



Ministerie van Infrastructuur
en Waterstaat

Tender guidelines
Temporary toll collection Main service provider
Restricted European Tender of the contract with contract number 48-1711 Temporary Toll Collection Main Service Provider

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Table of Contents

1	General principles	6
1.1	General	6
1.2	Tender procedure via TenderNed	6
1.3	Forfeit of rights	6
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	7
2	Assignment description, contract form and planning	9
2.1	Summary	9
2.2	Scope of the contract	9
2.2.1	Introduction	9
2.2.2	ViA15 services as an option	11
2.2.3	Expected traffic flows	11
2.2.4	Explanation` of the operation of the temporary toll collection	12
2.2.5	Access to the EETS areas for service providers	13
2.2.6	A toll charger dominant system	13
2.2.7	MSP contract description	15
2.2.8	Risks specific to the MSP and mitigation measures	18
2.2.9	Phases of the contract	19
2.3	Contract form and effective term	19
2.5	Planning	20
3	Exclusion grounds, suitability requirements and selection criteria	22
3.1	Exclusion grounds	22
3.2	Suitability Requirements	22
3.3	Selection criteria	24
3.4	Attribution of technical competence	29
3.5	Evidence regarding the suitability requirements and/or the selection criteria	29
3.6	Recourse to another natural or legal person	29
3.7	Inside Information and Conflicts of Interest	30
4	Registration phase	31
4.1	Description of the procedure in the application phase	31
4.2	Further information for the purpose of registration	31
4.3	Method of registration	31
4.4	Registration as a candidate by a partnership of entrepreneurs (consortium)	32
4.5	Documents to be provided upon registration	33
4.6	Additional questions	34
5	Selection phase	35
5.1	Selection method	35
5.2	Selection decision and invitation to tender	35
6	Tender phase	36
6.1	Description of the procedure in the tender phase	36
6.2	Further information	36
6.2.1	On-site inspection	36

6.2.2	Further information within the meaning of article 3.25 of the ARW 2016	36
6.2.3	Further information within the meaning of article 3.26 of the ARW 2016	36
6.3	Tender	37
6.3.1	Submission of a tender	37
6.3.2	Tender variants	38
6.3.3	Authorisation to submit a tender	38
6.3.4	Tender by a partnership of entrepreneurs (consortium)	38
6.4	Documents to be provided with the tender	38
6.4.1	Generic documents to be provided with the tender	38
6.4.2	Breakdown of the (fictitious) tender price to be submitted with the tender	39
6.4.3	Qualitative documents to be provided with the tender	39
6.5	Opening of the tenders	39
6.6	Maintaining the tender	39
7	Assessment phase and award decision	40
7.1	General	40
7.2	Award criteria	40
7.3	Additional questions	41
7.4	Abnormally low tender price	41
7.5	Award decision	41
8	Contract award	42
8.1	Bank guarantee	42
8.2	Conclusion of the agreement	42
8.3	Waiting room arrangement	42
9	Other provisions	43
9.1	Selection by sortition	43
9.2	Interim amendment, discontinuation or termination of the tender procedure	43
9.3	Choice of forum legal protection	43
9.4	Continuous compliance	44
9.5	Additional invitation for tender	44
9.6	Withdrawal of tender	45
9.7	Costs of participation in the tender	46
Annex A	Application form	47
Annex B	European Single Procurement Document	50
Annex C	Additional self-declaration	51
Annex D	Model submission form for documents and submitted with a handwritten signature from other natural or legal persons on whom the candidate/tenderer relies	55
Annex E	Details regarding suitability requirements and selection criteria	56
Annex F	Selection criteria	58
Annex G	Tender form	59
Annex H	Model K statement of director regarding legality of registration	60

Annex I	Development of BPQR criteria for the best price-quality ratio	61
Annex J	Declaration on environmental, social and labour law obligations	62
Annex K	Format Breakdown of the tender price	63
Annex L	Third party statement – Reliance on Financial Standing	64
Annex M	Third party statement – Appeal to Technical Competence	65

English Translation – Reference Only

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 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 RDW.

The announcement was submitted for publication to the Publications Office of the European Union (TED) on 25-01-2022.

The procurement procedure concerns a contract for services with contract number 48-1711 Temporary Toll Collection Main service provider (hereafter: MSP).

The tender procedure is described in the tender documents, which include in any case these tender guidelines, the information notices and the reports. The documents required for the tender will be made available to the selected candidates at the start of the tender phase.

An English translation of this guide is offered to assist applicants. However, no rights whatsoever can be derived from the English version. The tendering procedure takes place on the basis of the provisions in the Dutch tender documents.

By submitting an application to participate (registration) and/or a tender, an entrepreneur declares to 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 tenders can only be submitted via TenderNed. Unless expressly stated otherwise, entrepreneurs are not permitted to maintain contacts or to ask questions in the context of this tender procedure other than via TenderNed. To participate in the tender procedure, an entrepreneur must be registered as a user with TenderNed. The "Terms of Use TenderNed" apply.

An entrepreneur is expected to have all the necessary knowledge to be able to correctly go through a tender procedure in TenderNed. For manuals, see:

<https://www.tenderned.nl/cms/voor-ondernemingen/aanmelden-en-inschrijven> or <https://www.tenderned.nl/cms/english>.

1.3 Forfeit of rights

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The tender documents have been compiled with care. Candidates are expected to have a proactive attitude. They are requested to report any ambiguities, contradictions and irregularities in the tender documents via TenderNed as soon as possible, but no later than the latest moment for asking questions in the selection or tendering phase, so that the contracting authority has the opportunity to correct or adjust 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.

If the candidate or tenderer has not drawn in time the contracting authority's attention in the prescribed manner to any ambiguities, contradictions and irregularities, the candidate or tenderer will be inadmissible in any (later) claim against the alleged inaccuracy, lack of clarity or irregularity of the tender. The term mentioned is therefore an expiry term for ambiguities, contradictions and irregularities that could have been known to the candidate on the basis of the tender documents. The candidate or tenderer declares that he agrees with the above forfeit of rights 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 centre 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 and with reasons to which aspect of the tender procedure the complaint relates. A complaint will be handled by competent officials who are not or will not be involved in the present tender procedure. A complaint will be handled as soon as possible and the complainant will be informed accordingly.

In principle, submitting a complaint does not have a suspensive effect and does not affect the fact that a candidate or tenderer must lodge a formal objection or initiate a procedure in good time if and insofar as this is relevant.

1.5 **Justifications in the context of the Public Procurement Act**

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

Given the nature and type of the work, there are no grounds for dividing this project into lots, since the (SME) market forces are not hindered and this avoids the high administrative burden that a division into lots would entail for both entrepreneurs and contracting parties.

1.5.1 *Market consultation*

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A market consultation was held in preparation for this tender. This market consultation was published on www.tenderned.nl on 20 August 2021 (<https://www.tenderned.nl/tenderned-tap/aankondigingen/236302;section=7>).

22 market parties reacted in substance. The responses have helped the contracting authority to align the tender more with what entrepreneurs have to offer.

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2 Assignment description, contract form and planning

2.1 Summary

Currently, the Blankenburg Connection (BBV) is being realised. The realisation of the ViA15 will follow. These infrastructure projects are partly financed by temporary toll collection (TTC), with the Minister of Infrastructure and Water Management acting as toll charger.

In principle, the temporary toll collection applies to all motor vehicles and is designed as a toll charger dominant system. This means that the responsibility for the registration of a passage, the identification of the vehicle classification and the calculation of the charge are assigned to the toll charger. He uses a free-flow system which is in principle based on automatic number plate recognition.

Service providers are used for the collection of the toll and subsequently the payment to the toll charger. The toll charger wants to have as many passages as possible handled via the service providers.

The present contract concerns the contracting of the main service provider (MSP) for temporary toll collection, who will provide, besides EETS and ETS providers (hereafter together "(E)ETS providers") toll services on the basis of a multiple year agreement for the collection and payment of the toll to the toll charger. The purpose of the present contract is to ensure that anyone who wishes to do so, can pay the toll through a service agreement with the MSP, which means that the MSP is obliged to enter into a service agreement with the natural or legal person who requests it ("acceptance obligation"). Because the toll charger has decided that users should be able to pay their toll obligation without extra costs, the service provided by the MSP is free and the MSP is only reimbursed by the toll charger.

In global terms, the MSP's toll services include the following activities:

- entering into and managing the customer relationship with the holder¹;
- collection of tolls from the contracted holder; and
- payment of the toll owed to the toll charger.

2.2 Scope of the contract

2.2.1 Introduction

With the aim to improve the accessibility of the Rotterdam and Arnhem-Nijmegen regions, the Blankenburg connection and the ViA15 are built. The BBV connects the A15 and A20 west of Rotterdam. ViA15 extends the A15 and widens the A12 and A15.

The government considers the realisation of the BBV and ViA15 of great economic importance.

¹ The holder of a vehicle is the person (natural or legal person) in whose name the vehicle is registered in the Dutch or foreign vehicle registry. This holder is the person liable to pay for the toll passage.

A SPA may be concluded with a holder or with a natural or legal person acting on behalf of the holder. Where in these guidelines refer to the holder as the person who has concluded a SPA, this means the person in whose name the vehicle is registered or the person acting on behalf of that person.

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Both projects will solve important bottlenecks in the main road network, which will improve the traffic flow, the reliability of the network and the accessibility of the Rotterdam and Arnhem-Nijmegen regions.

