



Tender Guidelines
Temporary Toll Charge Observation,
Translated version, reference only

Restricted European Tender of the contract with contract
number 48-1708 Temporary Toll Charge Observation

Date 19-11-2021



Colophon

Published by	RDW Veendam Finance & Control Skagerrak 10 9642 CZ Veendam P.O. Box 314 9640 AH Veendam
Tendered nr.	TN 335082
Ted publication nr.	TED06/2021-244009
Date	19-11-2021
Status	Version for participating
Version number	1.0

Table of contents

1	General principles	6
1.1	General	6
1.2	Tender procedure via TenderNed	6
1.3	Questions and Clarifications	7
1.4	Complaints related to the tendering procedure	7
1.5	Justifications in the context of the Public Procurement Act	7
1.5.1	Market consultation	8
2	Assignment description, contract form and planning	9
2.1	Assignment description	9
2.1.1	Summary	9
2.1.2	Starting situation	9
2.1.3	Details of the assignment	10
2.1.4	ViA15 option	11
2.1.5	Phases of the assignment	11
2.1.6	Performance assessment	12
2.2	Context of the assignment	12
2.2.1	Principal: Ministry of Infrastructure and Water Management (represented by: RDW)	12
2.2.2	Toll system and structure	13
2.2.3	Legislation and regulations specific to TTh Wn	14
2.2.4	Expected vehicle passages.	15
2.3	Contract form and effective term	15
2.4	Planning	16
3	Exclusion grounds, suitability requirements and selection criteria	17
3.1	Exclusion grounds	17
3.2	The provisions of this paragraph apply mutatis mutandis to companies in a partnership of companies (consortium) or other parties referred to in nr 2 above.uitability Requirements	17
3.3	Selection criteria	19
3.4	Attribution of technical competence	24
3.5	Evidence regarding the suitability requirements and/or the selection criteria	24
3.6	Recourse to another party	24
3.7	Inside Information and Conflicts of Interest	25
4	Registration phase	26
4.1	Description of the procedure in the application phase	26
4.2	Further information for the purpose of registration	26
4.3	Method of registration	26
4.4	Registration as a candidate by a cooperative arrangement@ of tenderers (consortium)	27
4.5	Documents to be provided upon registration	28
4.6	Additional questions	29
5	Selection phase	30
5.1	Selection method	30
5.2	Selection decision and invitation to tender	30

6	Tender phase	31
6.1	Description of the procedure in the tender phase	31
6.2	Further information	31
6.2.1	On-site inspection	31
6.2.2	Further information within the meaning of article 3.25 of the ARW 2016	31
6.2.3	Further information within the meaning of article 3.26 of the ARW 2016	31
6.3	Tender	32
6.3.1	Submission of a tender	32
6.3.2	Tender variants	32
6.3.3	Authorisation to submit a tender	32
6.3.4	Tender by a partnership of tenderers (consortium)	33
6.4	Documents to be provided with the tender	33
6.4.1	Generic documents to be provided with the tender	33
6.4.2	Breakdown of the tender price to be submitted with the tender	33
6.4.3	Qualitative documents to be provided with the tender	34
6.5	Opening of the tenders	34
6.6	Maintaining the tender	34
7	Assessment phase and award decision	35
7.1	General	35
7.2	Award criteria	35
7.3	Additional questions	35
7.4	Abnormally low tender price	36
7.5	Award decision	36
8	Contract award	37
8.1	Bank guarantee	37
8.2	Conclusion of the agreement	37
8.3	Waiting room arrangement	37
9	Other provisions	38
9.1	Draw procedure	38
9.2	Interim amendment, discontinuation or termination of the tender procedure	38
9.3	Choice of forum	38
9.4	Continuous compliance	39
9.5	Additional invitation for tender	39
9.6	Withdrawal of tender	39
9.7	Costs of participation in the tender	40
Annex A	Application form	41
Annex B	European Single Procurement Document	42
Annex C	Additional self-declaration	43
Annex D	Model submission form for documents and submitted with a handwritten signature from other parties on whom the candidate/tenderer relies	44
Annex E	Details regarding suitability requirements and selection criteria	45
Annex F	Selection criteria	46
Annex G	Tender form	47

Annex H	Model K statement of director regarding legality of registration	48
Annex I	Development of BPKV criteria for the best price-quality ratio	49
Annex J	Declaration on environmental, social and labour law obligations	50
Annex K	Format Breakdown of the tender price	51
Annex L	Third party statement – Reliance on Financial Standing	52
Annex M	Third party statement – Appeal to Technical Competence	53
Annex N	Template Questions	54
Annex O	This Annex is a separate document with this guideline.	55

1 General principles

1.1 General

On behalf of the State of the Netherlands, the minister of Infrastructure and Water Management (I&W, hereafter Contracting Authority), the Dienst Wegverkeer (RDW/Government Road Transport Agency) a European Procurement for the award of a contract is held according to the Restricted Tender procedure pursuant to the Tender Regulations for works 2016 (ARW 2016).

The regulation ARW 2016, the Procurement Act 2012 (based on European Directive 2014/24/EU) and the 2020 proportionality guidelines (as mandatory guidelines) apply, albeit in a supplementary sense and not in conflict with the current regulations of the Department of Waterways and Public Works and RDW.

The tender procedure concerns a contract for services with contract number 48-1708 Temporary Toll Charge Observation.

The tender procedure is described in these tender guidelines, the information notes, the official reports and the contract documents, namely: the basic agreement and annexes, the demand specification and the annexes to the demand specification. The documents required for the tender will be made available to the selected candidates at the start of the tender phase.

This English translation of the guideline is made available in order to assist interested parties. However, candidates can in no way derive any rights from this English version. The tender procedure is based on the provisions in the Dutch tender documents.

By submitting an application to participate (application) and/or a tender, a company declares that they agree unconditionally with the tender procedure described in the tender documents.

1.2 Tender procedure via TenderNed

The tender procedure is conducted exclusively digitally via the electronic tendering system: TenderNed (www.tenderned.nl).

This means that applications to participate, and the full tenders can only be submitted via TenderNed. Unless expressly stated otherwise, candidates are not permitted to make contact or to ask questions in relation to this tender other than via TenderNed. To participate in the tender procedure, a company must be registered as a user with TenderNed. The "Terms of Use TenderNed" apply.

A company is expected to have all the necessary knowledge to be able to correctly go through a tender procedure in TenderNed. For instructions on how to use TenderNed, see <https://www.tenderned.nl/cms/voor-ondernemingen/aanmelden-en-inschrijven#>.

1.3 Questions and Clarifications

The tender documents have been compiled with great care. Candidates are expected to proactively review the contents, and are requested to report any ambiguities / contradictions / irregularities in the tender documents via TenderNed as soon as possible, but no later than the latest time for asking questions in the selection or tendering phase, so that the Contracting Authority has the opportunity to make any corrections or adjustments in time if necessary.

Insofar as no (timely) comments and/or questions and/or objections with regard to the tender documents have been received prior to the submission of the application to participate or tender, the candidate is deemed to have fully and unconditionally agreed with the content of the tender documents. After the selection decision or the provisional award decision, the candidate can no longer question the content of these documents. Candidates and tenderers cannot 'piggyback' on objections or questions submitted by others to the Contracting Authority during the information round(s).

If the candidate or tenderer has not drawn the attention of the Contracting Authority in the prescribed manner in time to any ambiguities / contradictions / irregularities, the candidate or tenderer will be inadmissible in any (subsequent) claim against the alleged inaccuracy, lack of clarity or irregularity of the tender. The term mentioned is therefore an expiry term for ambiguities / contradictions / irregularities that could have been known to the candidate on the basis of the tender documents. The candidate or tenderer declares that they agree with the above legal processing clause by submitting the application to participate or tender.

1.4 Complaints related to the tendering procedure

In accordance with the advice 'Complaints handling in tendering', the Contracting Authority has set up a complaints contact point. Complaints regarding the tendering procedure can be submitted to RDW's reporting center for complaints about tendering: <https://www.rdw.nl/over-rdw/kwaliteits--en-servicenormen/klachten/rdw-klachtenformulier> .

Complaints may relate to non-compliance with legal provisions or breach of general procurement principles. A complaint must be submitted in writing and must indicate clearly which aspect of the tender procedure the complaint relates to, and why. A complaint will be handled by competent officials who are not, nor will be involved in the present tender procedure. A complaint will be handled as soon as possible; the complainant will be informed accordingly.

Submitting a complaint does not have a suspensive effect and does not affect the obligation of a candidate or tenderer to lodge a formal objection or initiate a procedure in good time if and to the extent that this is relevant.

1.5 Justifications in the context of the Public Procurement Act

Pursuant to the Procurement Act 2012, the choices made in the light of both unnecessary merging and division into lots are justified below.

It involves a disparate sequential contract. There are no grounds for dividing this project into lots according to the nature and type of work, since the supply component is technically and substantively linked with the services share and (SME) market mechanisms are not hindered as a result. Dividing into lots would also entail high administrative burdens for both the companies and the Contracting Authority.

1.5.1

Market consultation

A market consultation was held in preparation for this tender. This was published on www.tenderned.nl on 24 June 2021 (<https://www.tenderned.nl/tenderned-tap/aankondigingen/231035>).

