregarded. Tenders to which one or more conditions or reservations are attached will be invalid as well.

Tenders that are found to be valid and satisfy the other conditions set out in chapter 5.1 will then be assessed on the basis of the applicable award criterion and in the manner set out in chapters 5.2 to 5.4.

3.6.4 *Step 4: Price assessment and determination of ranking*

The GVB Purchasing Department carries out the assessment of the prices and determines the ranking of the Tenders on the basis of the scores for the assessment criteria. Prices are not shared with the members of the assessment team before the scores have been determined by the assessment team in accordance with paragraph 3.6.3.

3.6.5 *Further information on Tenders*

Meetings may be held with Tenderers at the request of GVB in order to clarify the content of their Tenders, unless the principles of equal treatment and transparency do not allow for this.

3.6.6 *Verification of Tenderer's Statement*

After the documents provided with the Tender have been assessed, GVB will ask the Tenderers who qualify for award for evidence for the purpose of verifying the Tenderer's Statements submitted. This evidence is listed in paragraph 4.1 (grounds for exclusion) and paragraph 4.2 (minimum requirements).

3.6.7 *Period for providing evidence*

Insofar as not yet submitted, the evidence for the purpose of the verification of the Tenderer's Statement must be in GVB's possession within seven (7) calendar days after the date of dispatch of the request for submission of the evidence.

GVB may request the Tenderer to supplement or explain the evidence before a strict deadline to be determined by GVB, unless the principles of equal treatment and transparency do not allow for this.

3.7 **Award phase**

3.7.1 *Award decision*

GVB will inform the Tenderers of its award decisions via TenderNed as soon as possible after the order of the Tenders has been determined.

GVB will not issue any information about the award decision if publication of such information:

- a. is in breach of the law;
- b. is not in the public interest;
- c. the legitimate commercial interests of entrepreneurs could be prejudiced, or;
- d. could affect fair competition between entrepreneurs.

GVB is not obliged to disclose internal documents such as the results of evaluations, comparisons, or advice regarding the award, to the Tenderers.

3.7.2 *Objections to the award decision*

Tenderers who have been rejected and who disagree with the award decision can object in two ways:

- a) By submitting a reasoned written objection within a term of five (5) calendar days after the date of dispatch of the announcement of the award decision.
- b) By initiating preliminary relief proceedings by serving a summons on GVB within a term of twenty (20) calendar days after the date of dispatch of the award decision.

In the event the Tenderer makes use of the option referred to above under a), GVB will notify the Tenderer to which it intends to award the Contract in writing without delay of the objection that was lodged and communicate its opinion as soon as possible after receipt of the objection to the Tenderer that lodged the objection. The Tenderer to which GVB intends to award the Contract is notified in writing of the conclusion of the opinion.

If GVB maintains its award decision, the Tenderer concerned will have the right to initiate preliminary relief proceedings within twenty (20) calendar days after the date of dispatch of the opinion by serving a summons on GVB.

Objections can only be lodged in the manner set out under b) if GVB withdraws the award decision and makes a new award decision, on the basis of the objection from a rejected Tenderer or for other reasons.

In the event a rejected Tenderer has initiated preliminary relief proceedings pursuant to the award decision, it will be obliged to send a copy of the summons that was served to GVB via TenderNed as soon as possible.

Tenderers who have been notified by GVB of the fact that preliminary relief proceedings have been initiated and that did not intervene in these preliminary relief proceedings lose the right to oppose any amended award decision.

The right to protest the award decision lapses if preliminary relief proceedings have not been initiated within the following terms by means of service of a summons:

- a) 20 calendar days after the date of dispatch of the announcement of GVB's opinion if the Tenderer has lodged an objection to the award decision with GVB within 5 calendar days after the date of dispatch of the announcement of the award decision.
- b) 20 calendar days after the date of dispatch of the announcement of the award decisions if the Tenderer has not lodged an objection to the award decision with GVB within 5 calendar days after the date of dispatch of the announcement of the award decision.

3.8 Other conditions

3.8.1 *Term of validity of the Tender*

The Tenderer must maintain its Tender for a period of 90 calendar days after the final date for receipt of Tenders. In the event preliminary relief proceedings as referred to in paragraph 3.7.2 have been initiated, the term for maintaining the tender will end 14 calendar days after the date on which a judgment was rendered in the preliminary relief proceedings or, if the original term for maintaining the tender ends on a later date, on that later date.

GVB can request the Tenderer in all cases to extend the term of validity.

3.8.2 *Notifying objections on time*

The tendering guidelines and related appendices have been compiled with care. Tenderers are expected to display a proactive attitude. Any inconsistencies, imperfections and/or inaccuracies must be notified via TenderNed as soon as possible and in any event before the final data for obtaining information.

Any inconsistencies, imperfections and/or inaccuracies in the final Summary of Additional Information and Changes must be reported as soon as possible and in any event at least five (5) calendar days before the final date for receipt of Tenders.

If the Tenderer fails to ask questions on time or fails to notify objections on time, it will forfeit the right to complain about any inconsistencies, imperfections and/or inaccuracies at a later stage.

3.8.3 No rights to be derived from information provided

The information provided by GVB in this tender procedure is based on the best possible estimate of the scope of the Contract. Tenderers may not derive any rights from this information (quantities, specifications, timetable). The information provided is indicative only.

3.8.4 Reference to brands, types, makes, origin and suchlike.

GVB has no preference for a particular contractor or service provider, or for particular brands, versions, products, origins, etc. If a requirement or wish in the tender documents (appears to) relates to a particular product, origin, work method, brand, patent, version, or type of production, as a result of which certain companies or certain products are favoured or eliminated, it should be read as 'or equivalent'.

3.8.5 Exclusion of Tenderers' general terms and conditions

The Tenderers' delivery, payment and other general terms and conditions are expressly rejected by GVB.

3.8.6 Subcontractors

If the Tenderer intends to subcontract part of the Contract to one or more third parties on whose capacity it does not rely, the Tenderer will be obliged to state this in Part II Section D of its Tenderer's Statement. The Tenderer reports in this connection which part of the contract it intends to subcontract to a third party and which subcontractor(s) it proposes. Following the definitive award of the Contract, GVB may demand that the Contractor provides a statement of the data referred to in Section 2.79 paragraph 2 of the Public Procurement Act and notifies it of changes to that data. GVB may also demand that the Contractor provides a statement of the data for new subcontractors referred to in Article 2.79 paragraph 2 of the Public Procurement Act. The Contractor is obliged to cooperate at all times.

3.8.7 Language

The Tender must be drawn up in the Dutch or English language. Correspondence during the tender procedure must also take place in the Dutch or English language. The Dutch language is guiding during this tender procedure. The Dutch version of this employment contract prevails in case of differences of interpretation between the Dutch version of a document and the English version. After the award and during the execution of the Framework Agreement, communication will take place exclusively in Dutch.

3.8.8 No reimbursement of Tendering costs

GVB never reimburses costs related to the formulation and submission of Tenders.

3.8.9 Obligation to provide information

In case of actual or imminent changes to the Tender's business operations, which could have an impact on the progress and completion of the tender procedure, the Tenderer will be obliged to communicate this as soon as possible via TenderNed, as set out in paragraph 3.3.

3.8.10 Confidentiality

The Tenderer is obliged to treat the information provided by GVB in confidence. The Tenderer is obliged to impose the duty of confidentiality on its employees and the auxiliary persons to be engaged by it as well. The Tenderer will not make any statements concerning the tender, including via social media, on the own website or in any other way, without GVB's prior approval.

The Tenderer is not allowed to use the Tendering Guidelines or the other information provided within the context of this tender procedure for purposes other than those that are related to participation in this tender procedure.

GVB will handle the Tenderer's Tender in confidence. GVB will not return the Tender.

3.8.11 Intellectual property rights concerning the tender documents

The copyright to all documents provided by GVB to the Tenderers within the context of the tender procedure vests in GVB.

3.8.12 Single Tender

An Entrepreneur can submit only one Tender, either independently or as part of a Consortium. In the event an Entrepreneur submits more than one Tender, it and, insofar as applicable, the Consortium(s) of which it forms part will be excluded from participation in the tender procedure.

An Entrepreneur whose capacity is being relied on cannot also submit a Tender as a Tenderer, neither independently nor as participant in a Consortium. In the event an Entrepreneur whose capacity is being relied upon also submits a Tender as a Tenderer, the Tender it has submitted as a Tenderer will be disregarded.

3.8.13 Multiple Tenders from a single group

In case of a group within the meaning of Section 2:24b DCC, only one Entrepreneur will be allowed to submit a Tender, either independently or as participant in a Consortium, unless GVB considers that the Entrepreneurs involved are able to demonstrate sufficiently that the Tenders were formulated independently of each other without mutual coordination. GVB will exclude all Entrepreneurs involved from participation in the tender procedure if the Entrepreneurs involved are unable to prove this.

If and in so far as two or more Entrepreneurs that are part of the same group within the meaning of Section 2:24b DCC submit a Tender jointly as a Consortium, they will not be required to demonstrate that the Tender was formed independently of each other without mutual coordination.