It also contributes to the growth of important economic centres, such as the port of Rotterdam. However, they are capital-intensive projects with completely new routes and structures that could not be financed in the regular way. In order to improve accessibility in the regions concerned, it has therefore been decided to partly finance the projects with toll collection. By means of temporary toll collection, the road user will contribute to the realisation. The policy principles are included in the Explanatory Memorandum to the Temporary Toll Collection Act.⁽²⁾

These infrastructure projects have a toll of € 337 million for the BBV and € 308 million for the ViA15 (price level 2020) to compensate for these shortfalls in the Mobility Fund. In order to make financing through toll collection legally possible on these routes, the Act on Temporary Toll Collection Blankenburg Connection and ViA15 (TTC Act) came into effect in 2016.

On the basis of the EETS Directive Implementation Act⁽³⁾ which came into effect in 2021, the BCR and ViA15 are both designated as EETS areas. Both EETS areas use a toll charger dominant system based on automatic number plate recognition. This means that the toll charger is responsible for determining the toll to be paid for passing motor vehicles, registered with automatic number plate recognition. For the time being, no on-board equipment is used to determine the toll obligation.

The toll collection on the BBV and ViA15 also complies with the various technical and structural conditions set in the EETS Directive Implementation Act. These relate, for example, to the design of the toll system itself and the admission of EETS providers in TTC. In addition, it is possible for so-called ETS providers to offer toll services in both EETS areas. Just like the EETS provider, an ETS provider is a toll service provider as referred to in Article 1 of the EETS Directive Implementation Act, but its services are limited to the toll areas BBV and/or ViA15.

The role of toll charger will be performed by RDW on behalf of the Minister of Infrastructure and the Environment. It has been decided, in line with the provisions of the EETS Directive Implementation Act, to use an MSP in both EETS areas BBV and ViA15.

A holder will be able to pay for his passage directly to the toll charger or via a service provider (the MSP or an (E)ETS provider). As already indicated, the toll charger wants as many passages as possible to be handled via the service providers and wants in any case to be able to start with an MSP to be contracted. The MSP is set up to ensure that all holders who wish to do so, can pay the temporary toll via a service agreement, even if they cannot or do not want to go to (E)ETS providers. At the moment (E)ETS providers are free to refuse customers and it is also uncertain whether there will be any (E)ETS providers at time the moment toll collection starts. In that sense, the role of the MSP is essential and indispensable.

² Act of 2 December 2015, containing rules on the temporary collection of toll for the partial funding of the connection between the A15 at Rozenburg and the A20 between Maassluis and Vlaardingen and the connection of the A15 between interchange Valburg and the A12 at Zevenaar (Act on Temporary Toll Collection Blankenburg connection and ViA15). Lower Chamber, session 2014–2015, 34 189, no. 3

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)

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Paragraph 2.2.4 and the following paragraphs provide an overview of the operation of the TTC system and the intended essential role of the MSP in it. The specific rights and obligations of the MSP in the system are also discussed.

These tender guidelines focus on the services of the MSP, which are the subject of the tender.

The contracting authority also wishes to keep the option open to add the services associated with direct payment of passages to the scope of this contract. After the contract has been awarded, these services, which are currently intended to be assigned to the CJIB, can be added to the scope of this tender as a designated activity⁴, by means of a review clause based on Article 2.163c of the Procurement Act 2012, also in the light of the government plans (see chapter 2.3). Further information about the 'nature, scope and conditions' will be posted on TenderNed shortly.

2.2.2 *ViA15 services as an option*

During the contract period, the principal can use the ViA15 option under conditions as set out in the agreement to be concluded. If the option is used, the MSP will also provide the service for the ViA15. The contract period remains unchanged when the option is used. This means that the services for the BBV and the ViA15 – when used – will be terminated simultaneously (unless the required toll revenue for one of the two connections is achieved during the term of the agreement). In the latter case, the services for the relevant toll route will end earlier.

The ViA15 has been included as an option because at the time of publication on TenderNed no irrevocable route decision was made yet. If the route decision has become irrevocable and the ViA15 is opened (more then) 1.5 years earlier than the expiry date of the agreement, any extension not included, the principal will use the ViA15 option. If the route decision becomes irrevocable and the ViA15 is opened after the aforementioned period, the contracting authority will decide at that time whether or not to use the ViA15 option. The course of the decision on the route is public information and can be followed via:

<https://www.raadvanstate.nl/@124103/stikstofgevolgen-tracebesluit-via15> or through the Multi-Year Program for Infrastructure, Spatial Planning and Transport (MIRT), which includes the ViA15 planning <http://www.mirtoverzicht.nl>.

2.2.3 *Expected traffic flows*

The table below gives an indication of the expected number of vehicle passages per calendar year. These estimates were made using the Rijkswaterstaat traffic model. The annual totals included apply to 2030 (Blankenburg Connection) and 2033 (ViA15) respectively and are based on the WLO-high economic growth scenario⁽⁵⁾. The percentages of Dutch and foreign motor vehicles have been estimated on the basis of registration number investigations⁽⁶⁾. The actual passages may differ considerably from this estimate. Therefore, no rights can be derived in any way from this estimate.

As soon as up-to-date information is available about these vehicle passages, a new estimate will be made available on the basis thereof.

⁴ Named Activities are activities that have been named in the agreement, but which have not yet been precisely determined and for which further requirements can be set, in addition to the specification of the demand and for which the contractor has not stated a price in its (fictitious) tender price. During the contract period, the principal can ask the contractor to make a detailed proposal for the realisation of these activities. The costs of the realisation of these activities are not included in the (fictitious) tender price.

⁵ <https://www.wlo2015.nl/>

⁶ <https://maps.rijkswaterstaat.nl/dataregister/srv/api/records/4djfm8nf-8kug-ve1q-6nrh-mkhpvsrx2014>

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Vehicle passages per calendar year			
	Total	a	B
BBV - passages	22.095.571	21.019.647	1.075.924
Optional: ViA15 – passages	12.679.735	11.476.695	1.203.040
Domestic (NL) motor vehicles (%)		95%	87%
Foreign motor vehicles (%)		5%	13%

A = motor vehicles with a maximum authorised mass of 3,500 kg.

B = motor vehicles with a mass exceeding 3,500 kg.

2.2.4 *Explanation` of the operation of the temporary toll collection*

Toll collection in the EETS areas BBV and ViA15 applies to all motor vehicles as referred to in Article 1, first paragraph, under c, of the 1994 Road Traffic Act (i.e. not only trucks, but also passenger cars and motorcycles). Only in case of an exemption or a dispensation, no toll has to be paid⁷. From the start of the toll collection, the toll tariff depends on the maximum authorised mass of the motor vehicle. The toll tariffs for the BBV and the ViA15 are currently set at:

- € 1,32 for motor vehicles with a maximum authorised mass of 3,500 kg; and
- € 7,94 for motor vehicles with a maximum authorised mass exceeding 3,500 kg.

These prices are shown based on the 2021 price level. The toll tariff is indexed annually with the Gross Government Investments Index, estimated by the CPB.⁸ It should be noted that no turnover tax is due on the toll tariffs.

A holder is obliged to pay the toll tariff when his motor vehicle passes the toll road section of the BBV or ViA15. This is determined by automatic recognition of the number plate, which allows the motor vehicle to pass the toll route without delay (free-flow). The vehicle classification (weight class) and the toll due are then determined by the toll charger. The temporary toll collection is therefore a toll charger dominant system, in which the responsibility for the registration of the passage, the determination of the vehicle class and the calculation of the collection are assigned to the toll charger. To inform holders of the toll obligation, the toll charger uses, among other things, public communication. In addition, traffic signs are placed along the toll roads.

The holder has two options to comply with his toll obligation:

- a) The first option is for the holder to make a **direct payment** to the toll charger. This means that he pays the toll directly to the toll charger via a payment facility of the toll charger, without entering into an agreement with a service provider. This payment facility is intended to be assigned to the CJIB⁹. In that case, the holder has up to 72 hours after passage to pay the toll.

Direct payment is less user-friendly than paying under a service agreement, but offers holders the opportunity to use the BBV and Via A15 without any customer relationship with a service provider.

- b) The second possibility is that for the payment of tolls, the holder (or a natural or legal person acting on behalf of the holder) signs a **service agreement with a**

⁷ Exemption applies to motor vehicles used by Defence or friendly armed forces, and to designated motor vehicles in the event of specified calamities and management and maintenance work. Dispensations may be given for the transport of sick and injured persons; for the transport of a mortal remains; and for police and fire brigade.

⁸ See: [Kerngegevens tabel CEP 2021, maart 2021 \(cpb.nl\)](#) (Core Data Table CEP 2021, march 2021)

⁹ See: chapter 2.2.1

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service provider, whereby future passages are automatically processed and several passages can be invoiced in one go. A service agreement provides more ease of use and prevents fines for the holder. For the holder, payment to the service provider equals payment to the toll charger.

The service provider guarantees the payment of the collection due to the toll charger, regardless of whether their customers have actually already paid the toll to the service provider. This means that the service provider bears the collection risk. Only in case of a suspended or terminated service agreement, the service provider is not responsible for the payment of tolls owed by the holder. It is important here that the service provider immediately informs the toll charger of any newly closed, terminated or suspended service agreement.

The toll charger transfers the received tolls to the Mobility Fund, after which the net proceeds are used to pay the toll statement for the BBV and ViA15 respectively.

2.2.5 *Access to the EETS areas for service providers*

The EETS areas BBV and ViA15 are – through an *open house*-model - accessible to (E)ETS providers. The toll charger exclusively contracts an MSP - through this tender. The toll charger encourages holders to enter into a service agreement with a service provider, because on the one hand this is more convenient for the holder, prevents fines and, on the other hand, it is easier for the toll charger to process this automatically.

Based on EETS legislation, EETS providers are only allowed to offer EETS services on the Dutch market after they have been successfully registered (at an earlier stage) as an EETS provider in the EU/EEA country of residence and after they have successfully completed the accreditation process for the relevant toll domain.