12 market parties responded to the request. The responses have helped the Contracting Authority to better align, where possible, the questions and requirements set out in this and the next phase, with the possibilities and preferences of the market, and gave the Contracting Authority the view that there is sufficient market interest for the planned restricted tender procedure.

2 Assignment description, contract form and planning

2.1 Assignment description

2.1.1 Summary

The assignment concerns the observation and registration of vehicle passages for the purpose of charging toll for the Blankenburg connection and optionally the ViA15. It involves the detection, classification and registration of motor vehicles on the basis of automatic number plate recognition (ANPR⁽¹⁾) using roadside systems with fixed roadside equipment. The assignment also involves the implementation of DSRC ⁽²⁾ technology in such a way that this technology can be used as soon as the Principal chooses. The toll is due for each vehicle passage on a road section where toll is charged (one location on the Blankenburg Connection and one location on the ViA15) for both directions of travel. The delivery of gantries, the provision of the power supply, and the provision of data connection(s) (in principle) are not part of the scope of the assignment.

2.1.2 Starting situation

The Blankenburg connection and the ViA15 are intended to improve the accessibility of the Rotterdam and Arnhem-Nijmegen regions. A toll will be charged for a period (temporarily) on both connections to partially offset the costs of the realisation of the infrastructure.

The temporary toll project is introduced on:

- i. the Blankenburg Connection (BBV) – connection between the A15 at Rozenburg and the A20 between Maassluis and Vlaardingen (compensation of € 337 million, planning to be completed in 2024).
for more information, see: www.blankenburgverbinding.nl

and as an option on:

- ii. the ViA15 – connection of the A15 from the Valburg junction to the A12 at Zevenaar (compensation of € 307 million, planning ready in 2025).
for more information, see: www.ViA15.nl

The toll charge applies to all motor vehicles, unless they are exempt or if a dispensation applies. Two tariff classes are currently foreseen :

1. motor vehicles with a maximum gross vehicle weight of up to and including 3,500 kg and
2. those with a weight of more than 3,500 kg.

For both projects, it is assumed that the toll charge period will end when the required toll revenue has been achieved.

As a toll charger, the Minister of I&W is in charge of the implementation of the schemes, and is given powers to do this as included in the Blankenburg Connection Temporary Toll Act and

¹ **ANPR** stands for Automatic Number Plate Recognition. This is a technique in which number plates of motor vehicles in traffic are recorded by using cameras, and compared by automated means with number plates of motor vehicles registered to individuals.

² **DSRC** stands for Dedicated Short Range Communication and is a communication standard developed to support ITS, which stands for Intelligent Transportation System

ViA15 (TTh Act). The implementation of the toll charger tasks is entrusted to implementing organisations. RDW has been appointed as the central implementing organisation that will be responsible for the majority of the tasks concerned and has been requested by I&W to take on the tendering and implementation of the Temporary Toll Charge Observation project.

2.1.3 *Details of the assignment*

The Principal requests the provision of a service consisting of the reliable and accurate delivery of vehicle passage records (VPR in English, or VPM in Dutch) of all passing motor vehicles, whereby at least the following data are registered; the registration number, location, classification, date and time of passage, the image captures of the motor vehicle, and, if applicable, the information from the on-board equipment.

The service is provided for at least the Blankenburg connection and optionally for the ViA15.

Part of the assignment is:

- The supply and installation of equipment, connection and connectivity for the registration of vehicle passages and eventually the removal (of parts) thereof.
- Processing and where necessary improving this data providing a high degree of accuracy and reliability and supplying VPRs to the Principal.
- Maintaining the equipment and maintaining and improving the service.

All overhead and roadside equipment, including all connections and connectivity, make up the *roadside system*. The roadside system is used for data collection for the registration of vehicle passages. All activities that are not carried out on the roadside constitute the *back office system*. This includes, but is not limited to functionality in order to deliver reliable and accurate VPRs based on the collected data and all software and technology used for this purpose.

As soon as a motor vehicle passes the toll point, the motor vehicle must be detected by the roadside equipment and one or more images of the motor vehicle and the registration plate are recorded. The roadside equipment must be mounted on a gantry above the road by the Contractor. The vehicle detection covers all lanes;

- for the BBV: three lanes and one hard shoulder in each direction of travel; and
- for the ViA15: two lanes and one hard shoulder in each direction of travel;

The Principal requests that the Contractor uses ANPR technology for this, as well as DSRC technology, the latter after formal approval by the Principal. Therefore, the assignment will initially be focused on the use of ANPR technology and, after formal approval from the Principal (after the legal footing for this has been established, among other things) also on the use of DSRC technology. Both technologies are therefore part of the scope.

The Contractor shall read the registration number of motor vehicles by means of high quality images. The Contractor shall also detect a number of vehicle characteristics and shall classify the vehicle in to one of the two tariff classes (up to and including 3500 kilograms or heavier than 3500 kilograms). If the Principal eventually decides to use DSRC technology - providing that the motor vehicle is equipped with DSRC on-board equipment or with a DSRC "tag" that can be read - it will be possible to record information from that equipment. The "reading" of these DSRC data should be in accordance with the EN 15509:2014 standard. The registered data - together with an image recording - are combined into a VPR.

There should be a very low percentage of "*false positives*". The Contractor has the option to carry out further automatic and/or manual processes in the back office to correct any "*ANPR*

misreads”, if necessary to achieve the desired accuracy. The VPRs are then sent to RDW. As soon as the receipt of the VPR has been confirmed by RDW, the Contractor shall delete their copy of the VPR and the data underlying the VPR.

The Contractor is responsible for the implementation (design, delivery, construction, installation, test and acceptance), the operation (management, maintenance and further development) and the exit (transfer and/or removal) of the roadside system and back-office system in order to deliver reliable and accurate VPRs. For the installation, maintenance, replacement and removal of road equipment, the Contractor must cooperate with (the Contractor of) the road authority (Rijkswaterstaat) and meet the conditions set by the road authority (and/or its contractor) for working on the roadside (for example, for traffic management).

The activities below are not part of the assignment:

- Processing (customer) data
- Maintaining customer contacts;
- Invoicing the toll charge;
- Collecting the toll charge;
- Transferring the toll charge;
- Providing gantries;
- In principle, the construction of the power supply to each roadside system, and;
- In principle, the installation of the data connection(s) to each roadside system.

2.1.4 *ViA15 option*

During the term of the agreement, the Principal may exercise the ViA15 option under conditions set out in the agreement. If this option is exercised, the Contractor shall also provide the service for the ViA15. The term of the agreement remains unchanged when this option is exercised. This means that the services for the BBV and the ViA15 – when exercised – will be terminated simultaneously (unless the required toll revenue for one of the two connections is achieved during the term of the agreement).

The ViA15 has been included as an option because at the time of publication on TenderNed no irrevocable decision was made yet. If the decision has become irrevocable and the ViA15 is opened (more than) 1.5 years before the expiry date of the agreement, excluding extensions, the Principal may exercise the ViA15 option. After the above period of 1.5 years, the Contracting Authority will decide whether or not to release the ViA15 option. The course of the decision on the route is public information and can be followed on:

<https://www.raadvanstate.nl/@124103/stikstofgevolgen-tracebesluit-via15> or through the Multi-Year Program for Infrastructure, Spatial Planning and Transport (MIRT) planning ViA15 (Meerjarenprogramma Infrastructuur, Ruimte en Transport (MIRT)-planning ViA15 https://www.tweedekamer.nl/debat_en_vergadering/commissievergaderingen/details?id=2021A04285).

2.1.5 *Phases of the assignment*

The Temporary Toll Charge Observation assignment includes three phases;

- Implementation phase:
During the implementation phase, the observation services, roadside system and back-office system must be designed, delivered, implemented and tested by the Contractor in a timely manner (according to agreed milestones), and the Principal must be able to accept these works. The implementation phase starts with the conclusion of the

agreement with the Contracting Authority and ends with acceptance by the Principal. During the implementation phase, the Contractor must implement both the ANPR and the DSRC technology.

If the Contractor does not complete the implementation phase within the established milestone, the Principal is entitled to impose a fine on the Contractor (further information is described in the agreement). During the implementation phase, the Principal shall pay a fee based on (indexed) one-off payments which are due upon completion of agreed milestones.

- Operational phase:

During the operational phase, the Contractor must manage, maintain and further develop the implemented observation services, the roadside system and the back-office system in such a way that they continue to meet the demand specification and performance requirements.

Reimbursements during the operational phase take place periodically and consist of a fixed and variable part, the size of which depends on the number of registered motor vehicles. The periodic fees are indexed annually. If the performance of the Contractor during the operational phase does not meet the demand specification and/or performance requirements, the periodic compensation to the Contractor will be adjusted accordingly.

- Exit phase:

During the exit phase, the Contractor must do everything that is reasonably necessary to ensure that a new supplier and/or the Principal can take over the observation services without hindrance. During the exit phase, the Contractor remains responsible for ensuring that the observation services and the roadside system meet the demand specification and performance requirements until the Principal has confirmed in writing that the observation services and the provision of the roadside system can be discontinued. The exit phase is reimbursed on the basis of an (indexed) one-off fee which is due after the Principal has issued said written confirmation.

2.1.6 *Performance assessment*

During the term of the agreement, the Contractor will be assessed on its performance, among other things. The assessment covers aspects such as the availability of the roadside system, the degree to which the Contractor detects successfully, the degree to which the Contractor registers successfully and the number of false positives.

