# Public procurement guidelines
# Railroad Switch and Track Inspection
# (WSI) TN329039

*Additional document as announced in the last, framed paragraph of Section 1.1 of this Guidelines*

This Public procurement guidelines for Railroad Switch and Track Inspection (in Dutch: "Wisselinspectie" respectively "Spoorinspectie") and the Statement of Work (Annex 1) have also been translated into English as a service to interested parties and they are hereby made available via TenderNed.
No rights can be derived from the translation. The texts of the Dutch versions will of course continue to prevail.

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| Version | 1.0 |
| Date | 08 November 2021 |
| Status | final |
| Owner | Procurement |

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ProRail

# 1 Introduction

## 1.1 Background

ProRail B.V. (hereinafter referred to as ProRail) is responsible for the railway network of the Netherlands, including construction, maintenance, management and safety. Employees work round the clock to ensure that each day, 1,200,000 passengers and 100,000 tons of goods arrive at their destination, deploying 6,550 trains over more than 7,000 kilometres of track. The railway network truly is the beating heart of the mobility sector of the Netherlands.

ProRail is working on the accessibility of the Netherlands by providing an optimal railway network. We divide the capacity on track, regulate all train traffic, build and manage stations and lay new tracks. ProRail also maintains existing infrastructure such as tracks, railroad switches, signals and level crossings.

ProRail makes an important contribution to keeping the Netherlands accessible. To this end, we work together with passenger and freight carriers, without losing sight of the interests of their customers. Together with the municipalities and provinces, we are looking at how best to meet their demand for train transport and station facilities. This translates into ProRail's four strategic objectives: Safe Track, Reliable Track, Punctual Track and Sustainable Track.

ProRail outsources work that market parties can carry out. ProRail's attention is focused on the specification, competition and mutual management of contracts. ProRail has adopted a contracting policy for this. The contracting policy can be found at https://www.prorail.nl/samenwerken/leveranciers/documenten.

Contracting must be aimed at achieving cost-effective results. In the case of new construction, maintenance and the delivery of products and services, ProRail aims for quality and functionality at a fair price and the highest possible return in terms of availability, reliability and safety of the track. ProRail at the same time aims for as little nuisance as possible for the carrier and the environment. Lastly, ProRail seeks to make optimal use of the innovative capacity of the market, whereby ProRail aims for continuous development in which better forms of cooperation with market parties are sought.

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| As a service to interested parties, these Railroad Switch and Track Inspection Procurement Guidelines and the Statement of Work (Annex 1) will also be translated into English and made available via TenderNed shortly. No rights can be derived from the translation. The texts of the Dutch versions will of course remain leading. |

## 1.2 Purpose of the procurement guidelines

These procurement guidelines contain a description of the tender procedure to ultimately arrive at award of contract.

# 2 Tender procedure

## 2.1 Conditions

The tender procedure is subject to the Tendering Regulations for the Utilities Sectors 2016 (ARN$^{2016}$). The ARN$^{2016}$ can be found at http://www.prorail.nl/samenwerken/leveranciers/documenten.

**TenderNed**
The tender procedure is conducted via TenderNed. You must therefore be registered in TenderNed to participate in the tender. As from 20 December 2014, you will need an eRecognition tool to register a company in TenderNed. You can purchase this from an eRecognition supplier. To log in and register in TenderNed, you need an eRecognition tool of at least confidence level 2. For more information see www.TenderNed.nl.

- All correspondence relating to this tender procedure must be conducted via the “Messages” module in TenderNed (use the option “Send a message about this tender to ProRail B.V.”).

- In the event of differences between the information from the TenderNed system and these guidelines, the text in TenderNed will prevail. Parties are requested to report differences to ProRail immediately via the TenderNed “Messages” module.

- The tender dossier is provided digitally via TenderNed. If both a PDF version and an original (‘native’) version of a file have been provided, the PDF version will prevail over the original version.

- The final date and time stated in TenderNed under the heading “Final tender submission date” is a strict deadline. The other terms mentioned in the schedule in TenderNed are indicative.

- The vault on TenderNed automatically closes at the time specified in TenderNed; after that, uploading tenders is no longer possible.

- The tenderer itself is responsible for the timely uploading of all documents and the timely provision of all documents to ProRail.

- Tenders submitted late or other than prescribed in these guidelines will not be assessed and deemed not received.

- ProRail is not responsible for the inability to tender due to automation or telephone problems of the tenderer.

- If TenderNed is not accessible at the final tender submission date due to a malfunction in TenderNed, ProRail may, depending on the situation and the consequences, decide to postpone the final tender submission date. In that instance, ProRail will, as soon as possible, announce the changed deadline for tender submission via TenderNed under “*Rectification*”.

**European Single Procurement Document (ESPD)**
With due observance of the provisions of the ARN2016, the regulations and criteria to be

used for each tender are specified in the European Single Procurement Document (ESPD) and in TenderNed. The answers in the ESPD and the submitted supporting documents serve on the one hand to convince ProRail that the tenderer is suitable for the performance of the work and, on the other, to provide the necessary proof of suitability towards other tenderers. Any knowledge of ProRail with regard to the tenderer will not be included in the assessment.