There is no registration requirement for ETS providers, but for these parties, the ETS admission process is substantively the same as the accreditation process of EETS providers. If significant system changes occur at the (E)ETS provider or the toll charger, a (partial) re-accreditation or re-admission is required.

Prior to opening the accreditation process for EETS providers and the admission process for ETS providers, the MSP now to be contracted by the toll charger will go through a connection process equivalent to the accreditation and admission during the implementation phase. This gives the toll charger room to verify and validate the design and operation of the accreditation and admission process.

For EETS and ETS providers, the detailed access conditions will be included in the EETS area statement. After joining the system, the service providers must continue to meet the requirements and conditions set.

2.2.6 *A toll charger dominant system*

TTC is based on the registration of passages by the toll charger using roadside systems at fixed points in the toll routes BBV and ViA15. The classification (for the purpose of determining the tariff category on the basis of maximum authorised mass) is done by the toll charger.

In the matching process, the toll charger assigns the registered passages, in the following order, to:

- a) a dispensation or exemption;

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- b) in the absence of a dispensation of exemption (sub a.): to a service agreement between the holder and a service provider, or;
- c) in the absence of a dispensation or an exemption (under a.) or a service agreement (under b): a direct payment to the toll charger.

If a passage can be assigned to a service agreement (provided that this service agreement is not suspended or terminated), the toll charger forwards these passage lines ("BillingDetails") via an interface, in accordance with ISO 12855, to the service provider. At the end of the day, those passage lines are collected in one claim ("PaymentClaim") through that same interface. This means that the service provider receives the amount to be charged per registration number from the toll charger, as well as the total claim, for the financial settlement between the toll charger and the service provider.

The toll tariff for a passage for which no dispensation or exemption applies and for which no service agreement is known to the toll charger, must be paid directly to the toll charger, via the payment facility that is intended to be assigned to the CJIB¹⁰. If in such a situation no (full) payment has been made via the CJIB in 72 hours, a reminder will be sent to the holder and – if this reminder is not paid – an administrative fine.

In the TTC system, therefore, only the toll charger determines which holder owes which toll tariff. The service providers (including the MSP) are mainly involved in collecting the toll and taking care of customer contact with the holders. In this context, the service provider is also obliged to set up a complaints procedure, where a service agreement holder can submit a complaint, in particular about disputed invoiced passages. For this purpose, the service provider has access to the passage data, including images, from the toll charger and may show these to the holder.

The service providers do not supply on-board equipment to holders with whom a service agreement is signed. Insofar as EETS providers have already supplied on-board equipment to holders with whom they have signed a service agreement, the toll charger will in principle not make use of this.

In the figure below, 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 roughly the scope of this contract. N.B. this figure is an overview that serves to illustrate the system. It is not a complete representation of the system.

¹⁰ See: chapter 2.2.1

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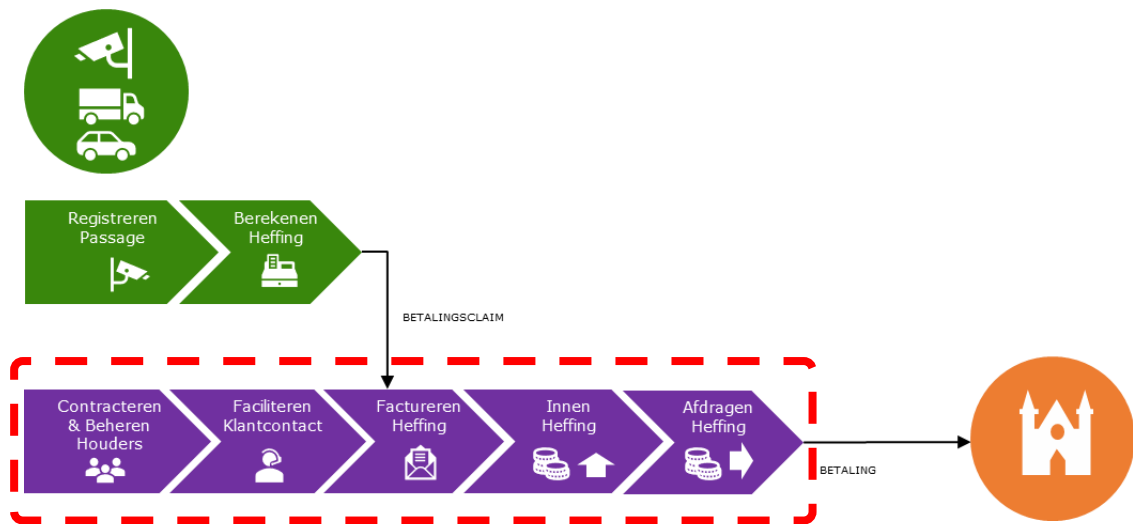


Figure 1: Overview part of the TTC toll system

Various situations are conceivable in which certain users cannot or do not want to join the (E)ETS providers:

- The (E)ETS providers are free to refuse users, or they can impose certain requirements on their users that not everyone can or wants to meet.
- Users may have reasons not to want to join an (E)ETS provider, for example because of any additional costs that this entails. After all, these toll service providers are allowed to charge users a fee for their services.
- It is uncertain whether any (E)ETS providers will be active at the start of TTC.

In contrast to the (E)ETS providers, the MSP is not admitted via an open house model. It is a dedicated service, organised by the government, that will be established via this contract to the market. In this context, the toll charger also strives to create as little competition as possible between the MSP and the other service providers. The obligations (and limitations) of the MSP are partly aimed at this.

2.2.7

MSP contract description

(i) Obligations of the MSP

In terms of toll collection, the MSP performs, in terms of functionality, the same tasks as the (E)ETS providers, supplemented with a number of specific obligations related to its special status. The main duties of the MSP can be summarised as follows:

1) Managing customer relations with the holders:

- The MSP enters into service agreements with holders (or a natural or legal person acting on behalf of the holder) and is responsible for the subsequent management of the customer relationship. The content of the service agreement between the MSP and the holders is determined at least in outline by the toll charger, including the conditions under which the MSP may suspend and/or terminate the service agreement.
- The MSP has an acceptance obligation, and is therefore not allowed to refuse holders as customers. Various measures have been put in place to limit the possible debtor risk that this may entail (see paragraph 2.2.8).
- The MSP signs a legally valid service agreement with the holder (or with the person acting on behalf of the holder) as a natural or legal person. To achieve this, the MSP is allowed to request the necessary documents from the holder.

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- The MSP is not permitted to charge its customers a fee or so-called service fee for its services. There are only limited exceptions to the free service, in particular in cases where additional costs are incurred through the agency of the holder.
- The MSP must set up a high-quality customer contact centre that meets the minimum requirements imposed by the toll charger.
- When concluding the service agreement, the MSP is expected to inform existing and new customers about the practical conditions and about its own services, via a website, among other things. The toll charger is responsible for public-wide communication about the temporary toll collection.

2) Collection of tolls from the holders:

- The MSP is responsible for collecting the tolls from the holders. By paying the tolls to the MSP, the holders fulfil their payment obligation towards the toll charger.
- The MSP is not allowed to accept cash payments.

3) Ensuring that the toll owed by the holders is paid to the toll charger:

- The MSP must pay the tolls owed to the toll charger within a predetermined time, regardless of whether the MSP itself has already received payment of those tolls from its holders. This means that the MSP bears the collection risk as the other toll service providers do, and that he is obliged to pay any payment claim he receives from the toll charger, as long as the toll charger has registered the relevant service agreement as the applicable agreement.
- Like (E)ETS providers, the MSP is obliged to enable cashless payments by contracted holders. In this context, the MSP is permitted to allow holders to keep a balance as a threshold amount on their service agreement (prepaid), which can be topped up, for example, via direct debit. In addition, the MSP must also accept credit or fuel cards as a means of payment. The costs involved with these means of payment must be discounted in the offer.
- The tolls are collected by the MSP on an escrow account, to be established and managed by the MSP under conditions imposed by the toll charger.

(ii) Specific limitations for the MSP compared to the (E)ETS providers

Mainly with a view to avoiding unwanted competition between the MSP and the other toll service providers, the MSP is subject to a number of specific restrictions related to its service to holders and any contracts with partners:

- The MSP under the agreement must be a Special Project Company (SPC). The agreement will be signed with this SPC. In addition, this SPC carries out the function of MSP under a brand name that does not refer to its shareholders, subcontractors or partners. The following entities may apply as candidates:
 - a) the SPC, if it has already been established, or – if the SPC has not yet been established;
 - b) one or more (legal) persons (partnership), acting on behalf of the SPC in formation.

If in the case referred to under (b) two or more legal entities (partnership) apply, acting on behalf of the SPC in formation, one of them must be designated as coordinator. In all matters relating to this tender procedure, the coordinator must be able to validly represent the other legal entities that have registered as acting on behalf of the SPC in formation. The candidate warrants this power of attorney to the contracting authority.

In the case referred to under (b), the SPC must be established no later than the day before the agreement is signed and, also no later than that day, the SPC must have approved the legal acts performed on its behalf by the (legal) person(s) referred to under (b). The contracting authority must - without a request to that effect - receive

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copies of supporting documents proving said formation and approval immediately after such formation and approval.