2.2 **Context of the assignment**

2.2.1 *Principal: Ministry of Infrastructure and Water Management (represented by: RDW)*

RDW is an independent administrative body (zelfstandig bestuurs orgaan, zbo). As an executive agency, it falls under the responsibility of the Ministry of Infrastructure and Water Management (I&W). The RDW is the Dutch approval authority for all motor vehicles and components with a Dutch registration number that the tenderer may encounter on public roads in the Netherlands and beyond and carries out supervision and enforcement tasks. In addition, RDW manages large registers in the Netherlands, including the Basic Registration of Motor Vehicles (the Vehicle Registration Register), the driving licence register, the National Parking

Register and the Compulsory Motor Vehicles liability Insurance register. RDW is responsible for providing information included in these registers to other authorities and parties in the chain, as well as for issuing documents, such as the vehicle registration documents and driving licences.

Within the project Temporary toll charge (TTh) RDW will carry out its tasks, for the time being, on behalf of the Minister of Infrastructure and Water Management, and not in its role as ZBO. RDW ensures that the safety and environmental requirements are met.

2.2.2 *Toll system and structure*

To make it technically possible to charge toll on the BBV and ViA15, a toll system and structure needs to be set up. The objective is to charge the toll in a customer-friendly, accurate, reliable and cost-efficient manner, within the legal framework and the preconditions that have been set.

For each passage on a road section where toll is charged (Blankenburg connection and optional ViA15), the toll fee is due (toll obligation). The basic principle is that passing motor vehicles are registered on the basis of number plate recognition (ANPR). The motor vehicle does not have to stop or reduce speed for this (free flow technique). The Contractor captures one or more images of passing motor vehicles. In addition, DSRC may eventually be used to read out on-board equipment (if present). The provision and availability of DSRC technology is part of the assignment, its application is only permitted after a formal request from the Principal (see also the explanation in paragraph 2.1).

The toll obligation can be met by paying the toll directly to the toll charger or through an agreement with a service provider. If a service provider concludes an agreement with a potential toll payer, this service provider guarantees the payment of tolls to the toll charger over the registered passage(s) of the relevant customer. Service providers do this by accepting a payment claim from the toll charger and periodically remitting tolls to the toll charger. These service providers can be accredited separately for fulfilling this role. A separate tender for a main service provider (HDA) is expected to follow. Motor vehicle users who are not on a customer list of service providers are expected to pay the toll by means of an incidental payment to the toll charger. The Dutch Government Agency on collection (Centraal Justitieel Incasso Bureau CJIB) will set up a service for incidental use (Dienst Incidenteel Gebruik DIG) for this purpose. The toll charger remits the tolls received. If payment of the registered passage is not based on a service agreement and payment has not been made on time by way of an incidental payment, a toll reminder will be sent to the holder of the registered motor vehicle (a so-called 'payment reminder'). The timely and full payment is checked by the toll charger, who will impose an administrative fine if the toll obligation is not complied with. The activities relating to the collection and payment of tolls and their assessment fall outside the scope of this assignment.

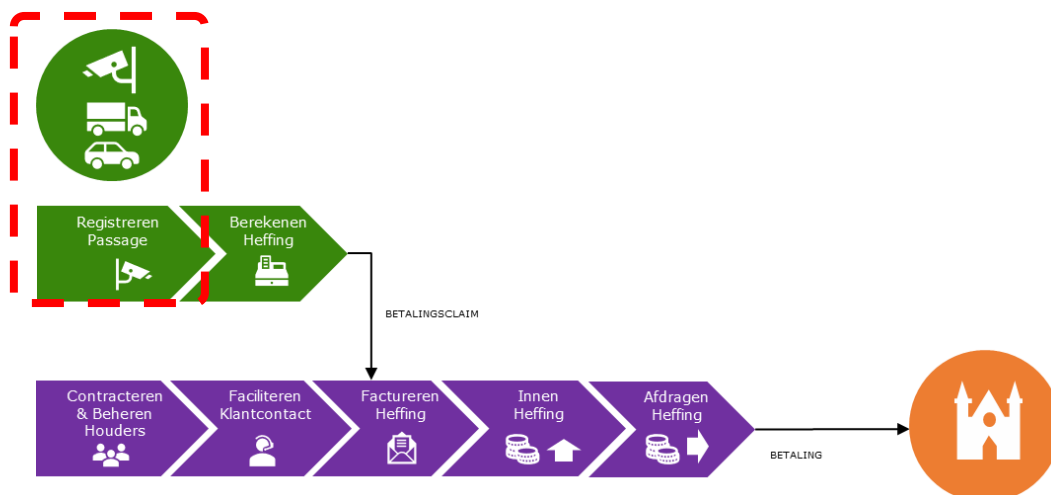


Figure 1: Toll charger-dominant system

The temporary toll charge is a toll charger-dominant system, which means that the toll charger is in charge of the calculation of the toll charge, see figure 1. In this figure, the responsibilities of the toll charger are shown in green. The responsibilities of the toll service providers are shown in purple. The part circled in red shows the scope of this assignment. This figure is an overview to illustrate the context: it is not a complete representation of the system.

2.2.3

Legislation and regulations specific to TTh Wn

The EETS Directive Implementation Act ⁽³⁾ applies specifically to this assignment (available at <https://wetten.overheid.nl/BWBR0045586/2021-10-19>).

In the EETS Directive Implementation Act, reference is made to the delegated regulation ⁽⁴⁾ and the implementing Regulation ⁽⁵⁾ of the European Commission. The Delegated Regulation contains provisions on vehicle classification in relation to roadside equipment as well as the relationship between the use of DSRC and technical requirements that apply in that case for the retrieval of the vehicle classification data from the on-board equipment. Among other things, the implementing regulation sets requirements for the electronic interfaces that the toll charger uses, including ANPR, and also sets conditions for the interfaces between the toll charger and the EETS provider.

Both the implementing regulation and the delegated regulation contain references to ISO, CEN and NEN standards that apply in full where relevant.

Other legislation that is important for the TTh Observation (Wn) project is the Act on Temporary toll charge Blankenburg Connection and ViA15 (TTh Act, available at <https://wetten.overheid.nl/BWBR0037517/2018-07-28>).

In addition, a TTh Amendment Act will be issued, which will provide that the EETS implementation Act applies to the temporary toll charge for the BBV and the ViA15 and which creates a basis for the toll charger to be able to use technical tools on the roadside and to process data as needed for the observation/recording.

³ Act of 7 July 2021, regarding rules for the implementation of Directive (EU) 2019/520 of the European Parliament and of the Council of 19 March 2019 on the Interoperability of electronic road toll systems and facilitating cross-border exchange of information on the failure to pay road fees in the Union (EETS Directive Implementation Act)

⁴ Commission Delegated regulation (EU) 2020/203 of 28 November 2019 on classification of vehicles, obligations of European Electronic Toll Service users, requirements for interoperability constituents and minimum suitability criteria for notified bodies (OJEU 2020, L 43)

⁵ Commission Implementing Regulation of 28 November 2019 on detailed obligations of European Electronic Toll Service providers, minimum content of the European Electronic Toll Service domain statement, electronic interfaces, requirements for interoperability constituents and repealing Decision 2009/750/EC (OJEU 2020, L 43)

2.2.4 *Expected vehicle passages.*

The table below gives an estimate of the expected number of vehicle passages per calendar year. This estimate dates from 2017. No rights can be derived in any way from this estimate. The Contracting Authority reserves the right to make a new estimate available during the tendering procedure.

Vehicle passages per calendar year			
	Totaal	LV	HGV
BBV – passages	22.095.571	21.019.647	1.075.924
Optional: ViA15 – passages	12.679.735	11.476.695	1.203.040
NL motor vehicles (%)		95%	87%
Foreign motor vehicles (%)		5%	13%

LV = light vehicles (up to and including 3500 kg)

HGV = heavy goods vehicles (more than 3500 KG)

2.3 **Contract form and effective term**

The Contracting Authority intends to grant the assignment in the form of a service agreement, with the general terms and conditions of ARBIT 2018, including a number of additions and deviations as described in the agreement with annexes.

The agreement starts with the implementation phase of the BBV, which runs from contract signature to the start of the toll charge for the BBV, which is planned in 2024. The length of this period cannot yet be determined exactly, but it is expected to be 12 to 18 months. From the start of the operational phase of the BBV, the agreement has a term of 8 years with three (3) unilateral options for the Principal to extend the agreement by 2 years. Exercising the ViA15 option does not affect the term of the agreement. The exit phase for both the BBV and optionally the ViA15 falls within the above term of the agreement.

If the required toll revenue is obtained for one of the two connections during the term of the agreement, the service for that connection will be terminated.

The conditions under which the assignment is carried out are included in the basic agreement, the demand specification, the annexes to the demand specification and other contract documents.

At the start of the tender phase, some documents will be made available that are not yet available in the application phase, including at least:

- The Programme of requirements (demand specification requirements and demand specification process);
- The draft agreement (incl. annexes).

2.4

Planning

The indicative schedule below applies to the tender procedure.