**Costs of tender**
ProRail does not provide tenderers with any contribution towards the costs of tender.

## 2.2 Procedure

This tender takes place in accordance with the public procedure. This chapter describes the course of this tender procedure.

The following phases are distinguished
a) information (§ 2.2. of)

b) tender (§ 2.2.2) and

c) after the tender (§ 2.2.3).

Each phase is described in more detail in the following paragraphs.

### 2.2.1 Information

#### 2.2.1.1 Kick-off meeting or instruction

**On Monday 15 November 2021, from 14:00 to 15:00, a kick-off meeting will be organised via Teams.** Your attendance will be appreciated.

We kindly ask you to notify us as soon as possible, but no later than 24 hours before the kick-off meeting, how many people you will be attending with (a maximum of 4) via the "Messages" module in TenderNed.

#### 2.2.1.2 Summary of additional information and changes

Candidates can ask questions in writing about the project, the tender dossier and the tender procedure. Questions must be formulated clearly and unambiguously, with a reference to the part of the tender dossier to which the question relates.

The questions will be combined by ProRail into a single general list of questions. This list, including the answers, is provided as an appendix to the summary of additional information and changes. This summary of additional information and changes will be published on TenderNed.

**Questions must be submitted via TenderNed's "Messages" module (here you can add your list of questions as an attachment)**. Questions must be submitted in the attached format (Appendix 1, one question per cell, in Excel).

There will be two rounds of Summary of Additional Information and Changes. The deadlines for submitting questions are as follows:

- Questions SAIC 1 Thursday 25 November 2021 before 12:00
- Answers SAIC 1 Monday 6 December 2021
- Questions SAIC 2 Thursday 16 December 2021 before 12:00
- Answers SAIC 2 Monday 27 December 2021

The current schedule can be found on TenderNed. The final date for submitting questions has now been set at the first deadline for the SAIC 1. After publication of the SAIC 1, this will be adapted for the SAIC 2.

#### 2.2.1.3 Individual information

In accordance with the provisions of Article 3.50 in conjunction with 2.53 of the Procurement Act 2012, a candidate may request to provide information individually, if disclosure of the information would harm the legitimate economic interests of the relevant candidate.

The provision of individual information may not lead to an unauthorised advantage in knowledge, which could cause a conflict with the principle of equality. In that case, ProRail will offer the candidate the option of withdrawing the question or having it answered in general.

Questions must be submitted via TenderNed's "Messages" module (here you can add your list of questions as an attachment). Questions must be submitted in the attached format (Appendix 2).

### 2.2.2 Tender

Your offer must be submitted via TenderNed fully completed and duly signed, before the date and time stated in TenderNed. The final date and time stated in TenderNed is a strict deadline. Tenders submitted late or otherwise than prescribed in these guidelines will not be assessed and deemed not received. The other terms mentioned in TenderNed are indicative. Submitting your offer in any other way is not permitted.

To submit your offer, go to "My tender" in TenderNed.

- In the section "Meeting requirements", the requested documents with regard to the grounds for exclusion and suitability requirements can be submitted (ESPD and supporting documents if applicable).
- In the section "Meeting award criteria", you can fill in the relevant documents for your offer under the tab "Criteria". You must tick the box for *all* criteria next to "This criterion has been met".
- After meeting all the award criteria, the step "Submission of tender" must be completed to submit your offer.

The European Single Procurement Document (ESPD) and the tender form (in accordance with Annex 12) must be submitted **with the offer**. If other documents have to be submitted with the offer as well, this will be stated in Chapters 3 and 4 of these guidelines.

All other documents referred to in TenderNed under 'Requirements' and 'Award Criteria' must be submitted via "Messages" in TenderNed, on the basis of the provisions of Article 14, paragraph 3 of the ARN2016, **within 48 hours** (on working days) **following ProRail's request to that end**.

All documents must meet the requirements as stated in Chapters 3 and 4 of these guidelines. Making alternative offers is not allowed. All documents must be submitted in a generally accessible format (for example, PDF or MS-office), unless stated otherwise in the explanation of the award criteria. At the request of ProRail, files must be sent digitally as an editable file.

**Tender with European Single Procurement Document (ESPD)**

**a. ESPD for independent tenders**

When submitting the tender in TenderNed, the ESPD must be uploaded by the tenderer under the requirement "*European Single Procurement Document*".

**The absence of the ESPD or the Tender Form upon submission of tender will lead to an invalid offer. Tenders submitted other than via TenderNed will also be invalid.**

**The final date and time stated in TenderNed is a strict deadline.**

It is emphasised that statements that (whether or not after verification) appear to contain inaccuracies, or promises that are not (or cannot) be fulfilled, may be interpreted by ProRail as false statements. This may result in exclusion from further tender procedures at ProRail.

***b.*** **ESPD when tendering as a group[1] -** *Article 10.3 of the ARN2016*

An economic operator who participates in a tender procedure in combination with (an)other economic operator(s), including temporary partnerships, must submit both its **individual ESPD and the separate group ESPD,** containing the information as requested in Parts II to VI. In the event of multiple group members, a separate ESPD must be submitted for each group member.