Other requirements for the SPC that will be further elaborated after the selection phase:

- 1) the SPC must be a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid* / B.V.) under Dutch law;
 - 2) the SPC may not perform any other duties and activities in addition to performing the duties and activities as an MSP;
 - 3) a joint and several liability/group guarantee is requested from the shareholder(s) of the SPC for the fulfilment of the obligations of the SPC towards the contracting authority, whereby it is required that the relevant guarantor(s) must be able to meet the suitability requirements regarding financial standing;
 - 4) the agreement to be concluded will include an arrangement regarding a possible transfer of shares in the SPC to both the State of the Netherlands and to RDW as an independent legal entity at the end of the agreement or upon premature termination thereof.
- The MSP is not permitted to provide additional services (*value added services*) to holders in addition to its toll services. This also means that the MSP may not mix the services of a credit card company or fuel card provider with the toll services. A credit card or fuel card may only be used as a means of payment. The MSP is also entitled to use other (less) common payment methods, such as PayPal.
- The costs of these payment methods are for the account of the MSP and may be charged to the holder who wishes to use them. For the rest, however, the MSP must offer its services to the holders free of charge so that the holders can pay their toll automatically in a user-friendly manner.
- Contracts with partners may not provide for any form of resale of the services provided by the MSP itself, whether or not under that partner's brand name. A direct service agreement must be established between the holder and the MSP at all times.
 - The MSP is not permitted to make exclusive agreements with providers of fuel/fleet cards or intermediaries in the context of this tender procedure.
 - In addition, the MSP provides security for the fulfilment of its obligations in the form of a toll revenue guarantee to the toll charger. This is an abstract, immediately callable (bank) guarantee.

(iii) MSP fee¹¹

After the service performed, the MSP receives from the toll charger :

- 1) a one-off fixed remuneration for work performed during the implementation phase; and
- 2) periodic fixed and variable remuneration for work performed during the operational phase.

This periodic remuneration consists of:

- a fixed annual remuneration that does not depend on the number of motor vehicle passes and relates to operational and operating costs; and
- a variable remuneration of 2.5% on the tolls paid.

¹¹ Article 7.3 of the EETS Directive requires that the methodology for calculating the remuneration of EETS providers and of the MSP of comparable services follows the same structure. Differences in the amount of compensation for comparable services are allowed to a limited extent, mainly because of the specific obligations and requirements imposed on the MSP.

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Both the one-off fixed remuneration and the periodic fixed remuneration will be part of the award criterion 'price' in the tender phase as a bid item. ¹².

2.2.8 *Risks specific to the MSP and mitigation measures*

(i) Acceptance obligation and debtor risk

As stated above, the MSP is obligated to offer a service agreement to any holder who requests it. This results in a debtor risk. The MSP's debtor risk is primarily mitigated by the MSP's ability to require guaranteed means of payment from its customers. If the MSP is confronted with the loss of a (guaranteed) payment method or with non-payment, and the customer has not remedied this despite timely warnings, he can suspend the service agreement with that customer until he has a (guaranteed) payment method again.

If the MSP decides to suspend the service agreement with its customer in accordance with the conditions set out in the agreement with the toll charger, it must notify the toll charger without delay. After immediate confirmation of receipt ¹³ of the notification by the toll charger, the toll charger will no longer send a payment claim to the MSP for the relevant registration plate for passages made after the time of confirmation. This means that the MSP will no longer be held liable for the payment of tolls related to passages registered for that same holder after this notification. The holder must pay these passages directly to the toll charger. In all other cases, the MSP is obliged to pay the (previous) payment claims of the toll charger and must ensure that the toll is paid by the holder with whom it has signed a service agreement.

(ii) Volume risk

Although estimates have been made by the toll charger (see paragraph 2.2.3) it is not possible to predict how many passages will actually take place on the relevant infrastructure (BBV and ViA15).

Moreover, it is uncertain whether and if so what share of the passages will be served by the (E)ETS providers and what share will be paid through direct payments. The toll charger ensures that communication about the option of direct payment is set up as efficiently as possible and therefore overlaps as little as possible with the services provided by the MSP. Holders who use the BBV or the ViA15 several times in a short period and/or want to be sure that they do not risk fines (for example because they forgot to pay after a passage) will experience more ease of use when they deal with this toll obligation via a service agreement with a service provider instead of paying directly to the toll charger.

Finally, the Dutch government is currently also working on the introduction of the Truck Tax (TT), which will exist in parallel with the Temporary Toll Collection. Unlike TTC, TT is a service provider-dominant system. This means that for TT, the service provider is responsible for both the registration and collection of the kilometres driven.

After the start of the TT, all truck owners must therefore have a service agreement with an EETS provider or with the MSP for TT. For TT, truck owners are obliged to use on-board equipment to use the Dutch road network with their truck.

The MSP for TT will not be allowed to offer toll services in EETS areas of the BBV and ViA15 and vice versa, the MSP as SPC for TTC will not be allowed to offer toll services in EETS areas of the TT. This means that customers of the MSP TT using the BBV or ViA15 must either pay

¹² Up to the stated ceiling price (see chapter 7.2)

¹³ for instance as an automatically generated e-mail

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for this passage through direct payment to the toll charger, or have a separate agreement with the MSP for TTC or an EETS or ETS provider specifically for TTC services. Nevertheless, it cannot be ruled out that the introduction of TT will lead to a greater presence of EETS providers who will serve all EETS areas in the Netherlands in accordance with EETS legislation, and who may take customers (freight) away from the MSP for TTC.

The MSP is exposed to volume risks. These volume risks must be mitigated within the foreseen MSP fee structure (see paragraph 2.2.7 (iii)).

2.2.9 *Phases of the contract*

The contract for the MSP is divided into three phases:

- Implementation phase
During the implementation phase, the contractor must prepare, deliver and implement the service in a timely manner, in such a way that it can be accepted by the toll charger in time. The implementation phase starts with the conclusion of the agreement with the toll charger and ends with acceptance.
The MSP will be required to have its services ready some time prior to the start of the temporary toll collection (operational phase).
- Operational phase
During the operational phase, the contractor must continuously provide, manage, maintain and further develop the service provision, in such a way that it permanently complies with the provisions of the agreement.
- Exit phase
Prior to the expiry of the agreement with the toll charger, the contractor must do everything that is reasonably necessary to ensure that any new MSP and/or the toll charger itself can take over the MSP services without any hindrance. The contractor remains responsible for ensuring that the services continue to comply with the provisions of the agreement up to and including the end date of the agreement.

2.3 **Contract form and effective term**

The service agreement will start with the implementation phase after the contract award (planned date Q3 2022). The required maximum throughput time of the implementation phase cannot be determined exactly at the moment and depends on the moment of opening of the BBV (planned date Q4 2024) and the start of the toll collection for the BBV.

From the start of the toll collection BBV (operational phase), the agreement has a maximum term of five years, with the option of unilaterally extending maximum two years each (i.e. maximum 4 years). The use of the ViA15 option does not affect the contract period.

The duration has been set at five years from the start of the operational phase (planned date Q4 2024), given the following coalition agreement, published on 15 December:

[Coalitieakkoord 'Omzien naar elkaar, vooruitkijken naar de toekomst' \(Coalition agreement 'Looking after each other, looking ahead to the future' | Publicatie | Kabinetsformatie \(kabinetsformatie2021.nl\)\).](#)

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On page 10 it is stated, among other things, that "Pay as you go" will be introduced in 2030 and that this collection will then replace the still existing toll routes.

Therefore, the contracting authority will draft the agreement to be concluded with the MSP in such a way that it does not interfere with the introduction of "Pay as you go".

If "Pay as you go" is introduced within the contract period from the start of the operational phase of five years, the financial disadvantage for the MSP will be compensated.

If "Pay as you go" is introduced after the period from the start of the five years' operational phase, the contracting authority is entitled to decide to make use of a first or a second extension option.

If the required toll revenue is obtained for one of the two connections during the contract period, the service for that connection will be terminated, in accordance with the current TTC act.

2.4 Assessment of the contract value

The contracting authority has made its estimations on the basis of benchmark information (of activities that are comparable in nature and type) and key figures (including operational and running costs, in addition to the ability to cash in on risks).

The projected value of this contract is in a range of €15-30 million, excluding sales tax, as the sum of the one-off fixed fee and all periodic fixed and variable fees during the period of five years from the start of the operational phase and excluding the two (2) two-year extension options.

The delta is mainly caused by uncertainties about:

- the number of passages;
- the MSP market share;
- delivery dates of BBV/ViA15; and
- the extent to which entrepreneurs already have operational management suitable for MSP services.

It is stressed that the projected value is an estimated contract value. Therefore, no rights can be derived from this estimate.

2.5 Planning

The indicative schedule below applies to the tender procedure:

Activity	Data in 2022
Application phase	
Sending announcement TED and then publication on www.tenderned.nl	25 Jan.
Deadline for submission of requests for further information	4 March
Publication of information notice regarding application phase	10 March
Deadline for receipt of applications to participate	24 March
Selection phase	

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Opening of the digital safe in TenderNed with applications to participate	28 March
Sending notification of selection decision (exclusion, rejection and/or invitation)	8 April
Deadline for submitting an objection to the selection decision	19 April
Tender phase	
Sending the call for tender and the documents required for registration. Partly because of the confidential nature of some of the information, these documents are only shared with the selected candidates.	20 April
Visit on site BBV (optional)	-
Deadline to submit request for further individual information	23 May
Deadline for submission of requests for further information	25 May
Publication of information notice regarding the tender phase	13 June
Deadline for receipt of the tenders	7 July
Assessment phase	
Opening digital safe in TenderNed with tenders	8 July
Communicate award decision	8 August
Deadline for legal protection period	30 August
The contract will be sent	31 August

No rights can be derived from the above planning. The contracting authority will make every effort to comply with the planning and expressly reserves the right to change the planning, about which the candidates/tenderers will be informed via "announcements TenderNed".