Activity	Date
Application phase	
Publication of the announcement on www.tenderned.nl	12-11-2021
Deadline for submitting requests for further information (1)	03-12-2021 – 12:00 hours
Publication of information notice in application phase (1)	10-12-2021
Deadline for submitting requests for further information (2)	24-12-2021 – 12:00 hours
Publication of information notice regarding application phase (2)	14-01-2022
Deadline for receipt of applications to participate	26-01-2022 – 12:00 hours
Selection phase	
Opening of the digital safe in TenderNed with applications to participate	26-01-2022
Send the notification of selection decision	08-02-2022
Verify evidence of selected candidate	14-02-2022 – 18-02-2022
Deadline for submitting an objection to the selection decision	18-02-2022
Tender phase	
Send invitation to tender and additional documents	21-02-2022
Possible on-site inspection BBV (to be planned in more detail)	-
Deadline for submitting requests for further information (1)	14-03-2022 – 12:00 hours
Publication of information notice in tender phase (1)	21-03-2022
Deadline for submitting requests for further information (2)	04-04-2022
Publication of information notice regarding tender phase (2)	19-04-2022
Publication of information notice regarding the tender phase	-
Deadline for receipt of the tenders	09-05-2022 – 12:00 hours
Assessment phase	
Opening digital safe in TenderNed with tenders	09-05-2022
Communicate award decision	30-05-2022
Deadline for legal protection period	19-06-2022
Conclusion of the agreement	23-06-2022

No rights can be derived from the above planning. The Contracting Authority will make every effort to comply with the schedule and reserves the right to change the schedule. Candidates/tenderers will be informed via announcements on TenderNed.

3 Exclusion grounds, suitability requirements and selection criteria

Chapter 3 describes the exclusion grounds, suitability requirements and selection criteria that are applied. The procedure of the registration phase and the method of registration are described in chapter 4. The way in which candidates are selected is described in chapter 5.

3.1 Exclusion grounds

1. A company who finds himself in one or more of the circumstances referred to in Articles 3.13.1 to 3.13.5 or 3.13.7 of the ARW 2016 is excluded from participating in the tender procedure, without prejudice to the provisions of Article 3.13.11 and 3.13.12 of the ARW 2016.
If the application is made by a partnership of companies (consortium), whether or not as a general commercial partnership, the partnership will be excluded from participating in the tender procedure if one or more of the partners find themselves in one or more of these circumstances.
2. If it turns out that another party, whom the company calls upon to meet the suitability requirements and/or the selection criteria, find themselves in one or more of the circumstances referred to in Articles 3.13.1 to 3.13.5 or 3.13.7 of the ARW 2016, this or any other party will not be accepted by the Contracting Authority and the Contracting Authority will demand replacement in accordance with article 3.13.13 of the ARW 2016.
3. The Contracting Authority requires evidence in the form of the documents referred to in article 3.13.6 and 3.13.9, respectively, of the ARW 2016.
Evidence must be submitted within two working days of a request to that effect from the Contracting Authority sent via TenderNed, "Messages".
4. If the Contracting Authority has indications that a company finds itself in one or more of the circumstances referred to in Articles 3.13.1 to 3.13.5 or 3.13.7 of the ARW 2016, but insufficient information is available at the Contracting Authority to substantiate exclusion of that company from participation or further involvement, the Contracting Authority can request advice from the Bureau BIBOB (see Article 8 of the Act on the Promotion of Integrity Assessments by Public Administration (BIBOB Act)). The company about whom advice has been requested, will be informed by the Contracting Authority about the content of that advice via TenderNed, "Messages".

3.2 **The provisions of this paragraph apply mutatis mutandis to companies in a partnership of companies (consortium) or other parties referred to in nr 2 above. Suitability Requirements**

1. Without prejudice to the provisions of paragraphs 3.1, 3.6, 4.3, 4.4, and 4.5 only a company who, in the opinion of the Contracting Authority, meets each of the suitability requirements set out in this paragraph is eligible for an invitation to tender.
2. The following suitability requirement is set with regard to financial and economic standing:
 - a. Continuity:
The company must declare that he has sufficient financial and economic standing to carry out the assignment without any continuity risks for the Principal.
The company who is obliged to file his annual accounts must declare that the most recent auditor's report does not contain a so-called continuity paragraph. The tenderer

who is not obliged to file his annual accounts must declare that there is no risk of discontinuity at the time the tender is submitted.

Prior to the final selection decision, the Principal may require the company to submit an accountant and/or bank statement confirming that the company has sufficient financial and economic standing to be able to carry out the assignment without any continuity risks for the Principal.

In case of registration as a candidate by a group of tenderers, all tenderers must demonstrate that they meet the suitability requirement with regard to financial and economic standing. The candidate is deemed not to meet the suitability requirement if one or more tenderers from the partnership cannot provide the requested statements and - after selection - the requested evidence.

3. With regard to technical competence the following four suitability requirements are set:
 - a. In the period of seven (7) years prior to the final date for receipt of the applications to participate the company has carried out at least one contract for a roadside number plate recognition system (fully completed) with an invoiced amount of € 250,000.- or more (excluding sales tax) whereby the company was ultimately responsible for the **implementation**, i.e. design, installation and testing, of a roadside number plate recognition system.
 - b. In the period of seven (7) years prior to the final date for receipt of the applications to participate, the company has carried out at least one contract for a roadside number plate recognition system (fully completed) with an invoiced amount of €100,000.- or more (excluding sales tax), whereby the company was ultimately responsible for the **operation**, i.e. management and maintenance, of a roadside registration number recognition system.
 - c. In the period of seven (7) years prior to the final date for receipt of the applications to participate, the company has carried out at least one contract for a roadside number plate recognition system (whereby the system has been operational for a period of at least one year) whereby number plates are recognised on **high speed (50 km/h or higher)**.
 - d. The company must have a quality management system that meets the requirements set out in the ISO 9001 standard, the subject of this tender being the scope. If the application to participate is made by a group of tenderers, all tenderers must demonstrate that they meet this suitability requirement.
4. The Candidate demonstrates his compliance with suitability requirements b, c, and d with a reference contract that the Candidate has carried out in the period of seven (7) years prior to the deadline for receipt of the applications to participate. The reference contract may have started earlier and may also concern an ongoing contract, whereby the service provision has been operational for at least one year. Competence can only be demonstrated with activities that have already been performed in the stated period.
5. By submitting Annex B ('Uniform Europees Aanbestedingsdocument', the Candidate declares that at the time of submitting the application to participate he has the competence described in suitability requirement e. When the candidate is selected to participate in the tender phase, the candidate must submit as evidence within 5 calendar days:

- a valid certificate issued by a competent authority confirming that the company complies with the ISO 9001 standard with subject matter of this tender as the scope, or
- an equivalent (or better) valid certificate; or
- a description of its own quality management system from which it appears, in the opinion of the Contracting Authority, that the candidate meets the requirements set out in the ISO 9001 standard.

3.3

Selection criteria

The Contracting Authority has drawn up selection criteria for the selection of tenderers. The selection criteria, including the assessment framework and the maximum number of points, are shown in the tables below.

The Candidate shall demonstrate its competence with a reference contract that the Candidate has carried out in the period of seven years prior to the deadline for receipt of the applications to participate. The reference contract may have started earlier and may also be an ongoing contract. Competence can only be demonstrated with activities that have already been performed in the stated period. .

For SC1, the contract must have been completed for at least one year.

For SC2, SC3 and SC4, the implementation must already have been delivered / accepted.

For SC5, the service must have been operational for at least one year.

SC1 – Collaboration with the road authority and/or the road authority's contractorDescription

The candidate is competent in collaborating with a road authority and/or the road authority's contractor in the field of the implementation (design, construction, testing, acceptance) or operation (management, maintenance and further development) of roadside equipment.

Development:

The Candidate shall fill in Annex E, stating in any case:

- A description of the project, including the type of road (highway or not, free-flow or not (where the motor vehicle does not have to stop or reduce speed), the number of lanes in each direction and the maximum speed), the type of roadside equipment, the technology used and the mounting setup of the equipment (e.g. mounted above or next to the road, to a pole or to a gantry);
- A description of the cooperation and relationship between the candidate and the road authority and/or the road authority's contractor during installation and/or maintenance activities (e.g. when closing the road of traffic);
- A description of the activities performed to identify and mitigate risks and to ensure effective collaboration.

Assessment framework

The candidate's answer shall be assessed on the extent to which the reference demonstrates that the candidate has the requested competence. The following is in any case taken into account:

- The extent to which the candidate can demonstrate that they are competent in collaborating with the road authority and/or the road authority's contractor, recognising and mitigating the risks that are important in this regard and applying success factors for effective cooperation;
- Whether the contract concerns:
 - Implementation of roadside equipment (least appropriate experience);
 - Operation of roadside equipment; or
 - Implementation and operation of roadside equipment (most appropriate experience);

Maximum number of points

20

SC2 – ANPR implementation (above the road)

Description

The candidate is competent in the implementation (design, building, testing and acceptance) of ANPR applications (above the road) for traffic applications.