3.8.14 Subject to award and withdrawal of the tender procedure

GVB has the right at all times - without becoming obliged to pay compensation - to suspend or withdraw all or part of the tender procedure or for one or more lots and it will not be obliged to award the Contract as a whole or with respect to one or more lots.

3.8.15 Legal force of notifications

Oral announcements, promises or agreements have no legal effect unless they have been confirmed in writing (by e-mail or otherwise).

3.8.16 Applicable law and competent court

This tender procedure is governed by Dutch law. The competent court in Amsterdam has exclusive jurisdiction to hear disputes.

4 Selection: grounds for exclusion, minimum requirements and selection criteria

4.1 Assessment grounds for exclusion

Tenderer's Statement: Part III, Sections A to C.

Tenderers to which one or more of the grounds for exclusion checked in Part III, Sections A to C, of the Tenderer's Statement apply are excluded from participation in the tender procedure. In case a Consortium submits a Tender, the Tenderer will be excluded if one or more of the grounds for exclusion apply to one or more of the participants in the Consortium.

Before proceeding to exclusion, GVB will afford a Tenderer to which a ground for exclusion as referred to in Section 2:86 paragraph 1 or paragraph 3 or Section 2:87 of the Public Procurement Act applies the opportunity to prove that it has implemented sufficient measures to demonstrate its reliability in accordance with Section 3:65 paragraph 4 of the Public Procurement Act. The Tenderer in question is not excluded from participation if GVB considers this evidence sufficient. The Tenderer is required to state the measures implemented by it for the purpose of demonstrating its reliability in the Tenderer's Statement.

In addition, GVB may decide against exclusion on the basis of the grounds referred to in (Section 3:65 paragraph 3 in conjunction with) Section 2:86a and Section 2:88 of the Public Procurement Act. In the event one more optional grounds for exclusion apply, GVB may also decide against exclusion, if exclusion would be disproportionate given the circumstances.

The above-mentioned grounds for exclusion apply accordingly to third parties whose capacity is relied upon by the Tenderer. In the event one or more grounds for exclusion apply to a third party whose capacity is relied upon by the Tenderer and there is no reason to decide against exclusion of that third party, the Tenderer will be obliged to replace the third party at GVB's first written request within seven (7) calendar days and in accordance with paragraph 3.5.4 submit a Tenderer's Statement as well as the evidence referred to in paragraphs 4.1 and 4.2 concerning the new third party.

Evidence:

In order to assess the accuracy of the ESPDs in relation to the grounds for exclusion, GVB will request the following documentary evidence. This evidence must reflect the actual situation at the moment the Tender is submitted.

4.1.1 *Extract from the Commercial Register*

An extract from the Commercial Register of the Chamber of Commerce or proof of registration in the professional or commercial register in the country of establishment. The extract or proof of registration must not be older than 6 months, calculated from the final date for receipt of the Tenders (see paragraph 3.1) and must represent the current situation.

To be issued by:	All Tenderers.
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	If the Tenderer is a Consortium, this request will apply to <u>all</u> participants in the Consortium. If a Tenderer relies on the capacity of a third party, the Tenderer must also produce the evidence for this third party.
When:	Already submitted with the Tender. (See paragraph 3.5.2)

4.1.2 Certificate of Conduct for Procurement (GVA)

A Certificate of Conduct for Procurement issued by the Dutch Ministry of Justice and Security or, if such a certificate is not issued in the country of establishment, an equivalent document issued by a court or authorised government body. If no such document is issued in the country of establishment, this document may be substituted by a statement made by the Tenderer under oath before a civil-law notary. Only a Certificate of Conduct for Procurement is accepted from Entrepreneurs established in the Netherlands. The Certificate of Conduct for Procurement or equivalent document from the country in which a Tenderer is established must not be older than two (2) years, calculated from the final date for receipt of the Tenders. Tenderers are responsible for requesting a Certificate of Conduct for Procurement on time. Please keep in mind that the handling of an application for a Certificate of Conduct for Procurement may take 4 to 8 weeks.	
To be issued by:	Tenderers who qualify for the award of the Contract. If the Tenderer is a Consortium, this request will apply to <u>all</u> participants in the Consortium. If a Tenderer relies on the capacity of a third party, the Tenderer must also produce the evidence for this third party.
When:	Within 7 calendar days following a request to that effect from GVB. See paragraphs 3.6.5 and 3.6.6.

4.1.3 Payment history report taxes and/or social security contributions

A declaration from the Tax and Customs Administration regarding payment of taxes and national insurance contributions within the meaning of Section 2.89(3) of the Public Procurement Act or, if the country of establishment does not issue such a declaration, an equivalent document issued by a judicial or authorised government agency. Only a statement from the Tax and Customs Administration is accepted from Entrepreneurs established in the Netherlands. The statement from the Tax and Customs Administration or equivalent statement from the country in which the Tenderer is established must not be older than six (6) months, calculated from the final date for receipt of the Tenders.	
To be issued by:	Tenderers who qualify for the award of the Contract.

	If the Tenderer is a Consortium, this request will apply to <u>all</u> participants in the Consortium. If a Tenderer relies on the capacity of a third party, the Tenderer must also produce the evidence for this third party.
When:	Within 7 calendar days following a request to that effect from GVB. See paragraphs 3.6.5 and 3.6.6.

4.2 Assessment of minimum requirements

Tenderer's Statement: Part IV, Section α.

Please note: Part IV of the Tenderer's Statement is entitled "Selection Criteria". Contrary to what the title suggests, this part concerns exclusively the minimum requirements as referred to in paragraph 4.2 of these Tendering Guidelines.

Tenderers who fail the minimum requirements referred to in this paragraph are excluded from participation in the tender procedure.

In the event a third party whose capacity is relied upon by the Tenderer fails to comply with the relevant minimum requirement, the Tenderer will be obliged to replace the third party at GVB's first, written request within seven (7) calendar days and provide the Tenderer's Statement in accordance with paragraph 3.5.4 as well as the items of evidence regarding the new third party referred to in paragraphs 4.1 and 4.2.

4.2.1 Requirements regarding economic and financial capacity

The Tenderer must have sufficient financial and economic capacity to carry out the contract correctly and in time without unacceptable financial risks for GVB. GVB applies the following minimum requirements for this purpose:

- A: There are no well-founded doubts about the sustainable continuation of the Tenderer's activities. This minimum requirement applies to all individual participants in the Consortium in case of a Tender submitted by a Consortium.
- B: The Tenderer is not aware of substantial financial or other claims from third parties, which could jeopardise the continuity of its business operations. This minimum requirement applies to all individual participants in the Consortium in case of a Tender submitted by a Consortium.
- C: The Tenderer is insured against all liability for damage caused to persons and property that is caused during the performance of contracts (business liability), including a sum insured of at least €2,500,000 per harmful event and subject a limit of at least € 5,000,000 per year. This minimum requirement applies to all individual participants in the Consortium in case of a Tender submitted by a Consortium.

- D: The Tenderer is willing to provide security for each delivery called in under the framework agreement to be concluded in the form of a bank guarantee of 5% of the contract value of the present contract. GVB requests this security in order to cover the risk it incurs in case of any guarantee claims in respect of the Traction Power Components delivered by the Tenderer. The bank guarantee satisfies in any event the requirements imposed in the GVB model bank guarantee and the requirements imposed in the Framework Agreement (appendix 11) and is issued by a bank or financial institution established within the European Union that has at least an A rating (rating according to Moody's, Standard & Poor's or a comparable institution), in which the bank provides an unconditional bank guarantee for the benefit of GVB, which commences upon acceptance of the initial delivery and ends in any event when the guarantee period of the delivery in question has ended and GVB's counter-party in question has complied with its obligations under the framework agreement. The bank guarantee must be governed by Dutch law. In case a Consortium submits a Tender, this minimum requirement applies to that member of the Consortium in respect of which the Consortium has indicated that this member will comply with this obligation.

Evidence:

In order to assess the accuracy of the ESPDs in relation to the minimum requirement for the financial and economic capacity, GVB will request the following documentary evidence.