- All ESPDs must be duly completed, signed and uploaded into TenderNed.
- In each ESPD, the option "yes" must be ticked under part IIA, on page 3 of the ESPD, under "method of participation".
- The role of the economic operator within the group, as well as the identity of the other group members (company name), must be stated on each ESPD as well.
- **The identity not being stated and the ESPD of the other group member(s) not being submitted will render the tender invalid.**

**c. ESPD when tendering and relying on the capacity of other entities (natural or legal persons)**

An economic operator who participates independently (or as part of a group) and who **relies on to the capacity** of one or more other entities (for technical or professional competency

[1] *Groups, consortia, joint ventures etc.*

and/or financial and economic capacity) **must submit its own ESPD together with the ESPD of the third party** whose capacity it is relying on, together with the relevant information. In the event of multiple third parties, a separate ESPD must be submitted for each third party.

- All ESPDs must be duly completed, signed and uploaded into TenderNed.
- In each ESPD, the option "yes" must be ticked under part IIC, on page 5 of the ESPD, under "information about relying on the capacity of other entities".
- The identity of the third party (company name) whose financial capacity is relied on must be stated on the ESPD of the candidate as well.
- **The identity not being stated on the ESPD of the candidate and the ESPD of the third party/parties not being submitted will render the tender invalid.**

- **Optional: direct upload of other supporting documents**

If so desired (not mandatory), the candidate can submit the other supporting documents when submitting the tender in TenderNed, under "*Meeting requirements and selection criteria*". Subsequent submission of the other supporting documents must be within the specified period via the "Messages" module in TenderNed.

### 2.2.3 After the tender

After the tenders have been received and the vault has been opened in TenderNed, the following steps are completed:

Step 1: Issuing a record of the tender procedure
Step 2: Assessing the ESPD and tender form
Step 3: Assessing the quality criteria (if applicable)
Step 4: Determining ranking
Step 5: Submitting supporting documents
Step 6: Assessing supporting documents
Step 7: Announcement of award decision

#### 2.2.3.1 Step 1: Issuing a record of the tender procedure

In accordance with Article 16, paragraph 1 of the ARN2016, after tendering, the tender sums will be provided to the tenderers by means of a record of the tender procedure via TenderNed.

#### 2.2.3.2 Step 2: Assessing the ESPD and tender form

After the tenders have been received, ProRail will assess them. The assessment is made on the basis of the ESPD and tender form that has been submitted.

The ESPD submitted by the tenderer is checked for completeness and a valid signature. The content of the ESPD will also be assessed, based on the regulations and criteria set out in TenderNed.

The tender form is checked for completeness and a valid signature.

#### 2.2.3.3 Step 3: Assessing the quality criteria

The submitted documents are assessed on the basis of the award criteria as stated in Chapter 4.

**Request for clarification (VTO)**

If ProRail finds ambiguities in the offer, it may submit a request for clarification (VTO) to the tenderer. The tenderer must adequately answer this request.

#### 2.2.3.4 Step 4: Determining ranking

The ranking is determined on the basis of the award criteria as described in Chapter 4.

#### 2.2.3.5 Step 5: Submitting supporting documents

The two tenderers who submitted the most economically advantageous tender (number 1 and number 2) will receive the request from ProRail as referred to in Article 14, paragraph 3 of the ARN$^{2016}$ to submit the required documents referred to in TenderNed (supporting documents for both the requirements and the (selection and) award criteria) <u>within 48 hours</u> (excluding weekends and public holidays), via the module "*Messages*" in TenderNed. In addition to this, in the case of a framework agreement, the request is addressed to the intended contractors.

If tenderers to whom the request is addressed drop out, ProRail is entitled to submit the request as referred to in Article 14, paragraph 3 of the ARN.$^{2016}$ to one or more successive tenderers.

In addition to the supporting documents regarding the suitability requirements, the following supporting documents must be submitted as well in the case of a group[2] and/or when relying on the capacity of third parties:

***a)*** **Supporting documents when tendering as a group -** *Article 10 of the ARN$^{2016}$*

When tendering as a group, the tenderer must, in addition to the ESPD, submit as proof all documents (declaration(s)/agreement(s)) applicable to the situation in question, as stated in the ARN$^{2016}$. This concerns the following documents:

From the group members together:

- <u>Group agreement with organisational chart</u>, showing at least which company will be responsible for which activities and;
- a <u>statement</u> that, if the contract is won, the <u>division of labour</u>, as set out in the group agreement, will be honoured in practice (Article 10.2 of the ARN$^{2016}$).

and from each individual group member:

- the supporting documents for the <u>exclusion criteria</u> as mentioned in TenderNed (Article 10.3 of the ARN$^{2016}$);
- <u>Statement of joint and several liability</u> (Article 10.4 of the ARN$^{2016}$).