Development

The Candidate shall fill in Annex E, stating in any case:

- A description of the project and activities performed by the candidate, including the number of detection points and the mounting setup of the equipment above the road;
- A description of performance achieved at delivery/acceptance of the implementation (for example, the detection rate, registration rate and false positive ratio);
- The type of roadside equipment and the technology used (e.g. ANPR front reading, ANPR rear reading, additional equipment);
- The type of road (motorway or not, free-flow or not (where the motor vehicle does not have to stop or reduce speed), the number of lanes in each direction of travel, the maximum speed);
- The average number of passing motor vehicles per day;

Assessment framework

The candidate's answer is assessed on the extent to which the reference contract demonstrates that the candidate has the requested competence. The following is in any case taken into account:

- The performance achieved at delivery/acceptance of the implementation with the ANPR technology (for example the detection rate, registration rate and false positive ratio);
- Whether the reference contract concerns free flow;
- The maximum speed on the road;
- The average number of passing motor vehicles per day;
- The number of lanes per direction of travel;

Maximum number of points

25

SC3 – DSRC implementation (above the road)Description

The candidate is competent in the implementation (design, building, testing and acceptance) of ANPR beacons (above the road) for traffic applications in accordance with the EN 15509 standard or the ETSI ES 200674 standard.

Development

The Candidate shall fill in Annex E, stating in any case:

- A description of the project and activities performed by the candidate, including the number of detection points, the number of DSRC beacons in use and the mounting setup of the DSRC beacons above the road;
- A description of performance achieved at delivery/acceptance of the implementation (for example, the detection rate, registration rate and false positive ratio);
- The type of road (motorway or not, free-flow or not (where the motor vehicle does not have to stop or reduce speed), the number of lanes in each direction of travel, the maximum speed);
- The average number of passing motor vehicles per day;
- The standard used;

Assessment framework

The candidate's answer is assessed on the extent to which the reference contract demonstrates that the candidate has the requested competence. The following is in any case taken into account:

- The performance achieved at delivery/acceptance of the implementation with the DSRC technology (for example the detection rate, registration rate and false positive ratio);
- Whether the reference contract concerns free flow;
- The maximum speed on the road;
- The average number of passing motor vehicles per day;
- The number of lanes per direction of travel;

Maximum number of points

10

SC4 – Vehicle Classification implementationDescription

The candidate is competent in the implementation (design, building, testing and acceptance) of vehicle classification technology for traffic applications.

Development

The Candidate shall fill in Annex E, stating in any case:

- A description of the type of classification system, including the technology used, the vehicle classes/tariff classes, the number of roadside classification units in use and the mounting setup of the roadside classification units;
- A description of performance achieved at delivery/acceptance of the implementation;

- The type of road (motorway or not, free-flow or not (where the motor vehicle does not have to stop or reduce speed), the number of lanes in each direction of travel, the maximum speed);
- The average number of passing motor vehicles per day;

Assessment framework

The candidate's answer is assessed on the extent to which the reference demonstrates that the candidate has the requested competence. The following is in any case taken into account:

- The ability of the classification system to classify the tariff classes of passing motor vehicles;
- The performance achieved;
- The average number of passing motor vehicles per day;

Maximum number of points

10

SC5 – Operation roadside system (including ANPR)

Description

The candidate is competent in the operation (management, maintenance and further development) of an ANPR-based roadside system (above the road) for traffic applications.

Development

The Candidate shall fill in Annex E, stating in any case:

- A description of the project and activities performed during operation by the candidate, including the number of detection points and the mounting setup of the equipment above the road;
- The type of roadside equipment and the technology used (e.g. ANPR front reading, ANPR rear reading, additional equipment such as DSRC beacons and vehicle classification technology);
- A description of the performance achieved during the operation (for example, the detection rate, registration rate, and false/positive ratio) clearly describing, if applicable, the process to identify and correct incorrect ANPR readings;
- The type of road (motorway or not, free-flow or not (the motor vehicle does not have to stop or reduce speed), the number of lanes in each direction of travel, the maximum speed);
- The average number of passing motor vehicles per day;

Assessment framework

The candidate's answer is assessed on the extent to which the reference contract demonstrates that the candidate has the requested competence. The following is in any case taken into account:

- The performance achieved with the ANPR technology (including the detection rate, registration rate and false positive rate)
- Whether the reference contract concerns free flow;
- Whether the reference contract also concerns DSRC, besides ANPR;

- Whether the reference contract also concerns vehicle classification, besides ANPR;
- The maximum speed on the road;
- The average number of passing motor vehicles per day;
- The number of lanes per direction of travel;

Maximum number of points

35

Scoring methodology

The Contracting Authority shall carry out its assessment on the basis of the aspects stated in the assessment framework for each selection criterion. The Contracting Authority shall take into account the overall development per selection criterion and the substantiation provided.

The table below gives an overview of the grades with associated substantiations for all selection criteria. The Contracting Authority will assign a grade to each selection criterion based on the table below.

Review grade and rating @	Substantiation @ motivation:
10 Excellent (most appropriate competence)	• The Candidate has provided an answer which shows that their experience corresponds very well with the requested competence;and • The candidate has demonstrated its competence with a reference contract that is comparable or more complex in all aspects requested than the present contract.
8 Good (very appropriate competence)	• The Candidate has provided an answer which shows that their experience corresponds well with the requested competence;and • The candidate has demonstrated its competence with a reference contract that is comparable or more complex in the aspects requested than the present contract.
6 Sufficient (appropriate competence)	• The Candidate has provided an answer which shows that their experience corresponds sufficiently with the requested competence;and • The candidate has demonstrated its competence with a reference contract that is less extensive and/or complex in the aspects requested than the present contract.
4 Moderate (little appropriate competence)	• The Candidate has provided an answer which shows that their experience corresponds moderately with the requested competence;and • The candidate has demonstrated its competence with a reference contract that is considerably less extensive and/or complex in the aspects requested than the present contract.
2 Poor (very little appropriate competence)	• The Candidate has provided an answer which shows that their experience corresponds very little with the requested competence;and • The candidate has demonstrated its competence with a reference contract that is considerably less extensive and/or complex in all aspects requested than the present contract.

Review grade and rating @	Substantiation @ motivation:
0 No appropriate competence	• The Candidate has provided an answer which shows that their experience does not correspond with the requested competence;or • The candidate did not provide an answer to the selection criterion.

The points obtained per selection criterion are then calculated as follows:

Final rating	Score per selection criterion
10	100% of maximum points
8	75% of maximum points
6	50% of maximum points
4	20% of maximum points
2	10% of maximum points
0	0% of maximum points

Each member of the assessment committee, which consists of specialists from different business units, first assesses the applications received individually with regard to the selection criteria and individually assigns a @ score to the @ elaboration of each selection criterion.

The assessment committee will then meet for a plenary session to discuss the scores and findings. During this plenary session, the assessors reach a consensus on a final score on each selection criterion, making a selection only from the scores in the table above.

The table above shows the percentage of the maximum number of points awarded for each score. For each selection criterion, this table is used to allocate points to a candidate. To arrive at the total score of the applicant, all points are added up.

3.4 Attribution of technical competence

Without prejudice to paragraph 3.6, a company can only attribute technical competence in the context of the suitability requirements and/or selection criteria if and insofar as the company has actually performed the work on which the technical competence is based.

3.5 Evidence regarding the suitability requirements and/or the selection criteria

Within a period of five calendar days after the company receives a request to that effect via TenderNed, "Messages", the company shall provide the Contracting Authority evidence, showing that the data with regard to the financial standing and technical competence as stated in the application (annex E), with which the company aims to meet the suitability requirements and/or the selection criteria, are rendered correctly. The Contracting Authority is entitled to enquire with the principal of a reference contract.

3.6 Recourse to another party

1. In order to meet the suitability requirements and/or the selection criteria, a company can rely on the technical competence and/or financial standing of other party . In that case, the party must:
 - a. demonstrate to the Contracting Authority that he can actually and irrevocably dispose of the resources necessary/requested for the execution of the assignment from the other party ;
 - b. actually and irrevocably deploy those other party in the performance of the assignment for the elements covered by the technical competence and/or financial standing. If the assignment is granted to the tenderer, he is obliged to make this commitment.
2. A company relying on the financial standing of another party must submit annex L 'Third party statement – Reliance on Financial Standing' with his application.
3. A company who invokes the Financial Capacity of other party must submit annex M 'Third party statement – Appeal to Technical Competence' with his application.
4. The company shall provide the Contracting Authority, within five working days after a request to that effect has been received by means of TenderNed, "Messages", means of evidence showing that the company can actually and irrevocably dispose of the resources necessary for the execution of the assignment from the other party or legal entities, as well as evidence showing that the other party or legal entities are actually and irrevocably deployed in the performance of the assignment. Evidence can be amongst other things, a (subcontract) agreement, or a statement drawn up, dated and validly signed by the company and the other party , such evidence is at the discretion of the Contracting Authority.

3.7

Inside Information and Conflicts of Interest

1. Every company or every other party , on whom the company relies to meet the suitability requirements and/or the selection criteria, must indicate in annex C "Additional self-declaration" whether there is or has been involvement in the preparation of the assignment and whether there are conflicting interests that could have a negative influence on the execution of the assignment. If there is involvement in the preparation of the assignment, it is presumed to be inside information and/or a conflict of interest.
2. The Contracting Authority shall give the company the opportunity, within two working days of a request to that effect received by TenderNed, "Messages", to the satisfaction of the Contracting Authority, to rebut the presumption referred to in paragraph 2 and to demonstrate that the fair competition is not harmed by the (previous) involvement. A company can be excluded from participating in the tender procedure if the presumption referred to in paragraph 2 is not rebutted or if there are conflicting interests that could have a negative influence on the execution of the assignment.