A	- An unqualified opinion from a registered accountant or an Accounting Consultant within the meaning of Section 2:393 paragraph 1 DCC, without an explanatory paragraph due to uncertainty regarding continuity (continuity section). The audit opinion relates to the annual accounts of the most recent financial year available. It should be evident from the statement that (a) the annual accounts give a fair view of the assets and result and (b) that there are no obvious misgivings concerning the continuity of the business activities of the Tenderer. OR - If the Tenderer does not have annual accounts audited by an auditor, but forms part of a group that publishes consolidated annual accounts, it will be allowed to provide an audit opinion regarding the consolidated annual accounts. The audit opinion relates to the consolidated annual accounts of the most recent financial year available. It must be evident from this opinion that (a) the financial statements provide a true and fair view of the assets and the result and (b) there are no well-founded doubts concerning the continuity of the group's activities. The Tenderer must also provide a guarantee from the company in whose annual accounts the data of the Tenderer have been consolidated (the 'parent company'). The Tenderer should use annex 2, being the Parent Company Guarantee, for this purpose. Note: GVB considers the use of the audit opinion concerning the consolidated annual accounts to be a supporting document and not reliance on a third party within the meaning of paragraph 3.5.4. If the Tenderer uses an audit opinion with respect to the consolidated annual accounts of its parent company, it will therefore not be required to report the data of the parent company in Part II C of the
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	Tenderer's Statement. No Tenderer's Statement from the parent company has to be submitted together with the Tender if this is the case. OR - If the Tenderer does not hold annual accounts that have been audited by an auditor, the Tenderer will be allowed to provide a review report from an Accounting Consultant who is registered in the register referred to in Section 36 of the Accountancy Profession Act* and in respect of whom the entry referred to in paragraph 2 under i of this article has been placed in the register. The assessment statement by the accountant should relate to the annual accounts of the most recently available financial year. It should be evident from the statement that (a) it cannot be concluded that these annual accounts do not give an accurate picture of the assets and result and (b) there are no reasonable doubts concerning the continuity of the business activities of the Tenderer. *or similar legislation in the country of establishment.	
	To be issued by:	The Tenderer to which GVB intends to award the contract. If the Tenderer is a Consortium, this request will apply to <u>all</u> individual participants in the Consortium. If a Tenderer relies on the capacity of a third party with respect to minimum requirement A, the Tenderer must also supply the supporting documents for this third party. The Tenderer is also required to provide a statement in which the third party assumes joint and several liability for the performance of the contract.
	When:	Within 7 calendar days following a request to that effect from GVB. See paragraphs 3.6.5 and 3.6.6.

B.	A duly signed statement from the Tenderer that it is not aware of substantial financial or other claims from third parties that could jeopardise the continuity of its business operations. The Tenderer should use for this purpose the enclosed 'Statement of Financial viability and continuity of operations' (annex 3).	
	To be issued by:	The Tenderer to which GVB intends to award the contract. If the Tenderer is a Consortium, this request will apply to <u>all</u> participants in the Consortium. If a Tenderer relies on the economic and financial capacity of a third party for its Tender, the Tenderer must also supply the above statement for this third party. The Tenderer uses the model enclosed as appendix 3 for this purpose. The Tenderer is also required to provide a statement in which the third party assumes joint and several liability for the performance of the contract.

	When:	Within 7 calendar days after an initial request to that effect from GVB. See paragraphs 3.6.5 and 3.6.6.
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C.	Proof of insurance against business liability (copy of the policy or insurance certificate) from which it is apparent that the Tenderer is insured against third-party liability (business liability) for an amount of at least €2,500,000 per harmful event and subject a limit of at least € 5,000,000 per year.	
	To be issued by:	The Tenderer to which GVB intends to award the contract. If the Tenderer is a Consortium, this request will apply to <u>all</u> participants in the Consortium.
	When:	Within 7 calendar days after an initial request to that effect from GVB. See paragraphs 3.6.5 and 3.6.6.

D.	A duly signed statement from the Tenderer that it is willing to have a reputable bank issue a bank guarantee for the benefit of GVB amounting to 5% of the contract value of each Further Agreement, in accordance with the model enclosed as Appendix 4 'GVB Model Bank Guarantee' to the Tendering Guidelines. The Tenderer is required to use the 'Letter of Intent Bank guarantee' (appendix 4) for this purpose.	
	To be issued by:	The Tenderer to which GVB intends to award the contract. If the Tenderer is a Consortium, this request applies to the main contractor or for the participant of the Consortium in respect of whom it was indicated that it will comply with the economic requirement applying to the provision of the guarantee. In the event the Tenderer relies on the financial and economic capacity of a third party for the purpose of the Tender, the Tenderer will be obliged to provide the abovementioned statement duly signed by this third party. The Tenderer uses the model enclosed as appendix 12 for this purpose.
	When:	Within 7 calendar days after an initial request to that effect from GVB. See paragraphs 3.7.5 and 3.7.6.

4.2.2 Requirements regarding technical and organisational competence

The Tenderer must have the technical and organisational expertise required for the performance of the contract. GVB applies the following minimum requirements for this purpose:

- A. Reference contracts in relation to core competencies
- B. Command of the Dutch and/or English language
- C. Standards regarding quality control
- D. Standards regarding safety
- E. Standards regarding the environment

- F. Requirements concerning service organisation
- G. Requirements concerning professional qualifications
- H. Requirements concerning the Digital Personal Safety Logbook Metro (VTOM course and Safety Awareness Training Metro)

A. Reference contracts

The Tenderer must demonstrate by means of one or more reference contracts that it holds the following core competencies:

Core competence 1: Design installation

Creating 2 different technical designs, including the formulation of schedules, calculations and drawings, for a traction power installation for a light or heavy rail rectifier station consisting of the following components: traction transformer, rectifier, GVI (direct current distribution system), HVI (high-voltage distribution system) and related signalling and safety equipment with related links to hardware and software of a monitoring and control system. Section switches must also be applied in at least 1 of the designs.

Core competency 2: Delivery of a traction transformer

The delivery of at least three traction transformers in a traction power installation applied in a light or heavy rail system.

Core competency 3: Delivery rectifier and GVI

The delivery of at least three rectifiers and three GVI's (direct current distribution system) applied in a light or heavy rail system.

Core competency 4: Delivery of a high-voltage distribution system

The delivery of at least three high-voltage distribution systems in a traction power installation applied in a light or heavy rail system.

Core competency 5: The design, delivery and commissioning of the installation

The design and delivery of three combinations of an HVI, tractions transformer, rectifier, GVI and control and security installed and commissioned successfully.

The activities to which the requested core competency relates must have been carried out in the period of 3 years before the final date for receipt of the Tenders. The relevant activities must have been performed in a professional and correct manner and have been delivered/handed over on time, including any postponements granted. If a reference contract has not yet been completed before the final date for receipt of the Tenders, only the activities that have actually been performed until that moment will be taken into account.

If a reference contract was performed as part of a consortium or on the basis of subcontracting, only the contribution made by the Tenderer or, in case of a Tender submitted by a Consortium, the contribution of one or more participants in the Consortium, to the activities performed will be taken into account.

The activities to which the requested core competencies relate must have been carried out by the Tenderer or, in case of a Tender submitted by a Consortium, by one or more participants in the Consortium. If the relevant activities were performed by a third party (such as on the basis of subcontracting), the Tenderer will be obliged in accordance with paragraph 3.5.4 to rely on the capacity of that third party in order to be able to make use of the reference contract in question.

At most three (3) reference contracts may be added up for each core competency. A reference contract may be used for multiple core competencies.

In case the Tenderer is a Consortium, the participants in the Consortium must jointly satisfy the core competencies referred to in this paragraph.

If a Tenderer relies on the capacity of a third party in order to be able to meet this requirement, this third party will have to carry out the activities for which this capacity is required.

Evidence:

The Tenderer must use the “Reference Contract Declaration” model enclosed as appendix 5 for submission of the reference contracts. By signing appendix 5, the Tenderer declares that it carried out the relevant activities in a professional and correct manner, that it delivered or handed them over on time, including postponements, and that it completed the statement truthfully. The Tenderer agrees that GVB contacts the clients in question directly for the purpose of verifying the reference contracts that are submitted. The Tenderer is furthermore obliged to provide at GVB’s first written request and within a term of 7 calendar days a statement from the client in question (reference) in which the correctness of the reference contracts submitted is confirmed (testimonial).	
To be issued by:	Statement concerning the Reference Contract: All Tenderers. The statement concerning correctness: The Tenderer that qualifies for award of the contract and has been requested by GVB to provide this document. If the Tenderer relies on the capacity of a third party with respect to this minimum requirement, the Tenderer will be obliged to submit the reference contracts and, if this is requested by GVB, the statement regarding the correctness of the activities carried out by this third party.
When:	Statement: Reference contract: Simultaneously with the Tender (see paragraph 3.5.2) The statement regarding the correctness: within 7 calendar days after a request from GVB to that effect (see paragraph 3.6.7).

B. Command of the Dutch language

For GVB, it is important that communications with the Contractor run smoothly and effectively. In order to qualify for award of the Contract, the responsible and management employees of the Tenderer

charged with performance of the Contract and who have contact with GVB will be required to have written and spoken command of the Dutch language. The Tenderer's Tender may be submitted in both the Dutch and in the English language.

By submitting the Tender as referred to in paragraph 3.5.1, the Tenderer declares that it satisfies this minimum requirement.

C. Standards regarding quality control

GVB imposes requirements on the quality and customer-orientation of the Tenderer. In that connection, the Tenderers must meet the following standards with regard to integral quality assurance and control.

The Tenderer must have, and continue to have for the term of the Agreement, a quality management system certified on the basis of NEN-EN-ISO 9001 or a similar standard and relating to the nature of the contract.

GVB also accepts other evidence concerning equivalent measures in the area of quality management. The Tenderer is required in relevant cases to substantiate with documents how its quality management system has been shaped and demonstrate that the measures implemented are similar to those required pursuant to NEN-EN-ISO 9001.

If the Tenderer is a consortium, all participants in the Consortium must comply individually with the requirements pertaining to quality management referred to in this paragraph.