***b)*** **Supporting documents when tendering and relying on the capacity of third parties (natural or legal persons)** - *Article 11 of the ARN$^{2016}$*

When tendering and relying on the capacity of third parties (technical or professional competency and/or financial and economic capacity), the tenderer must submit as proof all

[2] *Or temporary partnership*

documents applicable to the situation in question, as stated in the ARN$^{2016}$. This concerns the following documents:

- **Statement of capacity of third parties** in accordance Article 11 of the ARN$^{2016}$ (complete/include in **Appendix 6):**
    - with regard to the *technical and professional competency* of a third party whereby the tenderer and third party declare to have the necessary resources (art. 11.1 ARN$^{2016}$) to execute the contract and;
    - accompanied by an organisational chart, which shows at least which company will be responsible for which activities (Article 11.2 of the ARN$^{2016}$) and
    - a statement that, if the contract is won, the division of labour will be honoured in practice (Article 11.2 of the ARN$^{2016}$).
    - Insofar as a tenderer wishes to rely on the *financial and economic capacity* of a third party, it must be apparent from the statement that the third party accepts joint and several liability for the execution of the contract in case the contract is awarded to the tenderer (Article 11.3 of the ARN$^{2016}$)

***Optional: direct upload of the required documents***
If desired (not mandatory), the tenderer can submit the other required documents when submitting the offer in TenderNed, under requirements, (selection and) award criteria. Subsequent submission of the other supporting documents must be within the specified period via the “Messages” module in TenderNed.

#### 2.2.3.6 Step 6: Assessing supporting documents (of both selection and offer)

After receiving all required documents, ProRail will proceed to assess them. In the event of a conflict between the certificate to be submitted for, for example, but not limited to, the Safety Awareness Certificate, the actual score on the ladder at the time of tendering will prevail over the level specified on the tender form. Based on the outcome of the assessment of the supporting documents, it is determined whether the tender is valid or not.

**Shortcomings**
Shortcomings with regard to the documents to be submitted may, in accordance with Article 14, paragraph 1 of the ARN$^{2016,}$ be remedied at the request of ProRail, provided that this remedy does not result in an altogether new tender. In the event of a shortcoming in the European Single Procurement Document (ESPD) or in the event of a shortcoming with regard to the means of proof, ProRail will give the relevant economic operator the opportunity to remedy the shortcoming. The following shortcomings with regard to the ESPD can in any case not be remedied:

- Upon submission of tender, the ESPD of the tenderer is missing;
- Late submission of the ESPD of the tenderer;
- Adding or removing a nominated subcontractor;
- Adding or removing the parties in the context of group formation.

Shortcomings must be remedied within 48 hours (on working days) following ProRail’s request to remedy. If the shortcomings are not remedied within this 48-hour period (on working days) or if the shortcoming has not been remedied by the response, ProRail may reject the tender.

In the event of invalidity, the tenderer will be notified thereof, supported with the reasons for this rejection. This decision is open to objection on the basis of the $ARN^{2016}$ and the Procurement Complaints Procedure.

#### 2.2.3.7 Step 7: Announcement of award decision

After assessment of the offers, ProRail will announce the results by announcing an award decision. This award decision is open to objection and appeal in accordance with $ARN^{2016}$.

If no objection is made within the set term, ProRail can proceed to award the contract. By way of clarification of Article 2.3 of the $ARN^{2016}$, if the last day of a term referred to in the $ARN^{2016}$ coincides with a Saturday or Sunday, the relevant term will be extended to the next day that is not a Saturday, Sunday, public holiday or other day off.

## 2.3 Validation Agreement

ProRail concludes a validation agreement with the two (2) tenderers who have come first and second in the ranking based on the Best Price/Quality Ratio. The tenderers must submit the evidence file to ProRail for verification within the specified period. This validation process is described in more detail in Annex 5.

## 2.4 Framework agreements and distribution of the annual contracts

ProRail concludes a framework agreement with the two (2) tenderers who have come first and second in the ranking based on the Best Price/Quality Ratio *and* who have completed the validation in time and successfully. After successfully completing the validation, the tenderer who finished first will receive approximately 60% (+/- 4% due to an efficient distribution of measurement runs) of the scope of the total annual measurement package determined by ProRail. After successfully completing the validation, the tenderer who finished second will receive approximately 40% (+/- 4%) of the scope of the total annual measurement package determined by ProRail.

The full scope is awarded to a single party in the following cases:

- If only one tenderer has submitted a valid tender to the invitation to tender, he will receive the full scope, subject to a successful completion of the validation.
- If only one tenderer in the tender successfully completes the validation and there is no third party with whom a reserve contractor agreement has been or can be concluded, or if this party does not complete the validation successfully either, then that single tenderer will receive the full scope.

ProRail has opted for this construction because it wishes to at least maintain the current competitive conditions in this specific market. Also with a view to the principle of proportionality in the Public Procurement Act, ProRail considers this the most appropriate interpretation of the contract. On the other hand, the service in question is vital for the safe operation of the track. Therefore, if only one valid tender is received for this tender procedure, ProRail wishes to award the full scope to this sole tenderer.

The total duration of the validation agreement and the framework agreement, including extension options, is 9 years (1 year + 8 years). The first year concerns the validation period, which can be seen as a proof of concept in which no compensation will be made yet under the framework agreement itself. Only if the validation has been completed successfully does the framework agreement for the requested services commence for a maximum period of eight years.

## 2.5 Reserve contractor agreement

ProRail will conclude a reserve contractor agreement with the provider who came third, which agreement will come into effect after it has been established that the agreement with the first or second contractor is or has been dissolved. The core of this reserve contractor agreement is that the offer of “number three” remains valid for 12 months after the date of tender. If the agreement with the first or second contractor is dissolved for any reason, the price level of the offer of number three will be adjusted in accordance with the applicable indexation scheme.