4 Registration phase

4.1 Description of the procedure in the application phase

The restricted procedure consists of an application phase and a tender phase. This chapter describes the procedure in the registration phase.

Further information for the purpose of application will be provided in the manner stated in paragraph 4.2. A company who believes that the grounds for exclusion referred to in these tender guidelines do not apply to them and who believes that they meet the suitability requirements set out in these tender guidelines will be given the opportunity to register as a candidate. The way of application is described in paragraph 4.3. It is then checked that no grounds for exclusion do apply to the candidate and whether they meet the suitability requirements as described in Chapter 3. A maximum of 5 candidates will be selected from the candidates who are not excluded from participating in the tender procedure in this step. The way in which candidates are selected is described in chapter 5.

4.2 Further information for the purpose of registration

1. Further information about the tendering procedure and the documents relevant to the application can be requested via TenderNed, in two rounds, up to the dates set in the planning in paragraph 2.4 at the latest, by using Annex N "template for request for information notice". Questions must be clearly formulated with a reference to the part of the tender documents to which the question relates. Information notes for the registration phase will be drawn up by the Contracting Authority with information that serves to clarify, supplement or amend the tender documents. See the schedule in section 2.4 for the latest publication dates on TenderNed.

4.3 Method of registration

1. Parties, and companies may only register once – whether or not in combination with other parties, or companies – as a candidate. A party or a company that participates as a candidate cannot be called upon by other candidates to meet the requirements of financial and economic standing and/or technical competence.
For the purposes of this provision, a parties, and companies are considered to be one 'party' or company if they:
 - a. are affiliated with each other in a manner as referred to in Section 24a, Book 2, of the Dutch Civil Code;or
 - b. are connected to each other in a group as referred to in Section 24b Book 2 of the Dutch Civil Code;or
 - c. are affiliated with each other in legal forms under foreign law comparable to those under a or b above.
2. The documents to be provided with the application to participate must be in the Dutch language, with the exception of official documents issued by a country other than the Netherlands. The applicant must provide a translation of such documents on request.

3. The application to participate can only be submitted digitally through TenderNed. The application to participate will not be processed if it has been submitted in any other way.
4. See the planning in paragraph 2.4 for the latest date for the application to participate, whereby the clock of TenderNed is decisive. At that time, the registration period ends and the digital safe in TenderNed closes. The stated date and time serve as the latest date and time for receipt of applications to participate.
5. The documents referred to in paragraph 4.5 must be attached to the application form.
6. All documents to be provided upon registration can only be submitted digitally by means of TenderNed.
7. The documents to be signed must be in PDF format with a qualified electronic signature in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014.⁶ If a certain digital PDF form (for example the European Single Procurement Document) cannot be signed directly in this way, a digital PDF printout of the PDF form must be made and that digital PDF printout must be signed in the above-mentioned manner
8. Documents submitted by other parties relied on by the candidate may be provided with a handwritten signature instead of a qualified electronic signature by these other parties, in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014. In that case, the candidate must enclose a scan in PDF format of the original document, together with a statement in accordance with annex D "Model submission form for documents from third parties submitted with a handwritten signature", with his application to participate. The candidate must also send the original document with a handwritten signature together with his application to participate to:

RDW Veendam (on behalf of the State of the Netherlands, the Ministry of Infrastructure and Water Management (I&W))
attn. of purchasing department Mr. Sybolt Jaarsma
P.O. Box 314
9640 AH Veendam

4.4

Registration as a candidate by a cooperative arrangement@ of tenderers (consortium)

1. Registration as a candidate by a partnership of tenderers (consortium) is permitted. The Contracting Authority does not impose any special requirements with regard to the legal form (after award of the contract) of the partnership of tenderers (consortium).
2. If the Contracting Authority suspects that the number of companies in a joint venture (consortium) is disproportionately large, in view of the Competition Act, the Contracting Authority will notify the Netherlands Authority for Consumers and Markets.
3. In addition to the provisions of Article 3.37 of the ARW 2016, it is stipulated that a company in a partnership who participates for less than 10% of the tender price in the performance of the contract, is jointly and severally liable for the fulfilment of all obligations arising from the contract, however limited to a maximum of 10% of the tender price.

⁶ Electronic signatures that meet this standard are, for example: PKI government, EU Qualified, or other STORK IV signatures, as well as advanced electronic signatures created with a qualified electronic signature creation device, based on a qualified electronic signature certificate as defined in Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014. @

4. The provisions of paragraph 3 only apply if the participation of a company for less than 10% is expressly stated at the time of tender on the tender form and this participation is specified and demonstrated at the request of the Contracting Authority.

4.5 Documents to be provided upon registration

1. The application to participate must be made using annex A "Application Form".
 2. The candidate must submit two self-declarations with his application:
 - a. the European Single Procurement Document, and
 - b. an Additional self-declaration

in accordance with the models attached as annex B and annex C , respectively. The candidate must state on the European Single Procurement Document under Part II A, Identification, its Chamber of Commerce number and location number (or, if no Chamber of Commerce number is applicable, another national identification number, if required and applicable).

If the application is made by a partnership of tenderers (consortium), whether or not as a general commercial partnership, both self-declarations must be attached by each company individually.

The self-declarations are deemed to be a self-declaration of the candidate referred to in Article 3.22 of the 2016 ARW.
 3. If the candidate relies on the technical competence and/or financial standing of any other party in order to meet the suitability requirements and/or the selection criteria, the candidate must indicate this in the European Single Procurement Document.
- In addition, the candidate must submit the following documents with his application:
- a. of any other party: a European Single Procurement Document in which Sections A and B of Part II are completed and Part III is completed in full, as well as the Additional Self-declaration which is attached as Annex C. Each other party must state their Chamber of Commerce number and location number on the European Single Procurement Document under Part II A, Identification; and
 - b. with regard to financial standing, annex L 'Third party statement – Reliance on Financial Standing', drawn up, dated and signed in accordance with paragraph 4.3 by any other party insofar as the candidate relies on the suitability of the party concerned; and
 - c. with regard to the technical competence, annex M 'Third party statement – Appeal to Technical Competence', drawn up, dated and signed in accordance with paragraph 4.3 by any other party insofar as the candidate relies on the suitability of the relevant party;
4. The candidate must attach to his application a fully completed statement in accordance with annex E "Data regarding suitability requirements and selection criteria", together with:
 - a. an overview showing which statements and reference assignments the candidate intends to use to meet the suitability requirements and the selection criteria, respectively; and
 - b. the statements referred to in annex E; and
 - c. details about the reference contract(s) through the reference table(s);
 5. Only one (1) reference contract may be submitted per suitability requirement and per selection criterion. A reference contract may be submitted for several suitability requirements and/or selection criteria . The reference table in annex E only needs to be completed once for a reference contract that is used for several suitability requirements. If

the candidate wishes, the table may also be completed separately for each suitability requirement. The reference table in annex E must be completed separately for each selection criterion, regardless of whether the reference contract is also used for another selection criterion.

6. The Contracting Authority may give the opportunity to rectify defects in the submission of the documents referred to in this paragraph 4.5 insofar as this does not conflict with the principle of equality and if European case law leaves room for this. In that case, the Contracting Authority shall set a time limit within which the defect must be rectified.

4.6

Additional questions

The Contracting Authority reserves the right to ask additional questions to clarify the candidate's registration or to request supporting documents/statements to verify the correctness of the information given in the registration.

5 Selection phase

5.1 Selection method

1. Only candidates who have submitted an application to participate (registered as a candidate) in accordance with the provisions of chapter 4 and who are not excluded from participating in the tender procedure are eligible for an invitation to tender.
2. A maximum of five of the candidates who, in view of paragraph 1, are eligible for an invitation, will be invited to tender.
3. If more than five candidates are eligible for an invitation, the choice will be made on the basis of a selection, as described below.
4. For each candidate who qualifies for an invitation, a final score is determined based on paragraph 3.3, using the information provided in accordance with the annex E "Data on suitability requirements and selection criteria".
5. The five candidates with the highest final score on the selection criteria described in paragraph 3.3 are invited. If the final score for two or more candidates is equal, whereby this affects the determination of the five candidates with the highest end score, it is taken into account which of the equal candidates with the highest score on the heaviest weighting selection criterion (i.e. the selection criterion for which the greatest number of maximum points can be obtained). For the selection criteria that have equal weight (SC3 and SC4), SC3 takes precedence over SC4. The candidate with the highest score according to this method, will be invited. When those scores are also equal, the score on the most heavily weighted selection criterion is used. Only in the case of completely equal scores on all selection criteria, will the draw procedure in accordance with paragraph 9.1 be followed for the equally scoring candidates (for objection, see paragraph 9.3, selection of legal protection).

5.2 Selection decision and invitation to tender

The selected candidates will be invited to tender. The selected candidates will be notified of this in writing, at the latest on the scheduled date as indicated in paragraph 2.4, via TenderNed, "Messages". Candidates who are excluded/rejected will receive a notification of the selection decision with an exclusion/rejection on this scheduled date. Candidates who have a complaint or objection about the selection decision are referred to paragraph 1.3 (Central Complaints department) and section 9.3.

6 Tender phase

This chapter 6, tender phase, is a draft and has been included as a non-binding annex for information purposes. The Contracting Authority expressly reserves the right to make changes and to publish a final version of chapter 6 at the start of the tender phase.