Evidence:

A copy of the ISO 9001 certificate issued by a certified agency on the basis of NEN-EN-ISO/IEC 17021 or an equivalent certificate. The certificate must be valid until at least the final date for receipt of the Tenders. The Tenderer will be required to submit a new certificate if the certificate that has been submitted expires before the final award. If the Tenderer is unable to do so within a term to be determined by GVB it will be excluded from participation in the tender procedure as yet.

If a Tenderer relies on equivalent measures in relation to quality management:

A description of quality control and assurance applied by the Tenderer. This description must consider in any event:

- o procedures with respect to services and finished products;
- o complaint handling and communication in this regard;
- o several (at least 2) examples that show the organisation's customer focus;
- o methods for customer satisfaction surveys;
- o quality audits;
- o requirements with respect to suppliers.

To be issued by:

Tenderers who qualify for the award of the Contract.

If the Tenderer is a Consortium, this request will apply to all participants in the Consortium.

	In the event the Tenderer relies on the capacity of a third party in connection with this minimum requirement, the Tenderer will be required to provide a certificate or description of the quality control and assurance applied by that third party.
When:	Within 7 calendar days following a request to that effect from GVB. See paragraphs 3.6.5 and 3.6.6.

D. Standards regarding safety

GVB imposes requirements regarding the Tenderer's safety assurance system. In that connection, Tenderers must meet the following standards with regard to safety.

The Tenderer has a certified safety system that complies with NEN-EN-ISO 45000, OHSAS 18001 or SCC** as referred to in Section 2.93 paragraph 2 of the Public Procurement Act or an equivalent safety certificate for at least the duration of the Agreement.

If a Tenderer is unable to obtain the aforementioned certificates in time for reasons for which it cannot be blamed, GVB will accept other documents regarding equivalent measures in the field of safety. The Tenderer is required in relevant cases to substantiate with documents how its safety system is shaped and demonstrate that its system is equivalent to the provisions imposed.

If the Tenderer is a Consortium, all participants in the Consortium that are charged with all or part of the activities to which the safety management system relates must comply individually with the standards concerning safety management referred to in this paragraph.

Evidence:

A copy of the NEN-EN-ISO 45000, OHSAS 18001 or SCC** certificate or an equivalent certificate that concerns the nature of the Contract. The NEN-EN-ISO 45000, OHSAS 18001 or SCC** certificate or equivalent certificate must be valid until at least the final date for receipt of the Tenders. If the certificate or equivalent document expires before the final award of the contract, the Tenderer must submit a new certificate or equivalent declaration before the final award. If the Tenderer is unable to do so within a term to be determined by GVB it will be excluded from participation in the tender procedure as yet.

If a Tenderer relies on equivalent measures in relation to safety management:

A description of the safety assurance system applied by the Tenderer. This description must consider in any event:

1. Table of the contents of the current safety manual;
2. Policy statement concerning health, safety and the environment;
3. Organisation chart including attention to safety and environmental officers;
4. Safety objectives and action plans;
5. Health, safety and environmental risk identification and assessments;
6. Safety training (including SCC basic safety training for all operational employees and SCC Safety for Operational Managers training for all operational managers);

7. Safety information sessions and safety instructions; 8. Project safety plan; 9. Contingency plan so as to be prepared for emergencies; 10. Health, safety and environmental workplace inspections & audits; 11. Control of safety-critical operating assets (purchase, maintenance, testing and inspections); 12. Reporting, registering and investigating incidents; 13. Other evidence of measures to safeguard safety equivalent to the requirements that form the basis for NEN-EN-ISO 45000, OHSAS 18001 or SCC** concerning the aspects set out above (to be assessed exclusively by GVB).	
To be issued by:	Tenderers who qualify for the award of the Contract. If Tenderer is a Consortium, this request applies to <u>all</u> participants in the Consortium who carry out activities for the performance of the Contract to which the safety certificate to be issued applies. In the event the Tenderer relies on the capacity of a third party in connection with this minimum requirement, the Tenderer will be required to provide a certificate or description of the safety assurance applied by that third party.
When:	Within 7 calendar days following a request to that effect from GVB. See paragraphs 3.6.5 and 3.6.6.

E. Standards regarding the environment

It is important to GVB that Tenderers take account of the impact of their activities on the environment and that they are working structurally on improving the environmental performance of their business. In that connection, Tenderers must meet the following standard with regard to the environment.

As regards the location(s) where the Traction Power Components are produced, the Tenderer must have, and continue to have for the term of the Agreement, an environmental management system certified on the basis of NEN-EN-ISO 14001 or a similar standard and relating to the nature of the contract.

GVB also accepts other evidence concerning equivalent measures in the area of environmental management. In relevant cases, the Tenderer must provide supporting documents showing how its environmental management system has been designed and show that the measures implemented are equivalent to those that are required pursuant to NEN-EN-ISO 14001.

If the Tenderer is a Consortium, all participants in the Consortium must comply individually with the requirements pertaining to environmental management referred to in this paragraph.

Evidence:

A copy of the ISO 14001 certificate issued by a certified agency on the basis of NEN-EN-ISO/IEC 17021 or an equivalent certificate. The certificate must be valid until at least the final date for receipt of the Tenders. The Tenderer will be required to submit a new certificate if the certificate that has been submitted expires before the final award. If the Tenderer is unable to do so within a term to be determined by GVB it will be excluded from participation in the tender procedure as yet.

If a Tenderer relies on equivalent measures in relation to environmental management:

1. A description of the Tenderer's environmental management system. This description should consist at least of a copy of the index of the environmental management manual, which should show that the following aspects are covered:

- measures for safeguarding environmental management
- measures for monitoring environmental management
- measures for improving environmental management
- internal or external audits at least once a year
- supplemented with an explanation of the respects and the degree to which the environmental management system corresponds to and/or deviates from the applicable ISO 14001 system and the most recent audit report;

2. A statement drawn up and duly signed by the Tenderer, in which the Tenderer declares that it has its own environmental management system which is endorsed and monitored by the board and management.

To be issued by:	Tenderers who qualify for the award of the Contract. If the Tenderer is a Consortium, this request will apply to <u>all</u> participants in the Consortium. In the event the Tenderer relies on the capacity of a third party in connection with this requirement, the Tenderer will be required to provide a valid environmental management certificate or a description of the environmental management system applied by that third party.
When:	Within 7 calendar days following a request to that effect from GVB. See paragraphs 3.6.6. and 3.6.7.

F. Requirements concerning service organisation

It is important to GVB that the Candidate is able to assist GVB service and maintenance employees on call in the performance of service, management and maintenance activities.

The Candidate must have and continue to have during the performance of the contract a service organisation for performing service, management and maintenance activities on call. The service organisation must be able to have a field engineer available at a GVB location in the Amsterdam/Amstelveen/Diemen/Uithoorn region within at most 4 hours after an emergency has been reported. The field engineer must have sufficient knowledge of the traction energy components concerned and be equipped with diagnostics instruments, tools and spare parts.

It is important to GVB that the Tenderer is able to carry out service, management and maintenance activities on call. The Tenderer must demonstrate timely availability of a field engineer by submitting a list of available employees, including a list of addresses from which GVB is able to derive timely availability.

Evidence:

Documents including a list of employees and addresses that shows that the Tenderer has the service organisation requested.	
To be issued by:	Tenderers who qualify for the award of the Contract. If a Tenderer relies on the capacity of a third party with respect to this requirement, the Tenderer must also provide the supporting documents for this third party.
When:	In the verification phase (paragraph 3.6.6), within seven (7) calendar days after an initial request to that effect from GVB.

G. Requirements concerning professional qualifications

The employees to be deployed by the Tenderer in the performance of this contract must have the following professional qualifications:

1. The test (including FAT, SAT and commissioning) and service activities must be carried out by a competent person (VP). A VP is someone with relevant training and experience who is able to assess and prevent dangers that may arise during the work to or near electrical installations and who handles these responsibly. A VP must satisfy the following requirements:
 - a. successfully attended at least vocational training in electrical power engineering at WEB level 3 and have gained sufficient demonstrable relevant experience
 - b. attended additional training for the electrical installations in question.
 - c. Have gained at least one year of demonstrable relevant experience.
2. The test (including FAT, SAT and commissioning) and service activities must be managed by a work site manager (WV). A WV is someone who has been designated as directly responsible for the management of activities. If this is requested, parts of this responsibility may be transferred to one or more competent persons. The work site manager is responsible for preparing the work in the area of risk assessment and the determination of the safety measures to be implemented. A WV must satisfy the following requirements:
 - a. successfully attended at least vocational training in electrical power engineering at WEB level 4 and
 - b. successfully attended additional training for the electrical installations in question and
 - c. have gained at least three years of demonstrable relevant experience.
3. Project management of subprojects must be carried out by an experienced project leader. GVB defines experienced as the person or persons in question having at least five years' experience with the management of project-based work on medium-voltage and/or direct current traction installations. A project leader must satisfy the following requirements:

- a. successfully attended at least vocational training in electrical power engineering at WEB level 4 or successfully attended a university of applied sciences degree programme in the area of electrical engineering and
 - b. successfully attended additional training for project management at at least PRINCE 2 practitioner level and
 - c. have gained at least 5 years of demonstrable relevant experience.
4. The design activities for this project must be carried out by experienced engineer(s). GVB defines experienced as the person or persons in question having at least five years' experience with the design and management of work on medium-voltage and/or direct current traction installations. An engineer must satisfy the following requirements:
 - a. successfully attended at least a university or a university of applied sciences degree programme in the area of electrical engineering and
 - b. successfully attended additional training for the electrical installations in question and
 - c. have gained at least 5 years of demonstrable relevant experience.