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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. An 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 articles 3.13.11 and 3.13.12 of the ARW 2016.
If the application to participate is made by a partnership of entrepreneurs (consortium), the partnership will be excluded from participating in the tender procedure if one or more of the entrepreneurs find themselves in one or more of these circumstances, insofar as this does not conflict with the principles of equality and proportionality and European case law allows this room.
2. If it turns out that another natural or legal person, whom the entrepreneur 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 natural or legal person 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 five (5) working days of a request to that effect from the contracting authority sent via TenderNed, "Messages".
4. If the contracting authority has indications that an entrepreneur 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, but the contracting authority has insufficient information available to substantiate exclusion of that entrepreneur 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 entrepreneur about whom advice has been requested, will be informed by the contracting authority about the content of that advice via TenderNed, "Messages" The provisions of this paragraph apply mutatis mutandis to entrepreneurs in a partnership of entrepreneurs (consortium) or other natural or legal persons referred to in paragraph 2..

3.2 Suitability Requirements

1. Without prejudice to the provisions of paragraphs 3.1, 3.6, 4.3, 4.4 and 4.5 only an entrepreneur 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 requirements are set with regard to financial and economic standing

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a. Continuity and financial standing:

The entrepreneur must declare that he has sufficient financial and economic standing to execute the contract without any continuity risks for the principal.

The entrepreneur 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 entrepreneur who is not obliged to file his annual accounts must declare with substantiation 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 entrepreneur to submit an accountant and/or bank statement confirming that the entrepreneur has sufficient financial and economic standing to be able to carry out the assignment without any continuity risks for the principal.

If the application to participate is made by a partnership of entrepreneurs (consortium), the coordinator must demonstrate on behalf of the partnership of entrepreneurs that they meet this suitability requirement.

3. With regard to technical competence the following three suitability requirements are set:

b. In the period of seven years prior to the final date for receipt of the requests to participate, the entrepreneur has acquired and gained experience in managing a financial management system with the main processes invoicing and collection of at least 50.000 invoices a year, and in the efficient and effective administrative follow-up of at least 25,000 customers.

The entrepreneur must be or have been ultimately responsible for managing the aforementioned financial management system. The contract has been carried out professionally and regularly for the own organisation (in-house or via outsourcing) and/or for third parties.

c. In the period of seven years prior to the final date for receipt of the requests to participate, the entrepreneur has acquired and gained experience in facilitating and setting up a customer contact centre whose main processes are the handling of customer management, complaint handling and communication regarding informational questions with support in Dutch and English. The minimum volume of the number of customer contacts is 10,000 per year. The contract has been carried out professionally and regularly for the own organisation (in-house or via outsourcing) and/or for third parties.

d. The entrepreneur has a quality management system and information security system that meets the requirements as set out in the ISO 9001 standard or an equivalent standard. If the application to participate is made by a partnership of entrepreneurs (consortium), all entrepreneurs must be able to demonstrate that they meet this suitability requirement.

4. By submitting Annex B 'European Single Procurement Document', the candidate declares that at the time of submitting the application to participate he has the competence described in suitability requirement 3b and 3c. The candidate demonstrates his

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compliance with suitability requirements 3b and 3c 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 (1) year. Competence can only be demonstrated with activities that have already been performed in the stated period.

5. By submitting Annex B 'European Single Procurement Document', the candidate declares that at the time of submitting the application to participate he has the competence described in suitability requirement 3d. 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 entrepreneur complies with the ISO 9001 standard;
 - an equivalent (or better) valid certificate issued by a competent authority; or
 - a description of its own quality management system and information security from which it appears, in the opinion of the contracting authority, that the candidate meets the requirements set out in the ISO 9001 standard or an equivalent certificate.

3.3

Selection criteria

The contracting authority has drawn up selection criteria for the selection of entrepreneurs. The selection criteria, including the assessment framework and the maximum number of points, are shown in the tables below.

The candidate demonstrates his competence with one reference contract for each of the selection criteria SC1 up to SC5, which contract the candidate has carried out for third parties or for his own organisation 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 be an ongoing contract. Competence can only be demonstrated with activities that have already been performed in the stated period. .. A reference may be used for several selection criteria.

SC1 – Customer management
<u>Objective of the contracting authority</u> The candidate is competent in excellent (inter)national customer relationship services via a customer contact centre and the effective organisation and facilitation of customer management. <u>Development</u> The candidate fills in Annex E (reference table) and provides in the answers in any case: • a description of the customer contact centre, including: ○ a description of the back office organisation; ○ the (European) languages in which customers can be helped; ○ the number of staff members; ○ the method of customer satisfaction measurement and registration; • a description of the customer management work processes; and • a description of the work processes of complaint handling.

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Assessment framework

The candidate's answer is assessed on the extent to which the reference contract demonstrates that the candidate has the requested competence. In all cases, attention is paid to the extent to which:

- customer management is organised efficiently and effectively;
- the organisation is able to deal in a flexible way with fluctuations in business pressure;
- the complaint handling is organised efficiently and effectively;
- customers can be served in other languages besides Dutch (the more languages, the better);
- the number of employees – converted into full-time equivalent (FTE) – is shown (the more FTE, the better);
- customer satisfaction can be determined, for instance by the use of a dashboard.

Maximum number of points

35

SC2 – Acceptance of fuel and fleet cards as a means of payment

Objective of the contracting authority

The candidate is skilled in accepting and processing payments by means of fuel and fleet cards.

Development

The candidate fills in Annex E (reference table) and provides in the answers in any case:

- a description of the project, the role and the percentage of payments through fuel and fleet cards;
- a description of the (contractual) cooperation with providers of these payment methods (including, if applicable, the use of intermediaries);
- a list of the types of fuel and fleet cards accepted as means of payment (the more the better); and
- a description of the complexity, points for attention and risks, including the applied mitigating measures, when accepting payments by means of fuel and fleet cards.

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 description showing that these means of payment have actually been used;
- the description demonstrating efficient and effective (contractual) cooperation regarding payments via fuel and fleet cards; and
- the management of the described complexity, points for attention and risks associated with payments by means of fuel and fleet cards.

Maximum number of points

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30

SC3 – Processing and collecting high volume transactions with small amounts

Objective of the contracting authority

The candidate is skilled in processing financial transactions with small amounts and high volumes, including, for example, parking and tolls.

Development

The candidate fills in Annex E (reference table) and provides in the answers in any case:

- a description of the project and the activities performed by the candidate; and
- the number of financial transactions per year and the average financial size of these transactions.

Assessment framework

The candidate's answer is assessed on the extent to which the reference contract demonstrates that the candidate has the requested competence. In all cases, attention is paid to the extent to which:

- the candidate shows that they are able to process small amounts and high volumes efficiently and (cost) effectively; and
- the processing process is made plausible in a logical and explainable manner.

Maximum number of points

20

SC4 – Verification of natural and legal persons

Objective of the contracting authority

The candidate is proficient in automated (and, *in exceptional cases*, manual) verification of the competence of natural and legal persons wishing to conclude an agreement.

Development

The candidate fills in Annex E (reference table) and provides in the answers in any case:

- a description of the work process used for verifying information from natural and legal persons (both national and international);
- a description of the measures that limit the need for manual verification; and
- a description of the identified risks and the applied mitigating measures.

Assessment framework

The candidate's answer is assessed on the extent to which the reference contract demonstrates that the candidate has the requested competence.

In all cases, attention is paid to the extent to which:

- the candidate demonstrates that the method and process steps used are logical and explainable;
- the work process is organised efficiently and effectively;

English Translation – Reference Only

- the risks related to verification have been identified and appropriate control measures have been applied; and
- the verified information also includes information from other countries.

Maximum number of points

10

SC5 – Credit management

Objective of the contracting authority

The candidate is skilled in efficient and effective credit management.

Development

The candidate fills in Annex E (reference table) and provides in the answers in any case:

- a description of the credit management process and the activities performed for that purpose; and
- a description of the control measures to limit the debtor risks.

Assessment framework

The candidate's answer is assessed on the extent to which the reference contract demonstrates that the candidate has the requested competence. In all cases, attention is paid to the extent to which:

- the financial risks are described in a logical and accountable manner;
- the deployment and costs of the process used were proportional to the financial risks (effective management); and
- the application of activities and mitigating measures has resulted in effective management of the debtor risk.

Maximum number of points

5

Scoring methodology

The contracting authority carries out its assessment on the basis of the aspects stated in the assessment framework for each selection criterion. The contracting authority takes 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.

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Rating and marking	Substantiation:
10 <u>Excellent</u> (most appropriate competence)	- The candidate has provided an answer which shows that his experience is an <u>excellent</u> match for the requested competence; and - The candidate has demonstrated its competence with a reference contract that is comparable in all aspects requested to the present contract and that is more extensive or more complex.
8 <u>Good</u> (very appropriate competence)	- The Candidate has provided an answer which shows that his experience corresponds <u>well</u> with the requested competence; and - The candidate has demonstrated its competence with a reference contract that is very similar to the present contract, but <u>not in all</u> requested aspects, and that is more extensive or more complex.
6 <u>Sufficient</u> (appropriate competence)	- The Candidate has provided an answer which shows that his experience corresponds <u>sufficiently</u> with the requested competence; and - The candidate has demonstrated its competence with a reference contract that is <u>less</u> extensive and/or complex in several of the requested aspects than the present contract.
4 <u>Fair</u> (little appropriate competence)	- The Candidate has provided an answer which shows that his experience corresponds <u>little</u> with the requested competence; and - The candidate has demonstrated its competence with a reference contract that is similar to one of the requested aspects and that is <u>less</u> extensive and/or complex than the present contract.
2 <u>Poor</u> (very little appropriate competence)	- The candidate has provided an answer which shows that his experience corresponds <u>very little</u> with the requested competence; and - The candidate has demonstrated its competence with a reference contract that is not similar to any of the requested aspects and that is considerably <u>less</u> extensive and/or complex than the present contract.
0 <u>No answer or a competence that does not match</u> (no competence or no relevant competence)	- The candidate <u>did not provide an answer</u> ; or - The candidate has demonstrated his competence with a reference contract which shows that his experience <u>does not match</u> the requested competence;

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

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Rating	Score per selection criterion as a percentage of the maximum number of points
10	100%
8	70%
6	45%
4	25%
2	10%
0	0%

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 registration, without any rounding. To arrive at the total score of the registration, all points are added up.