If the reserve contractor agreement comes into effect, the parties will move up in the ranking. Number three then obtains second place in the ranking and with it the related work package of approximately 40% (+/- 4%) of the scope, provided the validation is completed successfully. This while taking into account work already performed/products already delivered.

All tenderers must submit a fully completed and duly signed reserve contractor agreement immediately upon submission of tender.

The provisions of Article 18, paragraph 3 of the ARN$^{2016}$ apply by analogy to the tenderer who has submitted an offer that qualifies for the award of the reserve contractor agreement. If on the basis of this article, the reserve contractor agreement is not awarded, but the tenderer who submitted the MEAT/lowest price *is* awarded, the tender has not failed.

## 2.6 Exclusion from the procedure

If the candidate fails to conform to the procedure described in these procurement guidelines, it may result in exclusion from the procedure.

Exclusion can also follow when a candidate maintains contacts with ProRail about this tender outside the tender team, or if it is found that candidates maintain mutual contacts about this tender.

During the procedure, candidates are not permitted to communicate with third parties about the object of the tender without the prior written consent of ProRail. An exception to this is the consultation with potential subcontractors, insofar as this is relevant in connection with the execution of their part. Within this context, publications are deemed communication with third parties as well.

## 2.7 General questions or comments

If you have any general questions, comments or complaints about ProRail’s procurement policy, or proposals to improve it, you can send these to procurement@prorail.nl.

## 2.8 ProRail Complaints Desk

If you have any complaints or objections within the context of a specific tender procedure, you can direct these to the complaints desk set up by ProRail. The procedure is described in ProRail's "Procurement Complaints Procedure", which can be found at http://www.prorail.nl/leveranciers/aanbesteden-en-inkoop/documenten-en-juridische-voorwaarden. The complaints desk can be reached at aanbestedingsklachten@prorail.nl.

# 3 Requirements

With due observance of the provisions of the ARN2016, the regulations and criteria applicable to the tender are stated in the European Single Procurement Document (ESPD) and in TenderNed. The answers in the ESPD and the submitted supporting documents serve on the one hand to convince ProRail that the candidate is suitable for the performance of the work and, on the other, to provide the necessary proof of suitability towards other candidates. Knowledge of ProRail with regard to the candidate will not be included in the assessment.

## 3.1 Exclusion grounds and suitability requirements

**Requirement 1: European Single Procurement Document (ESPD)**
If you want to participate in this tender procedure, you must do so digitally via TenderNed. When submitting your tender, you must link the ESPD to this requirement.

Supporting documents:
Duly signed European Single Procurement Document.

European Single Procurement Document when tendering as a group/reliance on natural or legal persons, see last sub-§ in this §.

**Requirement 2: Exclusion criteria**
Anyone in the circumstances as set out in Article 2.86 or 2.87, paragraph 1 of the Procurement Act 2012, version 2016, is excluded from participating in the tender.

Supporting documents:
a. Certificate of conduct for procurement that is not older than two years at the time of submitting the tender;
b. Extract from the Commercial Register that is not older than 6 months at the time of submitting the tender;
c. Statement from the Tax and Customs Administration that is not older than 6 months at the time of submitting the tender.

**Requirement 3: Social suitability**
The candidate is registered in the professional register or Commercial Register as referred to in Appendix XI of Directive 2014/24/EU, in accordance with the regulations of the Member State in which he is established.

Supporting documents:
Extract from the Commercial Register or professional register that is not older than 6 months at the time of the request for participation.

**Requirement 4: Quality**
The candidate complies with the quality assurance standards (EN-ISO 9001:2015).

Supporting documents:
The candidate has a valid EN-ISO 9001:2015 certificate or equivalent.

**Requirement 5: Core competency**
The tenderer has demonstrable experience with the qualitative measurement of rails, including at least geometry measuring in the transverse and longitudinal plane from a measuring vehicle. The required minimum turnover is € 1,000,000 in the industry CPV 71631470-5 - Track Inspection Services. This must be demonstrated by means of references. References must be a maximum of 3 years old and the relevant contract a minimum of 3 months on the date of tender.

Supporting documents:
Verifiable references (statement of completed contracts) in accordance with Appendix 3 and provided per reference with a certificate from the primary client regarding proper execution.

Reference(s) of performances or services less than 3 years old at the time of the 'Tender Closing' date. Each reference must be accompanied by a certificate issued by the primary client, which proves that the contract has been executed properly, both with regard to the method of execution and with regard to the result; that certificate must state the order amount, as well as the time and place of execution.

Primary client is taken to mean the first client in the chain. If the relevant contract has been executed through subcontracting, a statement from the primary client to the subcontractor suffices as proof. A mere statement from a main contractor to a subcontractor, or a mere statement from the primary client to the main contractor, does not suffice as proof. A combination of these two statements *is* accepted as proof.
Example: In the case of contracting, the main contractor is not the primary client; the client of the main contractor is the primary client.