A duly signed declaration from the Tenderer that it has the employees requested for performance of this project and that the employees to be deployed hold the professional qualifications requested by GVB. The Tenderer is required to use the enclosed 'Declaration professional qualifications employees' (appendix 18) for this purpose.

To be issued by:

Tenderers who qualify for the award of the Contract.
 If the Tenderer is a Consortium, this request applies to the participant in the Consortium who carries out activities to which the professional qualifications to be issued applies.
 If the Tenderer relies on the capacity of a third party with respect to this minimum requirement, the Tenderer will be obliged to submit an overview of the professional qualifications of that third party in accordance with appendix 13.

When:

Within 7 calendar days following a request to that effect from GVB. See paragraph 3.6.6.

H Requirements concerning the Digital Personal Safety Logbook Metro

All employees to be deployed by the Candidate in the performance of this contract must hold a valid Digital Personal Safety Logbook Metro and in this connection have completed at least the VTOM (Safety and Access to the Metro Track) course as well as the Metro Safety Awareness training. For further information, see: <https://www.railalert.nl/>

In the event the Candidate's employees to be deployed do not or do not yet hold a valid Digital Personal Safety Logbook Metro and have not yet successfully completed the VTOM and Metro Safety Awareness training, the Candidate will be obliged to ensure that the employees obtain a Digital Personal Safety Logbook Metro before the start of the activities. Prior to the definitive award, following a request to that effect from GVB, the Candidate will provide an overview of employees who hold a valid Digital Personal Safety Logbook Metro and/or issue a statement in which it declares that it will ensure that the employees to be deployed for this project will have a valid Digital Personal Safety Logbook Metro in time in accordance with the format of appendix 19 "Letter of intent DVP metro & overview employee with valid DVP metro".

A duly signed declaration from the Candidate that its employees to be deployed for performance of this project hold the professional qualifications requested by GVB with respect to Digital Personal

Safety Logbook Metro or the willingness to obtain these professional qualifications before the start of the performance of this project. The Candidate is required to use the enclosed "Letter of intent DVP metro & overview employee with valid DVP metro" (appendix 19) for this purpose.	
To be issued by:	Tenderers who qualify for the award of the Contract. If the Tenderer is a Consortium, this request applies to the participant in the Consortium who carries out activities to which the professional qualifications to be issued applies. If the Tenderer relies on the capacity of a third party with respect to this minimum requirement, the Tenderer will be obliged to submit an overview of the professional qualifications of that third party in accordance with appendix 19.
When:	Within 7 calendar days following a request to that effect from GVB. See paragraph 3.6.6.

4.2.3 Requirements regarding professional competence

The Tenderer must be registered in one of the professional or commercial registers maintained in the member state of establishment as referred to in Appendix XI of Directive 2014/24/EU. This is the Commercial Register of the Chamber of Commerce for Tenderers established in the Netherlands.

If the Tenderer is a Consortium, all participants in the Consortium must comply individually with the requirements pertaining to professional competence referred to in this paragraph.

Supporting documents:

An excerpt from the Chamber of Commerce or proof of registration in the professional or commercial register in the country of establishment. The extract or proof of registration must not be older than 6 months, calculated from the final date for receipt of the Tenders (see paragraph 3.1) and must represent the current situation.	
To be issued by:	All Tenderers. If the Tenderer is a Consortium, this request will apply to <u>all</u> participants in the Consortium. If a Tenderer relies on the capacity of a third party, the Tenderer must also produce the evidence for this third party.
When:	Upon submission of the Tender (see paragraph 3.5.2)

5 Award: conditions and award criterion

This chapter describes the award conditions, the award criterion, the sub-award criteria and the elaboration thereof as well as the manner in which these are assessed.

5.1 Award conditions

In order to qualify for award of the contract, the Tenderer or the Tender must satisfy the conditions set out in this paragraph.

5.1.1 *Grounds for exclusion and minimum requirements*

The Tenderer only qualifies for award of the contract if the grounds for exclusion declared applicable do not apply to it or the third party on whose capacity it relies, and it complies with the minimum requirements set out in chapter 4.

GVB may ask the Tenderer to submit current supporting documents. The current supporting documents must be in GVB's possession within seven (7) calendar days after the date of dispatch of the request to submit the supporting documents.

5.1.2 *Schedule of Requirements*

The Tenderer declares that it agrees unconditionally to the Schedule of Requirements (appendix 8) by submitting a Tender.

The Tenderer will be obliged in this connection to submit a fully completed and signed Compliance Table (in accordance with the model in appendix 10) together with its Tender. The Tenderer must indicate in the Compliance Table whether each Requirement from the Schedule of Requirements is complied with (compliant: yes/no). The Tenderer must also indicate in the Compliance Table where the substantiation is provided in the Tender (tab(s), chapter(s), paragraph(s)).

If it nevertheless becomes clear from the substantive assessment referred to in paragraph 3.6.3 that the Tender does not satisfy the Schedule of Requirements or does not satisfy it full, the Tender will be invalid and disregarded.

5.1.3 *Draft Framework Agreement, Further Agreement, GVB General Purchase Conditions and draft Service Level Agreement*

The Tenderer declares by submitting a Tender that it agrees unconditionally to the Framework Agreement, the Further Agreement, the GVB General purchasing conditions and the draft Service Level Agreement.

Following the provisional award during the contracting phase of the Contract, GVB and the Tenderer will agree a definitive SLA on the basis of the Tenderer's Tender in which connection the agreed blueprint SLA will be guiding.

5.1.4 *Quality Offering and Service Level Agreement*

All deliverables (such as reports, documents, drawings, personnel deployment, etc.) that arise from the Framework Agreement (appendix 11), the Schedule of Requirements (appendix 8) and from any additional offer from the Tenderer's Tender are contractual obligations. These deliverables, as well as the agreed terms within which they must be provided, are laid down in the Service Level Agreement to be drawn up by the Parties (in accordance with the template of Appendix 14) within two months after the Framework Agreement has been signed.

5.1.5 *Obligations in the area of environmental, social and employment law*

The Tenderer declares by submitting a Tender that when formulating its Tender it took account of obligations in the area of environmental, social and employment law pursuant to the law of the European Union, national law and collective labour agreements and the law pursuant to the international provisions referred to in Annex XIV to Directive 2014/25/EU.

Information about the above-mentioned obligations may be obtained from the following bodies:

- as regards the environment: the Ministry of Infrastructure and the Environment (rijksoverheid.nl/ministeries/ienm)
- as regards social affairs and terms of employment: the Ministry of Social Affairs and Employment (rijksoverheid.nl/ministeries/szw)

Information about taxes may be obtained from the Tax and Customs Administration, which is part of the Ministry of Finance (belastingdienst.nl).

5.1.6 *Subject to conditions*

A Tender subject to conditions is invalid and will be disregarded.

5.1.7 *Minimum quality level*

The Tenderer must have scored at least a 2,5 (sufficient) for each individual qualitative assessment criterion. The Tenders of Tenderers who have scored a lower mark for one or more qualitative assessment criteria will be disregarded. The minimum score of 2.5 does not apply to the RIM component.

5.2 **Award criterion**

Tenders found to be valid and that satisfy the conditions for award included in paragraph 5.1 will be assessed on the basis of the award criterion of the most economically advantageous tender (MEAT).

The contract is awarded to the Tenderer with the most economically advantageous tender (MEAT) according to the 'best price-quality ratio' award criterion.

5.2.1 *Assessment criteria*

The best price-quality ratio is determined on the basis of points scored.

The Tenderer is awarded points for each price component. The sum of the points scored for the four price components forms the total score of the price component.

The Tenderer can subsequently score points per component in respect of the aforementioned qualitative assessment criteria. The sum of these points scored forms the total score of the quality component.

The total score is the sum of the points scored for quality and the points scored for price.

The weighting of price versus quality is 60% and 40%.

Price assessment criteria

The maximum score to be obtained for the price criteria is as follows for each offeror:

Price criterion	Description of the subject	Maximum points to be scored
1.	<i>Rates standard product range including FAT, SAT and commissioning provision of parts</i>	50
2.	<i>Rates service, maintenance and after sales support</i>	5
3.	<i>TCO (total cost inclusive of daily and long-term maintenance and spare parts)</i>	5
Maximum points to be scored for price		60

Qualitative assessment criteria

The maximum score to be obtained for the Qualitative criteria is as follows:

Quality criterion	Description of the subject	Maximum points to be scored
1.	<i>Approach with respect to contract management, project management and project team</i>	5
2.	<i>Approach with respect to a project</i>	5
3.	<i>Approach with respect to innovation, product development</i>	7,5
4.	<i>Approach with respect to sustainability</i>	7,5
5.	<i>Approach with respect to maintenance, support and after sales</i>	10
6.	<i>Risk file</i>	5
Maximum points to be scored for quality		40

5.2.2 Equal scores

In case the Tenders of two or more Tenderers have scored the same number of points following application of the award criterion and it is therefore impossible to award the contract to one (1) Tenderer, the score for the quality assessment criterion will be decisive. If and insofar as the scores for this assessment criterion are equal, the score for the *Approach with respect to maintenance, support and after sales* assessment criterion will be decisive. If and insofar as the scores for this

assessment criterion are equal, the score for the assessment criterion *Approach with respect to innovation, product development* and then *Approach with respect to sustainability* will be decisive. If the scores are still equal a drawing of lots will decide to which Tenderer the contract will be awarded. The relevant Tenderers are notified on time that a drawing of lots will take place and where, when and who will conduct the drawing of lots.