Relevant documents will be made available at the start of the tender phase, as stated in the tender planning, including at least:

- The requirements (demand specification requirements and demand specification process);
- The draft agreement (incl. annexes).

6.1 Description of the procedure in the tender phase

The tender phase procedure is as follows. Candidates invited to tender have the opportunity to request information. After the Contracting Authority replied to these questions, the candidates invited to tender submit a tender. The procedure, including information, on-site inspection, tenders, opening and fulfilment is further explained in the sections below.

6.2 Further information

6.2.1 *On-site inspection*

An inspection may be organised to view the site at the Blankenburg connection. No information will be provided during the inspection. Any questions regarding this inspection can only be asked via TenderNed "Questions and Answers".

6.2.2 *Further information within the meaning of article 3.25 of the ARW 2016*

Further information about this tender guide, the contract documents and the other tender documents can be requested via TenderNed by using Appendix N 'Template questions letter of Information'. Questions must be clearly formulated with a reference to the part of the tender documents to which the question relates.

The questions asked via TenderNed and the answers given to them will be recorded in an information notice by the Contracting Authority after the deadline for information has expired. This information notice will be published on TenderNed.

6.2.3 *Further information within the meaning of article 3.26 of the ARW 2016*

A candidate invited to tender may request further information within the meaning of article 3.26 of the ARW 2016.

Such a request for information can be submitted through TenderNed, "Questions and Answers". In TenderNed a request must then be made to treat the question individually and the justified economic interest must be substantiated in the question. Such information will only be provided prior to the submission deadline for further information requests.

If the Contracting Authority is of the opinion that there is no legitimate economic interest, the candidate invited to tender will be given the opportunity to withdraw his request for further

information without the requested information being provided or to resubmit his request for further information, but in this case as a request for further information within the meaning of article 3.25 of the ARW 2016.

6.3 **Tender**

6.3.1 *Submission of a tender*

1. The documents to be provided with the tender to participate must be in the Dutch language.
2. A tender can only be submitted digitally through TenderNed. The tender will not be processed if it has been submitted in any other way.
3. The tender must be submitted no later than the planned date indicated in paragraph 2.4, the clock of TenderNed being decisive. At that time, the tender period ends and the digital safe in TenderNed closes. The stated date and time are the latest date and time for receipt of the tenders.
4. The documents to be signed upon tender must be signed by an authorised representative of the tenderer.
5. The documents to be signed must be in PDF format with a qualified electronic signature in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014.⁷ If a certain digital PDF form (for example the European Single Procurement Document) cannot be signed directly in this way, a digital PDF printout of the PDF form must be made and that digital PDF printout must be signed in the above-mentioned manner.
6. Documents submitted by other parties relied on by the company may be provided with a handwritten signature instead of a qualified electronic signature by these other parties, in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014. In that case, the company must enclose a scan in PDF format of the original document, accompanied by a statement in accordance with annex D "Model submission form for documents from third parties submitted with a handwritten signature", with his tender. The company must also send the original document with a handwritten signature at the same time as his tender to:

RDW Veendam (on behalf of the State of the Netherlands, the Ministry of Infrastructure and Water Management (I&W))
attn. of purchasing department Mr. Sybolt Jaarsma
P.O. Box 314
9640AH Veendam

6.3.2 *Tender variants*

Submission of variants within the meaning of article 2.83 of the Procurement Act 2012 are not permitted.

6.3.3 *Authorisation to submit a tender*

1. Within two working days of a request to that effect received from the Contracting Authority, via TenderNed, "Messages", the company must provide an extract, or a copy of

⁷ Electronic signatures that meet this standard are, for example: PKI government, EU Qualified, or other STORK IV signatures, as well as advanced electronic signatures created with a qualified electronic signature creation device, based on a qualified electronic signature certificate as defined in Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014. @

an extract, from the register of the Chamber of Commerce, stating the name of the person(s) authorised to sign the tender.

If the signature is made by someone other than the person listed in the register, a certified copy of the required power of attorney must also be provided.

2. If the tender is submitted by a partnership of tenderers (consortium), whether or not as a general commercial partnership, the documents referred to under paragraph 1 must be submitted by each company individually.
3. If the company is not established in the Netherlands, extracts and/or documents must be provided showing the authorisation, in accordance with the legal provisions applicable in the country of establishment.
4. If it appears that the tender was made by a person who was not authorised to do so at the time the tender was made, the tender will be invalid.

6.3.4 *Tender by a partnership of tenderers (consortium)*

1. A candidate invited to tender is not allowed to submit a tender as a partnership of tenderers (consortium), unless the candidates have been invited to tender jointly [as a partnership of tenderers (consortium)].

6.4 **Documents to be provided with the tender**

6.4.1 *Generic documents to be provided with the tender*

1. The tender must be submitted by means of Annex G "Registration Form" or on a form drawn up entirely in accordance with that registration form. If the registration form is not signed in accordance with paragraph 6.3.3, the registration is invalid. 6.3.3, the tender is invalid.
2. The company must enclose a statement in his tender as referred to in article 3.35.3 3.35.3 of the ARW 2016, which is attached as annex H "Model K statement from the director regarding the legality of the tender. Express reference is made to the signature by a director who validly represents the company as described in paragraph 6.3.3.
3. The company must enclose with his tender a statement in accordance with annex J "Declaration regarding the obligations in the field of environmental, social and labour law", in which he states that in drafting their tender, they have taken account of the obligations in the field of environmental, social and labour law under European Union law, national law, collective labor agreements and under the provisions on international environmental, social and labour law given in Annex X of Directive 2014/24/EU. If the tender is made by a partnership of tenderers (consortium), whether or not as a general commercial partnership, this statement must be submitted by each company individually.
4. The Contracting Authority may give the opportunity to rectify defects in the submission of the documents referred to in this paragraph 6.4. insofar as this does not conflict with the principle of equality and if European case law leaves room for this. In that case, the Contracting Authority shall set a time limit within which the defect must be rectified. The grant of a remedy is at the sole discretion of the Contracting Authority.

6.4.2 *Breakdown of the tender price to be submitted with the tender*

For the information of the Contracting Authority, the company must provide with his tender a specification of the amount of the tender (tender price), which includes both BBV and ViA15, in accordance with the format in annex K "Format Breakdown of the tender price". Annex K "Format for the breakdown of the tender price" is made available at the start of the registration phase.

The amounts to be included must be in reasonable proportion to the nature and scope of the work to be performed.

6.4.3 *Qualitative documents to be provided with the tender*

The company must provide the following qualitative documents with his tender:

- System design
- Implementation Plan
- Operational plan
- Response Performance
- Response Corporate Social Responsibility

All documents to be provided must be drawn up in Verdana 9pt font, a minimum line spacing of 12pt and minimum margins of 2.5 cm above and below and 3 cm left and right.

6.5 **Opening of the tenders**

1. See the planning in paragraph 2.4 for the date on which the tenders will be opened.
2. The Contracting Authority established, based on the tender forms:
 - a. the number of tenders submitted;and
 - b. the entities who submitted a tender.
3. The official report of the opening of tenders is drawn up by the Contracting Authority. The official report will be sent to all tenderers by means of TenderNed, "Messages".

6.6 **Maintaining the tender**

The tenderer must maintain the validity of their tender for 180 days after the closing date for receipt of tenders.

7 Assessment phase and award decision

This chapter 7, assessment phase and award decision, is a draft and has been included as a non-binding annex for information purposes. This chapter will be further elaborated after selection. The Contracting Authority expressly reserves the right to make changes and to publish a final version of chapter 7 at the start of the tender phase.

7.1 General

Tenders that do not meet the requirements set out in the tender documents will be rejected. The assessment of the tenders and the final contract award will then take place on the basis of the award criterion 'Economically Most Advantageous Tender with the best price-quality ratio' (BPKV).

7.2 Award criteria

The contract will be awarded to the tenderer who has submitted the Economically Most Advantageous Tender with the best price-quality ratio (BPKV) tender, provided that the tenderer does not have to be excluded from awarding the contract.

The award criteria are quality and price.

The quality criterion has five sub-award criteria, each of which is assessed with a quality value. The qualitative sub-award criteria are:

- KSG1: System design
- KSG2: Implementation Plan
- KSG3: Operational plan
- KSG4: Performance
- KSG5: Corporate Social Responsibility

For price, a fictitious tender price is calculated using annex K, based on forecast volumes over the entire term of the agreement. This fictitious tender price is used for the purpose of comparing the tenders and it is not a fixed contract price.

The BPKV tender is the tender with the best score on the combination of price and quality criteria.

7.3 Additional questions

The Contracting Authority reserves the right to ask additional questions to clarify the tenderer's tender or to request supporting documents/statements to verify if the information given in the tender is correct.

7.4 **Abnormally low tender price**

in the context of the provisions in article 3.37 of the ARW 2016, it is suspected in any case that a tender price is abnormally low if:

1. at least four tenders have been received, and
2. the tender price of the relevant tenderer is more than 50% lower than the average of all other tender prices, and
3. the tender price of the relevant tenderer is more than 20% lower than the subsequent tender price.

7.5 **Award decision**

The Contracting Authority intends to designate the tenderer who has submitted the BPKV tender and who does not need to be excluded from the tender as the tenderer who is eligible for the contract. After the evaluation of the tenders has been completed, the Contracting Authority intends to send the preliminary award decision to the tenderers. The Principal will only award the agreement upon expiry of the legal protection period.