**Supporting documents in the case of a group/reliance on to natural or legal persons**
When tendering as a partnership as referred to in Articles 10 or 11 of the ARN$^{2016}$, the tenderer must submit as proof all documents (declaration(s)/agreement(s)) applicable to the situation in question, as stated in the ARN$^{2016}$. This concerns the following documents:

*Tendering as a group (Article 10 of the ARN$^{2016}$)*

- Group agreement with organisational chart, showing at least which company will be responsible for which activities, as well as a statement that, if the contract is awarded, the division of labour included as set out in the group agreement will be honoured in practice (see Article 10.2 ARN$^{2016}$).
- Each individual group member: the supporting documents for the exclusion criteria as mentioned in TenderNed, as well as the supporting documents required with regard to the financial and economic capacity and social suitability (see Article 10.3 ARN$^{2016}$).
- Statement of joint and several liability (see Article 10.4 of the ARN$^{2016}$).

*Submission of tender by the tenderer who relies on the technical and professional competency of natural or legal persons (Article 11 of the* ARN$^{2016}$*):*

- Statement of availability (Article 11.1 of the ARN$^{2016}$); see Appendix 6;
- A statement with the organisational chart confirming that, if the contract is won, the division of labour will be honoured in practice (see Article 11 of the ARN$^{2016}$);

- If applicable (financial and economic capacity): statement of joint and several liability (Article 11.3 of the ARN[2016]); see Appendix 6.

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# 4 Award criteria

The award criterion is the most economically advantageous tender based on the best price/quality ratio. The best price/quality ratio is determined as follows:

## 4.1 Price

### 4.1.1 Explanation

The price is requested based on the entire scope for the years 2023 to 2027. Tenderers must provide an all-in price (i.e. including all additional (overhead) costs) for:

- Compensation for the validation
- Requirements
    - preparation and physical collection/measurement;
    - analysis, processing and delivery of the data.
    - additional costs of ERTMS track sections
- Provisional sum for development services at the request of ProRail.

Ceiling prices apply for the above elements. Exceeding these ceiling prices is not permitted. Failure to do so will invalidate your offer budget. Offers that exceed this maximum price will not be eligible for award.

This must translate into a total tender price for the contract, for the total scope of the annual measurement packages (2023 – 2027).

Note! The winning tenderers will ultimately be allocated 60% (+/- 4%) and 40% (+/- 4%) respectively of this total scope, per year.

Validation
As regards the validation, the tenderer must state an all-in amount. This amount is capped at € 200,000 per tenderer with whom a validation agreement is concluded. The full costs for validation will only be reimbursed upon timely and successful completion in accordance with Annex 5 of the Tender Specifications and the validation agreement.

If completion is not timely and/or successful in accordance with Annex 5, ProRail will award compensation (maximum € 100,000) based on the percentage of validation that *has* been completed successfully. ProRail determines this percentage.

All amounts must be entered exclusive of VAT, at the price level of 2023. Compensation for validation is non-recurrent and therefore falls outside the indexation scheme.

### 4.1.2 Documents to be submitted

- Fully completed and duly signed tender form in accordance with Appendix 4 of these guidelines (to be submitted upon submission of tender).
- Fully completed and duly signed Offer Budget (.pdf + .xls) in accordance with the format in Appendix 5 (to be submitted upon submission of tender). You must submit both a duly signed PDF and a copy in Excel.
- Detailed budgets in line with the offer budget.

**Requirements for detailed budget:**

- The detailed budget must be a conclusive substantiation of the prices offered and be entered in the green fields on the tabs of the offer budget.
- The requirements for the detailed budget apply to all work and deliveries that are (to be) performed as a main contractor and/or subcontractor.
- The detailed budget(s) must at least distinguish between direct and indirect costs:

  - **Direct costs**
    - Labour
    - Equipment

    Direct costs must be further substantiated in:
    - labour to be deployed for the various officers, including the differentiated hourly rates and quantities in hours and standard times;
    - equipment to be deployed, differentiated in equipment and various officers, plus the differentiated hourly rates and quantities in hours and standard times.

  - **Indirect costs**
    - One-off costs
    - Overheads
    - Profit and risk

    Indirect costs must be further substantiated
    - Labour to be deployed for the various officers, including the differentiated hourly rates and quantities in hours and standard times and the other items these are based on.

### 4.1.3 Assessment

You must include in your tender form the total tender sum in Cell F22 of Appendix 5 – Offer Budget. This represents your entry for the award criterion Price.

## 4.2 Quality

The quality component consists of five sub-award criteria:

1. Plan of Action – validation (see 4.2.1 below),
2. Plan of Action for Track Inspection (see 4.2.2 below),
3. Plan of Action for Railroad Switch Inspection (see 4.2.3 below)
4. Opportunities (see 4.2.4 below) and
5. the $CO_2$ Performance Ladder (see 4.2.5 below)

A maximum notional discount can be earned for each award criterion. The elaboration of the award criteria made by the Tenderer is part of the Tender and thus the performances to be delivered by the Contractor in the context of the execution of the contract.

For each of the five quality award criteria, ProRail determines a qualitative assessment for each of the five quality award criteria by assigning a score, depending on the way in which the award criterion has been worked out. The score is determined by the assessment committee during a consensus meeting.