In the first instance, all received applications are checked for correctness and completeness by the RDW tender committee. Incorrect and/or incomplete applications will not be submitted to the assessment committee. The RDW assessment committee is responsible for the substantive assessment.

This committee consists of specialists from various business units relevant to the assessment. The assessment committee assesses the applications received with regard to the selection criteria.

During a plenary session, the assessors agree, based on consensus, on a score to be awarded on each selection criterion, making a choice only from the scores in the table above.

3.4 Attribution of technical competence

Without prejudice to paragraph 3.6, an entrepreneur can only attribute technical competence in the context of the suitability requirements and/or selection criteria if and insofar as the entrepreneur 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 (5) calendar days after the entrepreneur receives a request to that effect via TenderNed, "Messages", the entrepreneur provides the contracting authority evidence, showing that the data with regard to the financial standing and technical competence as stated in the application to participate (annex E), with which the entrepreneur aims to meet the suitability requirements and/or the selection criteria, are rendered correctly. The contracting authority is entitled to inquire with the principal(s) of a reference contract.

3.6 Recourse to another natural or legal person

1. In order to meet the suitability requirements and/or the selection criteria, an entrepreneur can rely on the financial and economic standing and the technical competence of other natural or legal persons. In that case, the entrepreneur must:

English Translation – Reference Only

- a. demonstrate to the contracting authority that he can actually and irrevocably dispose of the resources that are necessary/requested for the execution of the contract and that are made available by the other natural or legal persons;
 - b. actually and irrevocably deploy those other natural or legal persons in the execution of the contract for the elements covered by the technical competence and/or financial and economic standing. If the contract is granted to the entrepreneur, he is obliged to deploy the persons mentioned above.
2. An entrepreneur relying on the financial standing of another natural or legal person must submit annex L 'Third party statement – Reliance on Financial Standing' with his registration.
3. An entrepreneur who invokes the Financial Capacity of other natural or legal persons must submit annex M 'Third party statement – Appeal to Technical Competence' with his registration.

3.7 Inside Information and Conflicts of Interest

1. Every entrepreneur or every other natural or legal person, on whom the entrepreneur relies to meet the suitability requirements and/or the selection criteria, must indicate in annex C "Additional self-declaration" whether they are or have been involved in the preparation of the contract and whether there are conflicting interests that could have a negative influence on the execution of the contract. Any involvement in the preparation of the assignment is presumed to be inside information and/or a conflict of interest.
2. The contracting authority gives the entrepreneur the opportunity, within two working days of a request to that effect received via TenderNed, "Messages", to rebut the presumption referred to in paragraph 1 and to demonstrate that the fair competition is not harmed by the (previous) involvement, to the satisfaction of the contracting authority. An entrepreneur can be excluded from participating in the tender procedure if the presumption referred to in paragraph 1 is not rebutted or if there are conflicting interests that could have a negative influence on the execution of the contract.

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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 registration will be provided in the manner as stated in paragraph 4.2. An entrepreneur who believes that the grounds for exclusion referred to in these tender guidelines do not apply to him and who believes that he meets 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 whether no grounds for exclusion apply to the candidate and whether he meets 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

Further information about the tendering procedure and the documents relevant to the registration can be requested up to the dates set in the planning in paragraph 2.1 at the latest, by using TenderNed's "Questions and answers". Questions must be formulated in clear language, with a reference to the part of the tender documents to which the question is referring to. Questions will be answered by the contracting authority as soon as possible via TenderNed. An information memorandum will be drawn up by the contracting authority for the information provided that serves to clarify, supplement or amend the tender documents. This memorandum will be published on TenderNed no later than six days before the final date for receipt of the applications to participate.

4.3 Method of registration

1. Natural or legal persons and companies may only register once – whether or not in combination with other natural or legal persons and companies – as a candidate. A natural or legal person 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. The provisions of the previous two sentences do not apply to providers of fuel and fleet cards. For the purposes of this provision, natural or legal persons and companies are considered to be one legal person 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 are affiliated with each other in legal forms under foreign law comparable to sub a or sub b.
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 candidate must provide a translation of such documents on request.

English Translation – Reference Only

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 2.5 for the latest date for the reception of 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⁽¹⁴⁾. 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 natural or legal persons relied on by the candidate may be provided with a handwritten signature instead of a qualified electronic signature by these other natural or legal persons, 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 other natural or legal persons on who the candidate/tenderer relies, which is 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 and on behalf of the State of the Netherlands, the Ministry of
Infrastructure and Water Management (I&W))
Finance & Control, stating contract number 48-1711
attn. of purchasing department - Mr. Sybolt Jaarsma
P.O. Box 30.000
9640 RA Veendam

4.4 Registration as a candidate by a partnership of entrepreneurs (consortium)

1. Registration as a candidate by a partnership of entrepreneurs (consortium) is permitted if two or more legal entities participate in the required SPC in formation. If two or more legal entities that register acting on behalf of the SPC in formation, one of them must be designated as coordinator (see annex A application form and the provisions of chapter 2.2.4). The coordinator must be able to validly represent the other legal entities that have registered as acting on behalf of the SPC in formation in all matters relating to this tender procedure. The candidate warrants this power to the contracting authority.
2. If the contracting authority suspects that the number of companies in a partnership of entrepreneurs (consortium) is disproportionately large, in view of the Competition Act,

¹⁴ 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.

English Translation – Reference Only

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 an entrepreneur 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.
4. The provisions of paragraph 3 only apply if the participation of an entrepreneur for less than 10% is expressly stated at the time of tender on the tender form and provided that 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/registration 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 to participate is submitted by a partnership of entrepreneurs (consortium), both self-declarations must be submitted by each entrepreneur 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 natural or legal person 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 to participate:
 - a. of any other natural or legal person: a European Single Procurement Document in which Sections A and B of Part II are completed and Part III in full, as well as the Additional Self-declaration which is attached as Annex C. Each other natural or legal person must state his 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 natural or legal person insofar as the candidate relies on the suitability of the natural or legal person 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 natural or legal person insofar as the candidate relies on the suitability of the relevant natural or legal person;

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4. The candidate must attach to his application to participate 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 contracts 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 that 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 may be completed only 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 sets a time period within which the defect must be rectified. The grant of a remedy is at the sole discretion of the contracting authority.

4.6

Additional questions

The contracting authority reserves the right to ask questions (for verification purposes) to clarify the candidate's registration or to request supporting documents/statements to verify if the registration is correct.

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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 do not need to be 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). The candidate with the highest score according to this method, is invited. When those scores are also equal, the score on the most heavily weighted selection criterion is used. Only in case of completely equal scores on all selection criteria, the draw procedure in accordance with paragraph 9.1 will be followed for the equally scoring candidates (for objection, see paragraph 9.3, choice of forum and legal protection period).

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 2.2, 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 1.4 3 (Central Complaints Centre) and paragraph 9.3 (choice of forum for legal protection period).

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6 Tender phase

This chapter 6, tender phase, is a draft and has been included as a non-binding annex for information purposes as far as permitted by law. 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 in paragraph 2.5, including at least:
the draft contract, including annexes of which the Schedule of Requirements (tender specification requirements and tender specification process).

6.1 Description of the procedure in the tender phase

The tender phase goes 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 paragraphs below.

6.2 Further information

6.2.1 *On-site inspection*

An inspection may be organized to view the situation on site at the Blankenburg connection. No information will be provided during the inspection.

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

Further information about this tender guidelines, the contract documents and the other tender documents can be requested via TenderNed by using "Questions and answers". Questions must be formulated in clear language, with a reference to the part of the tender documents to which the question is referring to.

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

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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 2.1 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 2014¹⁵. 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 natural or legal persons relied on by the tenderer may be provided with a handwritten signature instead of a qualified electronic signature by these other natural or legal persons, in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014. In that case, the tenderer 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 tenderer 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))

Finance & Control, stating contract number 48-1711
attn. of purchasing department - Mr. Sybolt Jaarsma
P.O. Box 30.000
9640 RA Veendam

¹⁵ 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.

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6.3.2 *Tender variants*

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

6.3.3 *Authorisation to submit a tender*

1. Within two (2) working days of a request to that effect received from the contracting authority, via TenderNed, "Messages", the tenderer must provide (a copy of) 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 entrepreneurs (consortium), the documents referred to under paragraph 2 must be submitted by each entrepreneur individually.
3. If the tenderer 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 entrepreneurs (consortium)*

A candidate invited to tender is not allowed to submit a tender as a partnership of entrepreneurs (consortium), unless the candidates have been invited to tender jointly (as a partnership of entrepreneurs (consortium)). Limited changes may be allowed, at the sole discretion of the contracting authority.

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 tenderer must enclose a statement in his tender as referred to in article 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 tenderer as described in paragraph 6.3.3.
3. The tenderer 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 his tender, he has taken account of the obligations in the field of environmental, social and labour law under European Union law, national law, collective labour 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 submitted by a partnership of entrepreneurs (consortium), this statement must be submitted by each entrepreneur 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

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contracting authority sets a time period within which the defect must be rectified. The granting of a remedy is at the sole discretion of the Contracting Authority.

6.4.2 *Breakdown of the (fictitious) tender price to be submitted with the tender*

The tenderer must provide with his tender a specification of the amount of the tender (fictitious 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 Breakdown of the tender price' is made available at the start of the registration phase.

The amounts to be withdrawn must be in reasonable proportion to the nature and scope of the work to be performed, must be logical and accountable.