5.3 Manner of assessment of the price

For the first price section 'Rates for standard range, selectivity study, FAT, SAT and commissioning including parts supply', you must complete the 2nd tab of the price sheet. By filling in all the requested prices, the excel form will provide a total price. The total price specified by you is related to the Client's management estimate via a calculation tool and generates a point score. The maximum score that can be scored is 50 points. The calculation tool has been incorporated in tab 2 of the price sheet so that you can see for yourself which score your offer leads to on this price component. The points score on this prize award criterion is rounded to two (2) decimal places.

For the other two price components 'Tariffs for service, maintenance, training and after sales support' and 'TCO (total costs including daily and multi-year maintenance and spare parts)', the lowest tenderer per component always receives the maximum points score for that component. In proportion to the % that other tenderers are more expensive than the lowest tenderer for that part, they receive a pro rata point deduction. The maximum score that can be achieved per part is 5 points. The points score on the last two award criteria prize is rounded to two (2) decimal places.

The total point score for the three prize components is formed by the sum of the scores of the three prize components.

To determine the prices, base yourself on the information received from this document and the appendices and use the price sheet (appendix 9).

It is not permitted - under penalty of invalidity - to make changes to this form, including removing or adding fields.

The tenderer must complete the price sheet completely and sign it legally and then upload it to the price lists section in TenderNed. For the same part, the total registration fee must also be entered. The amount submitted as a total entry fee must be apparent from / follow from the enclosed price sheet.

The total tender price (tab 1) only applies to the assessment in this European tender. GVB explicitly states that the tender price is not a contract price for the entire assignment. The intended supplier can charge the rates during the delivery and service, as offered in the price sheet.

Notional example:

A maximum of 5 points can be scored on a prize component. Tenderer 1 registers for a prize component with a registration price of EUR 15,000. The lowest bidder 2 has subscribed for that part with EUR 10,000. The tender of Tenderer 1 is 50% higher than the lowest tender. Tenderer 2 gets the maximum score of 5 points and Tenderer 1 gets 5 points minus 50% = 2.5 points. The obtained points score of Tenderer 1 is 2.5 points.

5.3.1 Prohibition of unrealistic and manipulative tenders

All prices, rates, surcharges, percentages etc. must be realistic and transparent. A price of zero euros and negative prices are not considered to be realistic or transparent. The following matters must also be taken into account:

- The Tenderer may not submit tenders for the various lots on the basis of symbolic prices;
- It must be possible to account for the stated prices from the perspective of costs.

5.4 Method for assessing quality

Unless a sub-award criterion or a part criterion specifically states otherwise, the following uniform method for awarding points per sub-award criterion or part criterion shall apply.

GVB awards scores for each sub-award criterion or a part criterion on a scale of 0 to 10, according to the following gradations. This means that no intermediate scores are awarded.

Score	Meaning	Explanatory notes	Score
10	Excellent	The Tenderer has provided a substantively relevant, appropriate and excellent answer, in which all principles/elements to be taken into account are mentioned and explained. In addition, the Tender has a great deal of added value for GVB due to the additional elements mentioned, which, in GVB's opinion, are an enrichment for the execution of the contract.	1 x the maximum points to be scored for the component in question
7.5	Good	The Tenderer has provided a substantively relevant, appropriate and good answer, in which almost all principles/elements to be taken into account are mentioned and explained. In addition, the tender has a lot of added value for GVB due to the additional elements mentioned, which in GVB's opinion are an enrichment for the execution of the contract.	0.75 x the maximum points to be scored for the component in question
5	Satisfactory	The Tenderer has provided a substantively relevant, appropriate and amply sufficient answer, in which most of the principles/elements to be taken into account are mentioned and explained. In addition, the tender has more than sufficient added value for GVB due to a limited number of additional elements, which GVB believes are an enrichment for the execution of the contract.	0.5 x the maximum points to be scored for the component in question

2.5	Sufficient	The Tenderer has provided a substantively relevant and appropriate answer, in which sufficient basic assumptions/elements to be taken into account are largely, but not fully, mentioned and/or explained. In addition, the tender does not add value to GVB because no additional elements have been named that, in GVB's opinion, are an enrichment for the execution of the contract. This means that no additional elements have been offered and/or that the elements offered are not relevant in the opinion of GVB.	0.25 x the maximum points to be scored for the component in question
Not valid	No applicable answer/Nothing submitted	The Tenderer has not provided a substantively relevant and applicable answer. The Tenderer does not deal with the basic points/elements that need to be taken into account.	Tender is invalid and will be discarded (see also 5.1.6 Minimum quality level)

The assessment of the Tender on the basis of the qualitative assessment criteria is performed on an individual basis first by each member of the assessment team.

The figures allocated to the individual members are then discussed during a plenary session of the assessment team under the leadership of the purchaser responsible for this tender procedure. The scores of each individual Tenderer are determined by consensus during this plenary session.

Assessment is carried out by:

- The Project Leader on behalf of GVB Infra
- The Asset Management Metro on behalf of GVB Infra
- The Asset Manager Tram on behalf of GVB Infra
- The Subject-matter Expert on behalf of Metro and Tram Municipality of Amsterdam
- The Supplier Manager on behalf of GVB Infra
- The Contractmanager on behalf of Metro and Tram Municipality of Amsterdam

The points scored by the tenderer for each assessment criterion is then determined by multiplying the score awarded by the maximum number of points to be scored for the assessment criterion in question. The points scored for each assessment criterion is rounded to two (2) decimal points.

Notional example:

The Tenderer has been awarded a score of 5 for the assessment criterion and thus receives a score of 0.5 x the maximum score of 5 points for that component. The points scored are in that case (0.5 x 5=) 5 points.

5.5 Manner of submission of the price component

The Price Sheet (Appendix 9) consists of an Excel sheet made up of four tabs containing the rate sheets for the three components to be assessed:

- **Tab 1 Total price.** This part automatically generates a total price based on the three underlying tabs. Tenderer must complete, print and legally sign the first tab of the prize sheet. The Tenderer must then upload a scan of this signed tab in PDF format together with the fully completed Excel sheet in MS Excel format to the price lists section in TenderNed. For the same part, the total registration fee must also be entered. The amount submitted as a total entry fee must be apparent from / follow from the enclosed price sheet. The total tender price (as generated on Tab 1 Total price) applies exclusively to the assessment in this European tender. GVB explicitly states that the tender price is not a contract price for the entire assignment. The intended supplier can charge the rates during the delivery and service, as offered in the total price sheet.
- **Tab 2 Rates standard range including rates Selectivity study, FAT, SAT and commissioning and including parts supply.** The standard components are included on this tab as they are included and which comply with the Schedule of Requirements (appendix 8).
- **Tab 3 Service, maintenance, training and after sales support rates.** This Tab includes the costs that the Tenderer will charge for service, maintenance and after sales support on the basis of fictitious quantities as included in the Schedule of Requirements (appendix 8).
- **Tab 4 TCO (total costs incl. daily and multi-year maintenance and spare parts).** GVB wants access to the total maintenance costs of the traction feed components and traction feed installations to be supplied by the Tenderer. This tab includes a representative cross-section of the traction feed installations to be supplied for which the Tenderer must draw up a multi-year maintenance budget for a period of 30 years based on the issued maintenance instruction, the technical life of parts and of the total installation. You should calculate with the 2021 price level and do not need to process an inflation adjustment in your statement.

5.6 Manner of submission of the quality component

5.6.1 *Scope, design and contents of the plan of approach to be submitted*

The Tenderer's plan of approach consists of the following six components;

1. Approach with respect to contract management, project management and project team
2. Approach with respect to a project
3. Approach with respect to innovation and product development
4. Approach with respect to sustainability
5. Approach with respect to maintenance, support and after sales
6. Risk file

The components referred to above must be indicated under the same name in the Plan of approach (Chapters 1 up to and including 6 & Risk file). This Plan of Approach should provide GVB with insight into the products, approach, staffing and organisation offered by the tenderer.

The following documents apply as minimum requirement for all chapters to be elaborated.

- Schedule of Requirements (appendix 8);

- Framework Agreement (appendix 11);
- The requirements from these Tendering Guidelines.

The Tenderer is free to propose its own approach within the requirements imposed and within the boundaries provided in this chapter, which focuses on the six components and goes beyond the minimum requirements imposed by GVB. Any costs the Tenderer will incur for the additional offer it makes via its Plan of Approach must be included in the Tender and must be divided over the offered products and services prices.