Table 1 shows the maximum notional discounts that can be obtained per sub-award criterion; the absolute value of the quality share (60%) is distributed as follows:

| # | **Sub-award criteria on Quality:** | **Maximum notional discount** | **Minimum score applies** |
|---|---|---|---|
| 1 | Plan of Action - validation | 24% | Yes |
| 2 | Plan of Action for Track Inspection | 12% | Yes |
| 3 | Plan of Action for Railroad Switch Inspection | 18% | Yes |
| 4 | Opportunities | 3% | No |
| 5 | $CO_2$ performance ladder | 3% | No |
| | **Total maximum notional score** (deduction) | 60% | |

*Table 1: maximum notional discount per sub-award criterion*

The notional discounts are settled on the basis of a target price. This is the reference price for the assessment of the quality value. The target price has been set at € 15,000,000.

In the assessment by the assessment committee, the documents received from the candidate with regard to the first four Quality aspects can be assigned the scores as indicated in table 2. This again shows the standard against which an assessment score will be assigned to the various sub-award criteria and to which notional deduction this leads for that sub-award criterion:

ProRail

| Scale | Score | Description | Notional deduction Criteria 1, 2 and 3 | Notional deduction Criterion 4 |
|---|---|---|---|---|
| **Excellent** | 5 | The tenderer provides a clear explanation on all points. The information provided exceeds ProRail's expectations with regard to the performance of work. The answer contains a relevant and concrete description with significant added value for ProRail. In addition, the answer shows useful innovative and/or additional elements with added value for ProRail. | 100% | 100% |
| **Good** | 4 | The tenderer provides a clear explanation on all points. The information amply meets ProRail's expectations with regard to the performance of work. The answer contains a relevant and concrete description with significant added value for ProRail. | 66 ⅔% | 75% |
| **Satisfactory** | 3 | The tenderer provides a clear explanation on all points. The information meets ProRail's expectations with regard to the performance of work. The answer contains a relevant and concrete description with some added value for ProRail. | 33 ⅓% | 50% |
| **Mediocre** | 2 | The tenderer provides a sufficient explanation on practically all points. The information only just meets ProRail's expectations with regard to the performance of work. The relevant added value for ProRail is only limited and/or not concretely apparent from the answer. | 0% | 25% |
| **Unsatisfactory** | 1 | The tenderer does not provide a sufficient explanation on all points. The information does not fully meet ProRail's expectations with regard to the performance of work. Information on significant points is missing. The method of implementation is not (entirely) convincing and leaves gaps, or the elaboration of the sub-award criterion is incomplete and does not correspond to what was requested. | Exclusion | 0% |
| **No answer** | 0 | If the question has not been answered. | Exclusion | 0% |

*Table 2: possible scores per sub-award criterion*

In order to guarantee a quality level acceptable to ProRail, the Tenderer must achieve a minimum score of 2 - “Satisfactory” for each of the Award Criteria for which this is indicated (in table 1 by means of Yes/No). Tenders with a lower assessment of the value on sub-award criteria 1, 2 and 3, as described in table 1, will be excluded from further participation in the tender procedure. This makes this a knock-out criterion and the relevant Tender will be set aside. This does not apply to criteria 4 and 5.

**Calculation sample**
A notional assessment is set out below. In this calculation sample, the total tender sum from the offer budget is € 16,000,000. The scores on the award criteria are shown in the table below.

| Award criterion | Score | Notional deduction |
|---|---|---|
| Plan of Action - validation | 4 | 24% x 66 ⅔% = 16% |
| Plan of Action – Track Inspection | 2 | 12% x 0% = 0% |
| Plan of Action – Railroad Switch Inspection | 3 | 18% x 33 ⅓% = 6% |
| Opportunities | 5 | 3% x 100% = 3% |
| $CO_2$ performance ladder (see §4.4/4.5) | Level 3 | 2% |
| **Total notional discount percentage** | | **27%** |

The evaluation amount is calculated according to the formula below:

*Evaluation Amount = Total Tender Sum - (Target Price × Total Notional Discount Percentage)*

In which:
Target Price is the reference price for the assessment of the quality value.
The Target Price is € 15,000,000.

Evaluation amount = € 16,000,000 - (€ 15,000,000 x 27%) = € 16,000,000 - € 4,050,000 = € 11,950,000

The maximum notional discount is € 15,000,000 * 60% = € 9,000,000

The sub-award criteria are worked in more detail below.

### 4.2.1 Sub-award criterion 1: Plan of Action – validation

A plan of action for the validation must be submitted to demonstrate that the tenderer understands what the validation entails and that it will be completed timely and successfully. The plan of action must contain the following 3 elements:

1. **Validation approach**
The tenderer must provide a broad, step-by-step outline of his substantive approach and process. He must also state what he believes are the most critical elements and explain why these are critical. The substantive approach must be supported by a realistic milestone planning, based on a start of validation of 1 March 2022. If (parts of) the validation (system and/or measuring vehicle) of the systems to be deployed are already ready, you must state so.

Specific elements that must be included are:
- organisation and consultation structures in the validation phase;
- experience with evidence files and the tests requested therein;
- knowledge transfer from validation to production phase;

- process design - railroad switch inspection (from start of measurement to delivery of BBMS);
- process design – track inspection (from start of measurement to delivery of DataXXL);
- process design process assurance (including random process and quality checks, etc.);
- step-by-step plan for delivery EDP Assurance report – track inspection;
- step-by-step plan for delivery EDP Assurance report – railroad switch inspection.