6.4.3 *Qualitative documents to be provided with the tender*

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

- Process and System Design
- Implementation Plan
- Operational plan
- Response Performance
- Response Corporate Social Responsibility

All documents to be provided as listed in this paragraph 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 2.5 for the date on which the tenders will be opened.
2. The contracting authority establishes, 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 his tender for 90 days after the closing date for receipt of tenders.

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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 insofar permitted by law. 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 take place on the basis of the award criterion 'Most Economically Advantageous Tender with the best price-quality ratio' (MEAT-BPQR).

7.2 Award criteria

The contract will be awarded to the tenderer who has submitted the tender with the best price-quality ratio (BPQR), provided that the tenderer does not have to be excluded from contracting.

The award criteria to be fleshed out further 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: Process and System Design
 KSG2: Implementation Plan
 KSG3: Operational plan
 KSG4: Performance
 KSG5: Corporate Social Responsibility

For price as the award criterion, Annex K is used to request a (fictitious) tender price over the contract period. This (fictitious) tender price is necessary to be able to compare the tenders with each other. It is not a contract price.

The (fictitious) tender price is capped at € 30,000,000.- exclusive of VAT.

The tenderer is not permitted to offer a price higher than the capped price set by the contracting authority.

If the tenderer nevertheless offers a higher (fictitious) tender price, the tenderer will not be eligible for award.

The assessment of the tenders and the final contract award will take place on the basis of the award criterion 'Most Economically Advantageous Tender with the best price-quality ratio' (MEAT-BPQR).

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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 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 BPQR tender and who does not need to be excluded from contracting, 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 contract upon expiry of the legal protection period.

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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 electronic notification of the contracting authority's award decision. The bank guarantee will not exceed one month of toll revenue.

The contract 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 does not need to be excluded from contracting for any other reason, the agreement 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 does not (start 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 to the selected candidates.

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9 Other provisions

9.1 Selection by sortition

If it is necessary to select by sortition, this will be done as follows:

1. all parties involved are invited by means of TenderNed "Messages" to be present in person or with a representative at the selection by sortition;
2. Each ticket has the name of an entity involved who qualifies for the sortition; and
3. The tickets are drawn unseen, whereby the order in which the tickets are drawn is decisive and the first candidate drawn is the winner of the sortition.

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) discontinue and/or terminate the tender procedure. This may occur in the following cases, among others:

- a. if the contracting authority is of the opinion that 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) discontinuation and/or termination of the tender, insofar permitted by law.

9.3 Choice of forum legal protection

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 at the time the document instituting the proceedings is lodged with the court.

2. The contracting authority notifies 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), he must institute preliminary relief proceedings against that decision, within a period of 10 calendar days after the date of dispatch of the notification of the contracting authority's decision. A court is deemed to be seized at the time when the document instituting the proceedings is lodged with the court (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; In that case, the contracting authority is free to (further) follow the decision. In that case, the right to take legal action against all the foregoing and/or to base any claim for compensation or any other claim on it will lapse. The right to file a

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claim for compensation or any other claim in proceedings on the merits will then also lapse, or at least be forfeited.

3. If the selection is made by drawing lots in accordance with paragraph 9.1 and a participant to this drawing of lots objects to the outcome thereof, he must make his objections known to the contracting authority via TenderNed "Messages" within a period of 3 calendar days after the date of date of dispatch of the notification of the contracting authority's decision. Said term is an expiry term. This means that if no objection has been lodged within three (3) calendar days after the date on which the notification of the decision was sent, the contracting authority is free to (further) follow up on the decision.
4. If a tenderer objects to a decision regarding the award decision, he 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. A court is deemed to be seized at the time when the document instituting the proceedings is lodged with the court (article 125 of the Code of Civil Procedure).

Said 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; In that case, the contracting authority is free to (further) follow up on the award decision. In that case, the right to take legal action against all the foregoing and/or to base any claim for compensation or any other claim on it will lapse. The right to file a claim for compensation or any other claim in proceedings on the merits will then also lapse, or at least be forfeited.

9.4 Continuous compliance

If at any time during the course of the tender procedure it appears that a candidate, tenderer and/or natural or legal person 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 submitting a revised European Single Procurement Document or an 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

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two candidates have equal final scores, a candidate will be selected in the same way as described in paragraph 5.1 sub 5.

9.6

Withdrawal of tender

1. The tenderer who qualifies for the contract can request the contracting authority to be allowed to withdraw his 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 he wishes to withdraw his tender. He states in detail the reasons for the withdrawal.
The request must be signed by an authorised representative of the tenderer. The tenderer encloses evidence with the request (excerpt from the Trade Register, power of attorney) showing the authority.
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 his tender, the tenderer pays 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 tender procedure, the tenderer pays the contracting authority half of the difference between his tender price and the tender price of the next tenderer in line who is eligible for the contract; all this with due observance of the provisions of paragraph 5. The amount of the lump sum may be moderated 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.
5. Oral consultations on the tenderer's reasons for withdrawing its tender will take place at the request of the tenderer and/or the contracting authority.
6. 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.
7. 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 also states how the lump sum must be paid to the contracting authority.
The tenderer must then declare to the contracting authority in writing whether he accepts the amount of the lump sum payment within two (2) 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 his written notification is not received within the said period of two (2) 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 (2) 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.
8. The contracting authority is under no obligation to return a withdrawn tender.

English Translation – Reference Only

9. The amount of the lump sum must be paid by the tenderer within 14 calendar days of receipt of the 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.

English Translation – Reference Only

Annex A Application form

Regarding the selection for the invitation to tender according to the restricted procedure, as described in chapter 3 of the ARW 2016, of the contract with contract number 48-1711 Temporary Toll Main Service Provider.

Details contracting authority:

The State of the Netherlands, established in The Hague, the ministry of Infrastructure and Water Management (I&W). On their behalf, the Dienst Wegverkeer (RDW) in Veendam, represented by the Management Board of RDW (hereafter: contracting authority).

RDW Veendam
Finance & Control, stating contract number 48-1711
P.O. Box 30.000
9640 RA Veendam
Contact: Mr. Sybolt Jaarsma

A. Details of the candidate: (to be completed by the candidate, not being a combination)

Name (according to trade register)	
Legal status	
Location	
Contact	
Business address	
Mailing address	
Telephone number	
E-mail address	
Registered in the Trade Register of the Chamber of Commerce in: *	
Company registration (KvK) number *	(8 digits)
Location number *	(12 digits)

* If no Chamber of Commerce (KvK) number is applicable, state another national identification number, if required and applicable.

B. Details partnership of entrepreneurs (consortium):

(to be filled in in case of registration as a partnership of entrepreneurs (consortium))

Name Consortium	
Legal form (where appropriate)	

English Translation – Reference Only

Company name 1 (Coordinator)	
Registered office company 1	
Name company 2	
Registered office company 2	
Name company 3	
Registered office company 3	

Complete the table if necessary.

* If no Chamber of Commerce (KvK) number is applicable, state another national identification number, if required and applicable.

C. Details of each of the entrepreneurs (candidates) in the partnership:

Company 1 / COORDINATOR

Name (according to trade register)	
Legal status	
Contact	
Business address	
Mailing address	
Telephone number	
E-mail address	
Registered in the Trade Register of the Chamber of Commerce in: *	
Company registration (KvK) number *	(8 digits)
Location number *	(12 digits)

Company 2

Name (according to trade register)	
Legal status	
Contact	
Business address	
Mailing address	
Telephone number	
E-mail address	
Registered in the Trade Register of the Chamber of Commerce in: *	
Company registration (KvK) number *	(8 digits)
Location number *	(12 digits)

Company 3

Name (according to trade register)	
Legal status	
Contact	
Business address	
Mailing address	
Telephone number	
E-mail address	

English Translation – Reference Only

Registered in the Trade Register of the Chamber of Commerce in: *	
Company registration (KvK) number *	(8 digits)
Location number *	(12 digits)

Complete the table if necessary.

* If no Chamber of Commerce (KvK) number is applicable, state another national identification number, if required and applicable.

English Translation – Reference Only

Annex B European Single Procurement Document

The European Single Procurement Document is made available as a separate document in an editable format.

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

English Translation – Reference Only

Annex C Additional self-declaration

Company name and address:

.....

Chamber of Commerce registration number (registration number of the trade register or a corresponding register of the country of establishment of the company):

Chamber of Commerce number:

Location number:

Company contact person (name, email, telephone):

.....

1. QUESTIONS RELATING TO INSIDE KNOWLEDGE AND CONFLICTS OF INTEREST

- 1.1. Prior to this tender procedure, did the company perform work or services to prepare the contract, or was the company involved in the preparation of the contract in some other way, directly or indirectly?

Yes / No (please cross out as appropriate)

If so, please describe the nature of the work or services concerned, or such involvement.

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

- 1.2. Are there persons working within the company who, prior to this tender procedure, performed activities or services in preparation of the contract, or are there any persons working within the company who are or have been directly or indirectly involved in any other way in the preparation of the contract?

Yes / No (please cross out as appropriate)

If so, please state for each person:

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

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

English Translation – Reference Only

- 1.3. Are there any subcontractors who are or will be engaged by the company in the context of this tender procedure and who have performed, prior to the tender procedure, work or services in preparation of the contract, or who are or have been directly or indirectly involved in any other way in the preparation of the contract?

Yes / No (please cross out as appropriate)

If so, please state for each subcontractor:

- a. the name and address, legal form and number of registration in the trade register (or a corresponding register in the country of establishment);
- b. the nature of the work or services concerned, or the involvement.

.....

- 1.4. Are there any consultants (both natural and legal persons) who are or will be engaged by the company in the context of this tender procedure and who have performed, prior to the tender procedure, work or services in preparation of the contract, or who are or have been directly or indirectly involved in any other way in the preparation of the contract?