8 Contract award

8.1 Bank guarantee

Before the contract is actually awarded, the tenderer who qualifies for the contract must provide the bank guarantee as stated in the agreement .

The request to provide the bank guarantee is made to the tenderer with the written notification of the Contracting Authority's award decision. The bank guarantee is only intended for the implementation phase and will amount to EUR 1 million.

The assignment will in any case not be granted until the bank guarantee has been received and approved by the Contracting Authority.

8.2 Conclusion of the agreement

If the bank guarantee has been received and approved by the Contracting Authority and the tenderer is not otherwise excluded from being awarded the contract, the contract can be concluded.

8.3 Waiting room arrangement

A waiting room arrangement is entered into with the tenderer who has submitted the tender with the second best price/quality ratio. On the basis of this arrangement, the Contracting Authority may decide to award the contract to this tenderer within one year of the tender closing date, if the tenderer initially designated as the winner will not continue to carry out the contract for whatever reason. The waiting room arrangement will be fleshed out and will be made available after the selection phase.

9 Other provisions

9.1 Draw procedure

If it is necessary to draw lots, this will be done under the supervision of a notary. The provisions of paragraph 9.3 apply mutatis mutandis to the decision reached by drawing lots.

9.2 Interim amendment, discontinuation or termination of the tender procedure

The Contracting Authority is not obliged to actually award the contract and is entitled to change, temporarily suspend and/or terminate the tender procedure. This may occur in the following cases, among others:

- a. if there is no effective competition;
- b. for political and/or policy reasons;
- c. in the event of changes in relevant legislation or regulations.

Candidates and/or tenderers are not entitled to any compensation from the Contracting Authority in the event of amendment, temporary suspension and/or termination of the tender.

9.3 Choice of forum

1. In addition to the provisions of article 3.43 of the ARW 2016, it is stipulated that all disputes in the context of the present tender procedure must be submitted to the (interim relief judge of the) court in The Hague. A dispute is deemed to have been brought before the court by the issue of a writserving of process.
2. The Contracting Authority shall notify the candidates in writing of decisions regarding the selection of candidates via TenderNed, "Messages".
Without prejudice to the provisions of article 3.23.3 of the ARW 2016, if a candidate objects to a decision regarding the selection of candidates (including the selection decision), within a period of 10 calendar days after the date of dispatch of the notification of the Contracting Authority's decision to institute preliminary relief proceedings against that decision. The proceedings are instituted on the day the service was effected (Article 125 of the Code of Civil Procedure). Said term is an expiry term. This means that if a candidate has not actually instituted summary proceedings within 10 calendar days after the date of dispatch of the notification of the decision, the relevant candidate can no longer object to that decision in summary proceedings; and has then forfeited their right. In that case, the Contracting Authority is free to (further) follow the decision.
3. If a tenderer objects to a decision regarding the award decision, they must, within the period referred to in the ARW 2016 of 20 calendar days after the date of dispatch of the award decision of the Contracting Authority, institute preliminary relief proceedings against that decision. The proceedings are instituted on the day service was effected (Article 125 of the Code of Civil Procedure).
This term is an expiry term. This means that if a tenderer has not actually instituted summary proceedings within 20 calendar days after the date of dispatch of the notification of the award decision, the relevant tenderer can no longer object to that decision in summary proceedings; and has then forfeited their right. In that case, the Contracting Authority is free to (further) follow up the award decision.

9.4 **Continuous compliance**

If at any time during the course of the tender procedure it appears that a candidate, tenderer and/or other party on whose financial and economic standing and/or technical competence the candidate or tenderer relies no longer meets the requirements with regard to suitability, selection grounds for exclusion, inside information and/or conflicts of interest, the Contracting Authority may exclude that selected candidate or tenderer from further participation in the tender procedure.

If a circumstance regarding the suitability requirements, selection criteria, grounds for exclusion, inside information and/or conflict of interest changes or has changed compared to the circumstance at the time of registration as a candidate, the candidate or tenderer must report this to the Contracting Authority by issuing a revised European Single Procurement Document or Additional Self-Declaration.

9.5 **Additional invitation for tender**

1. If the number of candidates invited to tender and the number of suitable candidates exceeded the maximum number, the Contracting Authority is entitled (but not obliged) to invite another suitable but not invited candidate to tender, if
 - a. a selected candidate is excluded from further participation in the tender procedure;
 - b. a selected candidate withdraws from the tender procedure.
2. In order to determine which other candidate is additionally invited, the final scores on the selection criteria described in paragraph 3.3 are taken into account. The candidate with the highest final score, who has not yet been invited, will be invited to tender. When two candidates have equal final scores, a candidate will be selected in the same way as described in paragraph 5.1 sub section 5.

9.6 **Withdrawal of tender**

1. The tenderer who qualifies for the contract can request the Contracting Authority to be allowed to withdraw their tender, against payment of a lump sum to the Contracting Authority.
2. A withdrawal request must be made in writing. In the request, the tenderer must state that they wish to withdraw their tender. They must state in detail the reasons for the withdrawal.
The request must be signed by an authorised representative of the tenderer. The tenderer shall enclose evidence with the request (excerpt from the Trade Register, power of attorney) proving the authority of the signatory.
3. The request must reach the Contracting Authority via TenderNed, "Messages" no later than the fifth working day after the date of dispatch of the award decision .
4. Upon withdrawal of their tender, the tenderer shall pay the Contracting Authority a lump sum, being half of the difference between its fictitious tender price and the fictitious tender price of the next tenderer in line who qualifies for the contract; all this with due observance of the provisions of paragraph 5.
If no fictitious tender price has been established in the context of the tender procedure,

the tenderer pays the Contracting Authority half of the difference his tender price and the tender price of the next tenderer in line eligible for the contract; all this with due observance of the provisions of paragraph 5.

5. The amount of the lump sum may be reduced by the Contracting Authority. However, the tenderer cannot derive any rights from this power of moderation.
The amount of the lump sum may be increased by the Contracting Authority, up to a maximum of the full difference referred to in paragraph 4, in exceptional cases, depending, among other things, on the reasons for withdrawal and/or defects in motivation and/or the degree of accountability for deficits or defects in the tender.
6. Oral consultations will take place at the request of the tenderer and/or the Contracting Authority regarding the tenderer's reasons for withdrawing their tender.
7. If the Contracting Authority rejects the request for withdrawal, it will inform the tenderer in writing. In that case, the tender has not been withdrawn.
8. If the Contracting Authority grants the request for withdrawal, it will also determine the amount of the lump sum. It will inform the tenderer in writing of this amount. The Contracting Authority shall also state how the lump sum must be paid to the Contracting Authority.
The tenderer must then declare to the Contracting Authority in writing whether they accept the amount of the lump sum payment within two working days of receipt by email of the notification from the Contracting Authority. If the tenderer does not accept the amount of the lump sum, or if their written notification is not received within the said period of two working days, the tender will not be withdrawn. If the tenderer accepts the amount of the lump sum and notifies the Contracting Authority in writing within the said period of two working days, the tender will be withdrawn upon receipt by the Contracting Authority of the tenderer's notice. The tender will then be deemed not to have been submitted.
9. The Contracting Authority is under no obligation to return a withdrawn tender.
10. The amount of the lump sum must be paid by the tenderer within 14 calendar days of receipt of written notice from the Contracting Authority referred to in paragraph 8. In the event of late payment, interest is due at the percentage of the statutory commercial interest, without further reminder or notice of default.

9.7 **Costs of participation in the tender**

All costs related to this Tender will be borne by the candidate/tenderer. In the event of late withdrawal of the tender, the Contracting Authority will determine whether and to what extent tender costs will be reimbursed.

Annex A Application form

This Annex is a separate form with this Guideline.

Annex B European Single Procurement Document

This Annex is a separate form with this Guideline.

The European Single Procurement Document must be digitally signed in accordance with paragraph 4.3.

Annex C Additional self-declaration

This Annex is a separate form with this Guideline.

Signature

The additional self-declaration must be digitally signed in accordance with paragraph 4.3 and paragraph 6.3.1, respectively.

Annex D Model submission form for documents and submitted with a handwritten signature from other parties on whom the candidate/tenderer relies

This Annex is a separate form with this Guideline.

Signature

The additional self-declaration must be digitally signed in accordance with paragraph 4.3 and paragraph 6.3.1, respectively.

Annex E Details regarding suitability requirements and selection criteria

This annex is a separate document with this Guideline.

Annex F Selection criteria

The selection criteria are described in paragraph 3.3.

Annex G Tender form

This annex will be made available at the start of the tender phase.

Annex H Model K statement of director regarding legality of registration

This annex will be made available at the start of the tender phase.

Annex I Development of BPKV criteria for the best price-quality ratio

This annex will be made available at the start of the tender phase.

Annex J Declaration on environmental, social and labour law obligations

This annex will be made available at the start of the tender phase.

Annex K

Format Breakdown of the tender price

This annex will be made available at the start of the tender phase.

Annex L Third party statement – Reliance on Financial Standing

This Annex is a separate document with this guideline.

Annex M Third party statement – Appeal to Technical Competence

This Annex is a separate document with this guideline.

Annex N Template Questions

This Annex is a separate document with this guideline.

Annex O This Annex is a separate document with this guideline.