The Tenderer's Plan of Approach is assessed against the present framework (all documents provided with this tender procedure). Any additional offer made by the tenderer in excess of the minimum requirements imposed can provide added value to GVB and will be rewarded with a higher mark and a higher score for the quality component.

Formulation of a Plan of Approach means that the tenderer assumes full responsibility for the design and delivery of traction power components and the related support before and after conclusion of a further agreement, within the frameworks set. This means that the tenderer is also more involved in the interests of GVB and other stakeholders. It is the Tenderer's task and responsibility to provide the right project management within the framework of this project up to and including the commissioning of the traction power components, including appropriate after sales.

The components are applied within tram and metro network that is being used intensively and in locations where people work and live. In addition to GVB Infra B.V. land management, account must be taken of the Vervoerregio Amsterdam contracting authority and asset owner Municipality of Amsterdam, Metro and Tram department.

5.6.2 *Format and layout Plan of approach*

The Tenderer elaborates the plan of approach in a PDF document consisting of at most 10 single-sided pages A4 format as well as a risk file consisting of two single-sided pages A3 format. The font size to be applied is at least 10.

The Tenderer may add a tender letter, cover and table of contents in accordance with its own corporate identity. These do not count towards the determination of the total of 10 (+2) pages. Appendices such as planning, drawings, schedules, brochures and quotations must be added to several chapters. This is indicated each time for the component in question. These appendices do not count towards the determination of the total of 10 (+2) pages either.

5.7 Subaward criterion Approach with respect to contract management, project management and project team

5.7.1 *Context and Elaboration Approach with respect to contract management, project management and project team*

GVB expects that project management, which is shaped inter alia via the offer and design process, is organised in such a manner that the most suitable traction power components are offered. This design process must take place carefully and the interfaces and related risks must be controlled properly. After the award has been granted, the components must be delivered and accepted properly on the basis of a careful test process. With respect to after sales service and maintenance, GVB expects sound planning, timely availability and the deployment of sound and suitable service employees.

GVB expects that the Framework Agreement and Further Agreements are managed proactively by the Supplier and that the Supplier works on the development and improvement of processes in a structural manner. The Tenderer can provide added value by creating an excellent description of the project and account organisation, approach, sound procedures, timely communication with stakeholders, optimal and logical planning and by arranging for faster delivery than the minimum requirements.

The minimum requirements are: Schedule of Requirements (Appendix 8), Framework Agreement (Appendix 9) and the requirements included in these Tendering Guidelines. The Tenderer's Schedule of Requirements satisfies the minimum requirements imposed. The Tenderer can provide added value to GVB by elaborating the requirements very properly and ambitiously in the Plan of Approach or by means of an offer that exceeds the minimum requirements imposed.

5.7.2 Submission product Approach with respect to contract management, project management and project team

The Tenderer includes a chapter entitled Approach with respect to contract management, project management and project team in his Plan of Approach with due observance of the provisions of the tender documents and with reference to the Schedule of Requirements. This chapter describes in any event:

- An elaboration of the account organisation and the proposed approach and procedures in which the supplier elaborates how it intends to carry out the control of the Framework Agreement and how he possibly intends to provide added value by implementing additional measures on top of the minimum requirements in the tender documents and/or the Schedule of Requirements.
- For the subproject as set out in 5.8, a Gantt chart in A3 format for the total subcontract from the start of the design process up to and including the aftercare process and management phase; (1 planning per subproject on 1 page in total 2 pages. Please note: the planning is enclosed as appendices and do not count towards the total of 10 pages to be submitted)
- An elaboration of the project organisation for subprojects and the proposed approach and procedures in which the supplier elaborates how it intends to carry out the control of projects via Further Agreements and how he possibly intends to provide added value by implementing additional measures on top of the minimum requirements in the tender documents and/or the Schedule of Requirements.
- It must be evident from the plan of approach which employees of the Tenderer GVB will be dealing with and whether these employees satisfy the minimum requirements imposed (see 4.2.2. under F and G).
- The proposed approach is in line with the Gantt chart.
- The proposed approach is in line with the risks identified in the RIM, including the control measures offered in that connection (see 5.12);

5.7.3 Assessment Elaboration contractual obligations and composition account team

The maximum score to be obtained for this component is 5 points for this component are awarded in accordance with the assessment method set out in 5.4 *Manner of quality assessment*.

5.8 Subaward criterion Approach with respect to a subcontract

5.8.1 Context, and Elaboration Approach with respect to a subcontract

Within Amsterdam, outside the A10 ring road, tram 1 and 17 run to the Nieuw-West district. The center of this area, the shopping center and entertainment area Osdorpplein, will be the location for many new construction projects. At this moment there is a existing rectifier station for Tram at Osdorpplein. This rectifier station supplies the overhead lines of parts of tram lines 1 and 17 with energy. Because the current location of the rectifier station has to be cleared for new construction, a new rectifier station has to be realised.

In a still to be built new residential complex near Osdorpplein, a space has been reserved on the ground floor for the realization and installation of a new rectifier station. This will be equipped with new components. The architectural contours of the future housing for the new rectifier station are known, which makes it possible to create a Preliminary Design of the Traction power installation. It may be necessary to deliver customisation as the available surface area, ceiling height and accessibility of the new location deviate from the standard rectifier stations. Additional attention has to be devoted to the electrical and the electromagnetic field of this installation that must remain well within the current standards as this traction power installation will be placed in the basement of a residential building. GVB would like to obtain insight into the manner in which the Supplier implements a subcontract on the basis of the application of the standard product range by requesting a Preliminary Design and an offer.

5.8.2 Submission product Approach with respect to a subcontract

GVB has enclosed a request for an offer as referred to in article 26 of the Framework Agreement (appendix 8) as appendix 15. For the purpose of this component, you will submit an Offer as referred to in article 27 of the Framework Agreement, including all related appendices. You will submit the actual offer as an appendix to the Plan of Approach. Please note: the actual offer does not count towards the total of 10 pages to be submitted.

As regards the Approach with respect to design of the standard product range component, the Tenderer will include a chapter in the Plan of Approach in you explain how you drew up this design and this offer. The Tenderer is able to create added value for GVB by means of an excellent elaboration of this request for an offer you satisfy at least the minimum requirements imposed, by identifying and incorporating optimisations and improvements, both in a procedural and in a technical sense.

5.8.3 Assessment Approach with respect to a subcontract

The maximum score to be obtained for this component is 5 points. Points for this component are awarded in accordance with the assessment method set out in 5.4 Manner of quality assessment.

5.9 Subaward criterion Approach with respect to innovation and product development

5.9.1 *Context and Elaboration Approach with respect to innovation and product development*

GVB aims to realise and maintain a robust traction power facility based on components that have a proven track record.

GVB does not have the ambition to be a frontrunner in new developments and implementation of new technologies.

There are still some steps to be made within three areas for attention:

1. Making the existing traction power supply more robust
2. Making the existing traction energy facility and the one to be realised more energy-efficient
3. Automation of systems and processes

The traction power components to be delivered may play an important role in the realisation of developments within these three areas of attention.

The minimum requirements for this component are the requirements included in the Schedule of Requirements (appendix 7), the conditions in the Framework Agreement (Appendix 8) and the requirements included in these Tendering Guidelines.

The Tenderer can create added value for GVB by offering solutions during the performance of this Framework Agreement that contribute to these objectives and that exceed the minimum requirements imposed.

Robustness of the energy supply and energy consumption

GVB wishes to make the traction power supply more robust by applying components that contribute to higher operational reliability, in which connection crucial components are redundant and that can be repaired or replaced quickly in case of breakdowns.

The tenderer can provide added value by focusing in its plan, where possible and likely to succeed, on:

- The development and delivery of components with high operational reliability;
- The development and delivery of components that are redundant where necessary;
- The development and delivery of components that can be repaired or replaced quickly where necessary;

Making the existing traction energy facility and the one to be realised more energy-efficient.

GVB wishes to contribute to making the energy supply more sustainable. GVB has purchased fully green energy for many years, but also focuses on energy savings and energy recovery and its own generation. Many components and installations consuming electrical energy are used within this project.

The tenderer can provide added value by focusing in its plan on:

- Saving energy by applying more economical, controllable high-yield equipment and the use of smart control and switches;
- Offering solutions that generate energy where possible;
- Offering solutions that recover energy where possible.

Automation of systems and processes

GVB wishes to work on a traction power facility that through the application of smart components that communicate on the basis of open standards (such as IEC 61850 2.0), that can better operated and

managed remotely, that identify breakdowns proactively, and that generate output for plans and the performance of maintenance.

The tenderer can provide added value by focusing in its plan, where possible and likely to succeed, on:

- Development and delivery of 'smart' components if this has added value;
- Development and delivery of a local control system based on open standards and that is future-oriented;
- Development and delivery of a monitoring system based on open standards that continuously monitors the status of the system and logs the historical status of the system and in which the logged data can be presented in clear reports;
- Development and delivery of sound related software that is always kept up to date and in respect of which sound support is provided.

5.9.2 Submission product Approach with respect to Innovation and product development

The Tenderer adds a chapter Approach with respect to innovation and product development to the Plan of Approach in which it explains how it intends to elaborate Innovation and product development.