Yes / No (please cross out as appropriate)

If so, please state for each consultant:

- a. the name and address, legal form and number of registration in the trade register (or a corresponding register in the country of establishment);
- b. the nature of the work or services concerned, or the involvement.

.....

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

Yes / No (please cross out as appropriate)

If so, did any of those affiliated companies or companies within such group, prior to this tender procedure, perform activities or services in preparation of the contract, or is or has any of such companies been directly or indirectly involved in the preparation of the contract in any other way?

Yes / No (please cross out as appropriate)

If so, please state for each company:

- a. the name and address, legal form and number of registration in the trade register (or a corresponding register in the country of establishment);
- b. the nature of the work or services concerned, or the involvement.

English Translation – Reference Only

.....

2. QUESTIONS CONCERNING THE CONSORTIUM IN CASE OF AN APPLICATION OR TENDER SUBMITTED BY A PARTNERSHIP OF ENTREPRENEURS *)

*) *These questions must be answered given the obligation to only register as a Special Purpose Vehicle (SPV).*

- 2.1. Indicate which factors prevent the company from registering individually for the contract.

.....

- 2.2. Indicate why the nature and size of the partnership (consortium) that has been formed is necessary in relation to the size and nature of the assignment to be performed, in view of the significance and capacity of each of the entrepreneurs that are part of the consortium.

.....

- 2.3. Indicate which part(s) of the contract are carried out by the company itself.

.....

3. QUESTION REGARDING CONFLICTING INTERESTS

- 3.1. Does the company have any conflicting interests ^{16[1]} that could have a negative influence on the execution of the contract?

Yes / No (please cross out as appropriate)

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

.....

STATEMENT

The undersigned declares that:

- the questions included in this questionnaire have been answered completely and truthfully;

^[1] article 2.92a paragraph 3 Procurement Law

English Translation – Reference Only

- he has signed this completed questionnaire unconditionally and without any reservation; he is aware that providing incorrect or incomplete information may be regarded by the contracting authority as a false statement and that this may lead to an unconditional exclusion for the remainder of this tender procedure;
- no changes have been made to the text of this questionnaire;`
- this questionnaire has been signed by an authorised representative, according to the trade register or a corresponding register of the country of establishment of the company,

Signature

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

English Translation – Reference Only

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

Company name and address (the candidate/tenderer):

.....
 Chamber of Commerce registration number (registration number of the trade register or a corresponding register of the country of establishment of the company):

Chamber of Commerce number:

Location number:

Company contact person (name, email, telephone):

.....

hereby submits, for the contract with number 48-1711 - instead of a version signed with a qualified electronic signature - a scanned PDF version of one or more document(s) signed with a handwritten signature from other natural or legal persons on whom the candidate/tenderer relies:

Name of the other natural or legal person on whom the candidate/tenderer relies*:

.....

Documents:

- (name document)
- (name document)

* If there are more than one natural or legal persons on whom the candidate/tenderer relies, repeat this list.

and declares that:

1. The attached scanned document(s) from other natural or legal persons on whom the candidate/tenderer invokes is/are actually signed by the (legal) person mentioned in the document and is/are in the possession of the undersigned;
2. The undersigned ensures that the original(s) of attached scanned document(s) from other natural or legal persons on whom the candidate/tenderer relies is (are) sent simultaneously to the contracting authority (by post, courier, or other prompt means).

Signature

This statement must be digitally signed in accordance with paragraph 4.3 and paragraph 6.3.1, respectively.

English Translation – Reference Only

Annex E Details regarding suitability requirements and selection criteria

The entrepreneur(s) indicate(s) in the table below the reference contract(s) with which the suitability requirements and the selection criteria are met.

Reference to the suitability requirement and/or the selection criterion	To be filled in and numbered by the (candidate(s)) entrepreneur(s) :
Eligibility requirement <u>Financial and economical standing</u>	Per eligibility <u>requirement</u> 1 statement with the number:
Paragraph 3.2 under 2.a	See below.
Eligibility requirement <u>Technical competence</u>	Per eligibility <u>requirement</u> no more than 1 reference contract with the number:
Paragraph 3.2 under 3.b	...
Paragraph 3.2 under 3.c	...
Paragraph 3.2 under 3.d	See below.
Selection criterion	Per eligibility requirement no more than 1 reference contract with the number:
Paragraph 3.3 SC1	...
Paragraph 3.3 SC2	...
Paragraph 3.3 SC3	...
Paragraph 3.3 SC4	...
Paragraph 3.3 SC5	...

By submitting annex B 'European Single Procurement Document' the Candidate declares that at the time of submitting the application to participate he has the financial standing described in suitability requirement 3.2a. and the competence described in suitability requirement 3.d. When the candidate is selected to participate in the tender phase, the candidate must submit evidence within 5 calendar days in accordance with paragraph 3.2.

Reference table:

The following must be repeated and completed as often as necessary.

--

English Translation – Reference Only

REFERENCE CONTRACT NUMBER: ...	
Name of the entrepreneur who performed the reference contract	...
Name of the reference contract	...
Location of the reference contract	
Name and address of the principal	...
Agreed amount per year for management, maintenance and/or operation, if applicable (excl. sales tax)	€ ...
One-off implementation / installation / realization costs, if applicable (excl. sales tax)	
Invoiced amount (excl. sales tax)	€ ...
Date the contract was awarded	...
Agreed implementation time	...
Delivery date	...
If the reference contract has been performed by a partnership of entrepreneurs (consortium)	
The names of the other participants in the partnership of entrepreneurs (consortium)	...
The legal participation relationship	...
Percentage share of each participant in the partnership of entrepreneurs (consortium)	...
Explanation of the required technical competence acquired in this reference contract (maximum 750 words)	
...	

--	--	--

English Translation – Reference Only

Annex F Selection criteria

The selection criteria are described in paragraph 3.3.

English Translation – Reference Only

Annex G Tender form

Annex G "Tender form" is made available at the start of the tender phase.

English Translation – Reference Only

Annex H Model K statement of director regarding legality of registration

The undersigned declares (declare) that the present tender for the contract with contract number 48-1711, Temporary Toll Charge Main Service Provider, was not established under the influence of an agreement, decision or conduct in violation of Dutch or European competition law.

Stated according to the truth.

on... (date)

in... (Location)

by... (name and initial(s))

as director of... (company name and location)

who validly represents (company name and location)

with regard to this Tender.

Signature

The Model K statement must be digitally signed by the tenderer and in the case of a partnership of entrepreneurs, by all tenderers, in accordance with paragraph 6.3.1.

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

Annex I "Development of the criteria for the Most Economically Advantageous Tender with the best price-quality ratio (BPQR)" will be made available at the start of the tender phase.

Annex J Declaration on environmental, social and labour law obligations

Company name and address:

.....

Chamber of Commerce registration number (registration number of the trade register or a corresponding register of the country of establishment of the company):

.....

Company contact person (name, email, telephone):

.....

The undersigned declares that, when drawing up his tender, he has taken into account the obligations in the field of environmental, social and labour law under European Union law, national law or collective labour agreements or pursuant to the provisions of international environmental, social and labour law set out in Annex X of Directive 2014/24/EU.

Signature

This statement must be digitally signed by the tenderer and in the case of a partnership of entrepreneurs, by all tenderers, in accordance with paragraph 6.3.1.

Annex K Format Breakdown of the tender price

Annex K "Breakdown of the tender price" is made available at the start of the tender phase.

Annex L Third party statement – Reliance on Financial Standing

THE UNDERSIGNED:

.....

Chamber of Commerce registration number (registration number of the trade register or a corresponding register of the country of establishment of the company):.....

Company contact person (name, email, telephone):

.....

HEREBY DECLARES

- **[name of candidate]** with regard to the requirement as referred to in paragraph 3.2. of the tender guidelines Temporary Toll Collection Main Service Provider dated 12 November 2021, relies on the resources of **[name of third party]**;
- **[name of third party]** declare that they comply with this requirement, alone or jointly with **[name of candidate]** ;
- Should the Temporary Toll Collection Main Service Provider contract be awarded to him, **[name of candidate]** can freely dispose, at first request, of the resources of **[name of third party]** necessary for the performance of the contract;
- **[name of third party]** , fully and unconditionally guarantees the principal, in case the Temporary Toll Collection Main Service Provider contract is granted, the fulfilment of the obligations arising from the contract to be concluded with **[name of candidate]** .

Truthfully stated and duly signed in **[place]** on **[date]**

[name of third party]

1 *Please fill out this form first, then print it out and sign it*

Annex M Third party statement – Appeal to Technical Competence

THE UNDERSIGNED:

.....

Chamber of Commerce registration number (registration number of the trade register or a corresponding register of the country of establishment of the company):.....

Company contact person (name, email, telephone):

.....

HEREBY DECLARES

- '[**name of candidate**] , with regard to the requirement as referred to in paragraph 3.2, under 3.a, 3.b, 3.c and 3.d [**state whichever applies**] of the Tender guidelines for the Temporary Toll Collection Main Service Provider of 12 November 2021, relies on the resources of [**name of third party**];
- [**name of third party**] declare that they comply with this (these) requirement(s), alone or jointly with [**name of candidate**] ;
- Should the Temporary Toll Collection Main Service Provider contract be awarded to him, [**name of candidate**] can freely dispose, at first request, of the resources of [**name of third party**] necessary for the performance of the contract;
- [**name of candidate**] will actually hire [**name of third party**] as a subcontractor in the execution of the Temporary Toll Collection Main Service Provider contract;
- [**name of third party**] will be hired for the following part(s) of the Temporary Toll Collection Main Service Provider contract:

Proportionally, this is [**ratio**] part of the Temporary Toll Collection Main Service Provider.

Truthfully stated and duly signed in[**place**] on [**date**]

[**name of third party**]

Please fill out this form first, then print it out and sign it