5.9.3 Assessment Approach with respect to innovation and product development

The maximum score to be obtained for this component is 7,5 points. Points for this component are awarded in accordance with the assessment method set out in 5.4 Manner of quality assessment.

5.10 Subaward criterion Approach with respect to sustainability

5.10.1 Context and Elaboration Approach with respect to sustainability

GVB strives for a sustainable public transport operation and its CSR policy has three key objectives:

1. Lower energy consumption
2. Better air quality in the city
3. Reduction of the use primary raw materials and limitation of waste flows

GVB does not have the ambition to be a frontrunner in new developments and implementation of new technologies, but GVB certainly wishes to follow and implement proven developments. Several points for attention that are relevant to this framework agreement from the perspective of these key objectives:

Energy, CO2 reduction and fossil-free

GVB wishes to contribute to making the energy supply greener and to the reduction of CO2 emissions. GVB's policy is to operate fossil-free in 2025. Furthermore, the Tenderer will perform many transport movements within this project.

The tenderer can provide added value by focusing in its plan on:

- By focusing on less or no consumption of fossil fuels during the performance of the delivery and maintenance.

Raw Materials and Circular economy

GVB wishes to contribute to the circular economy by means of the raw materials cycle. Work within this project involves raw materials to a large extent.

The tenderer can provide added value by the manner in which it provides insight into the materials and the following points for attention apply in this connection:

- Where do they come from,
- How sustainable are they,
- What happens to the materials after they were used,
- What happens to the materials that are released at the end of the technical service life and demolition,
- The manner in which the tenderer provides insight into the manner in which the tenderer's approach contributes to the circular economy and GVB's CSR objectives.

Electrical materials and transformers are an important primary raw material within the context of this project. The minimum requirement is that the materials to be removed are removed by a waste processor that holds a licence within the context of the Environmental Management Act. The tenderer can create added value by reusing and removing materials that are more sustainable than the minimum requirement.

The tenderer can also create added value for GVB by using materials in the performance of this project that are as sustainable as possible and/or by carrying out the project with the aid of raw materials that are partly or wholly composed of recycled raw materials and if it applies sustainable materials that can be reused at the end of the technical service life for the production of new raw materials.

Communication sustainability

Public transport is an important part of making society more sustainable. GVB wishes to endorse and communicate this actively. The tenderer can provide added value by also focusing in its plan on communicating the sustainable solution that is being/has been realised within the project in an appealing manner.

5.10.2 *Submission product Approach with respect to sustainability*

The Tenderer adds a chapter Approach with respect to sustainability to the Plan of Approach in which it explains how it intends to elaborate Sustainability.

5.10.3 *Assessment Approach with respect to sustainability*

The maximum score to be obtained for this component is 7,5 points. Points for this component are awarded in accordance with the assessment method set out in 5.4 *Manner of quality assessment*.

5.11 Subaward criterion Approach with respect to maintenance, support and after sales

5.11.1 *Context and Elaboration Approach with respect to maintenance, support and after sales*

GVB strives to carry out its preventive and corrective maintenance on traction power installations as efficiently as possible. The aim is to achieve the highest possible operational reliability of its Traction power installations at an acceptable cost level.

GVB prefers to work with an approach based on risk-based management and maintenance. The maintenance program is regularly adjusted by analyzing data from the system and using input from the Tenderer. GVB is looking for a Contractor who can act as a partner in the continuous improvement and optimization of maintenance of Traction power installations.

GVB has its own EV department with employees who carry out all malfunction and preventive maintenance in-house as much as possible. The Contractor will be called upon in particular for support in the event of more complex malfunctions and maintenance jobs. Furthermore, the Contractor will be called upon in the event of warranty issues or in the event of structural problems. By drawing up an excellent Plan of Approach, which in any case meets the minimum requirements, and an optimal and logical approach for dealing with malfunctions on demand and by ensuring timely implementation with less nuisance and failure, good and timely communication with stakeholders can create added value for GVB.

5.11.2 Submission product Approach with respect to maintenance, support and after sales

The Tenderer submits as chapter 5 of the Plan of Approach the section Approach with respect to maintenance, support and after sales in accordance with the format set out in 5.5.2 *Format and layout Plan of approach*.

Any costs that the Tenderer will incur for the implementation of (measures relating to) maintenance, support and after sales must be taken into account in the Tender and must be divided over the applicable products and services prices.

The Tenderer will draw up a compact plan of approach in which elaborates in more detail how it will ensure that the resolution of malfunctions is resolved in time and within the minimum terms set. He will also draw up an approach towards training and education of GVB staff and the way in which these will be organised.

If applicable, he also indicates options and possibilities for GVB to carry out maintenance more efficiently. Data-driven and risk-based maintenance is specifically discussed, whereby it is specifically indicated which input can be obtained from the components and their management environment to improve processes and what support the Tenderer can offer in this regard.

The starting point for the current situation is the request for the statement for the Total Cost of Ownership (TCO). If desired, optimizations can be processed in a modified TCO sheet that is incorporated into the plan of approach.

Finally, the Tenderer elaborates on how he intends to resolve after sales and warranty issues.

The Tenderer can indicate how it intends to provide added value by taking additional measures in addition to the minimum requirements in the tender documents and/or the Schedule of Requirements.

5.11.3 Assessment Approach with respect to maintenance, support and after sales

The maximum score to be obtained for this component is 10 points. Points for this component are awarded in accordance with the assessment method set out in 5.4 *Manner of quality assessment*.

5.12 Subaward criterion Approach with respect to the Risk file

The delivery of traction power components is always part of a project in which one or more rectifier stations are built new or renovated. These types of projects always involve risks that can result in delays, cost increases, impact on the public transport operation etc. etc.

GVB attaches great importance to having full insight into the risks inherent in the performance of the projects, and in this case the timely delivery of sound and suitable components.

Risks may also occur during management and maintenance during the operational phase following commissioning.

For the purpose of delivery within the context of the new construction and renovation projects and for the operational phase (management and maintenance), the tenderer is required to indicate in the Risk inventory and management plan (RIM plan) enclosed as appendix 17 which relevant, unforeseen circumstances, which occur in practice, could occur, such as but not limited to risks resulting from late delivery, parts not being available in time, risks to the operation of metro and tram, safety risks, which deviations from the Schedule of Requirements, the conditions of the Framework Agreement and the Plan of Approach submitted by the Tenderer might occur and how the Tenderer will handle these risks and the financial settlement of these matters if they occur. The tenderer must also indicate what it does to prevent or reduce risks (control measures).

5.12.1 Submission product Risk file: Risk inventory and management plan (RIM)

The Tenderer is obliged to submit as chapter 6 of the Plan of Approach an RIM in at most 2 single-sided, readable pages in A3 format in accordance with the format enclosed of appendix 17.

Any costs the Tenderer will incur for the performance of (measures relating to) its RIM must be taken into account in the Tender and must be divided over the applicable products and services prices.

5.12.2 Assessment Risk inventory and management plan (RIM)

The maximum score to be obtained for this component is 5 points. The points scored for this component will be divided as follows:

Score	Points scored	Assessment framework
		The Tenderer indicates by means of the RIM to be submitted how it intends to elaborate the identification, control of this project during its preparation and performance. In addition to the minimum requirements imposed in the tender documents and specifications, the Tenderer can create added value by identifying additional risks and offer suitable control measures that are relevant, which means they truly add value to the project in the opinion of GVB, feasible and realistic. This will be assessed by the assessment committee.
10	5	An excellent substantiated approach/procedure that identifies virtually all realistic risks that occur in practice, including specific and relevant control measures for the purpose of reducing the financial and other burdens for the client.
8	4	A well-substantiated approach/procedure that identifies the most realistic risks that occur in practice, including specific and relevant

		control measures for the purpose of reducing the financial and other burdens for the client.
6	3	A sufficiently substantiated approach/procedure that identifies several realistic risks that occur in practice, including specific and relevant control measures for the purpose of reducing the financial and other burdens for the client.
3	1,5	A sufficiently substantiated approach/procedure that identifies a minimum number of realistic risks that occur in practice, including few specific and less relevant control measures for the purpose of reducing the financial and other burdens for the client.
Not met	No RIM submitted.	The tenderer will be excluded from further participation in the tender procedure if no Risk inventory and management plan is submitted.

5.13 Contract conditions and Penalty clause Plan of Approach and Risk inventory and management plan (RIM).

The additional activities and measures offered by the tenderer in the Plan of Approach, which means activities and measures that go beyond the minimum requirements imposed by GVB apply as a contractual obligations and are included in the SLA to be drawn up (appendix 14). Failure to perform the additional activities and measures indicated in the Plan of Approach with respect to maintenance, support and after sales will result in a penalty of €1,000 per incident subject to a maximum of 5% of the contract value of the subcontract in question.

The additional activities and measures offered by the tenderer in the Risk inventory and management plan (RIM) apply as a contractual obligations and are included in the SLA to be drawn up (appendix 14). Failure to perform the additional activities and measures indicated in the Risk inventory and management plan (RIM) will result in a penalty of €1,000 per incident subject to a maximum of 5% of the contract value of the subcontract in question.