This element is assessed on:
- the extent to which it appears that the tenderer understands the validation process;
- the extent to which ProRail is called upon in the validation, other than the times of assessment described;
- the extent to which the tenderer demonstrates his ability to complete the validation timely and successfully;
- the extent to which the description is SMART, complete and sufficiently substantiated.

**2. Description of validation team**

The tenderer must provide a description of the job profiles of the people who are part of the core team of the validation process. At least the experience the various profiles have with evidence files must be described, stating specific reference projects. The reference projects must be summarised in a few sentences. The common ground with the present validation must be apparent from the description.

This element is assessed on:
- the extent to which the tenderer demonstrates that he will deploy a team for this contract with the relevant experience and competencies to be able to complete the validation successfully;
- the extent to which the description is SMART, complete and sufficiently substantiated.

**3. Risks and countermeasures**

The tenderer must indicate to what extent and in what way the planning and quality of the validation are secured, in order to realise a timely and successful validation. You must identify the project risks below, including a description of the probability that this risk will manifest itself and the consequences. You must indicate which control measures you use to mitigate the risks. It concerns the following risks:

- Technical feasibility;
- Feasibility of planning;
- Securing knowledge and skills.

This element is assessed on:
- the extent to which it appears that the description of the risks is relevant to the validation process, the opportunities and consequences of the described risks have been made clear and the control measures are appropriate;

- the extent to which the tenderer demonstrates to be in control and to complete the validation timely and successfully;
- the extent to which the description is SMART, complete and sufficiently substantiated.

**Documents to be submitted**
Plan of Action – Validation, maximum of ten A4 pages, of which one A3 page for the planning of the validation. Font Arial, 10pt. If more pages are submitted than this maximum, the number of pages exceeding the maximum will be discarded and not included in the assessment.

**Assessment**
The manner in which the scores are awarded is explained in table 2 of §4.2. For each of the three elements of the Plan of Action - Validation, it is indicated on what basis the relevant element is assessed. As regards the entire Plan of Action - Validation, the assessment committee determines a single score during the consensus meeting.

### 4.2.2 Sub-award criterion 2: Plan of Action – Track Inspection

In order to demonstrate that the tenderer can carry out the track inspection in accordance with the requirements, a Plan of Action - Track Inspection must be submitted. The plan of action must contain the following elements:

1. **Track inspection approach**
The tenderer must provide a broad, step-by-step outline of his substantive approach. The following parts must in any case described:

**Measurement campaign:** A description of the way in which a measurement campaign/deployment is approached, in which you must address at least the following elements:

- a description of the organisation involved in the execution, including tasks and responsibilities (including subcontractors, etc.);
- an overview of the subcontractors/suppliers that you engage for the execution of the Track Inspection;
- a draft plan that includes the number of deployments, transport kilometres, driving speeds, etc.;
- an overview of the equipment to be deployed;
- to what extent and in what way the required availability and management of the equipment and measuring systems is guaranteed.

**Data delivery**

- To what extent and in what way it is secured that the data will be delivered in accordance with the requirements, bearing in mind the requirements described in Annex 5.
- an overview of the software tools to be used;
- a description of the process: measuring, processing and supplying the data. Here you describe an existing process, if applicable, and the necessary adjustments to it in order to comply with the process of supplying the data.
- a step-by-step plan for implementing the necessary software developments;
- an explanation of the IT method used and the way in which quality assurance is arranged for development and management
- an explanation of any dependencies on third parties when implementing software adjustments and the manner in which these are managed

This element is assessed on:
- the extent to which it appears that the tenderer understands the track inspection;
- the extent to which the tenderer demonstrates his ability to complete the track inspection timely and successfully;
- the extent to which the tenderer demonstrates that he will deploy a team/set up an organisation for this contract with the relevant experience and competencies to be able to complete the track inspection successfully;
- the extent to which the tenderer demonstrates that he can guarantee continuity, both in terms of quality and capacity;
- the extent to which the description is SMART, complete and sufficiently substantiated.

**2. Risks and countermeasures**

The tenderer must indicate to what extent and in what way the planning and quality of the track inspection is secured, to ensure this service is performed successfully. You must identify the three main implementation risks for track inspection, including a description of the opportunities and consequences. You must indicate which control measures you use to mitigate the risks.

This element is assessed on:
- the extent to which it appears that the identified risks are relevant to the track inspection, the opportunities and consequences of the described risks have been made clear and the control measures are appropriate;
- the extent to which the tenderer demonstrates to be in control during the execution of the contract;
- the extent to which the description is SMART, complete and sufficiently substantiated.

**Documents to be submitted**

Plan of Action – Track Inspection, a maximum of eight A4 pages, of which one page for the draft planning. Font Arial, 10pt. If more pages are submitted than this maximum, the number of pages exceeding the maximum will be discarded and not included in the assessment.

**Assessment**

The manner in which the scores are awarded is explained in table 2 of §4.2. For each of the elements of the Plan of Action – Track Inspection, it is indicated on what basis the relevant element is assessed. As regards the entire Plan of Action – Track Inspection, the assessment committee determines a single score during the consensus meeting.

### 4.2.3 Sub-award criterion 3: Plan of Action – Railroad Switch Inspection

In order to demonstrate that the tenderer can carry out the track inspection in accordance with the requirements, a Plan of Action - Railroad Switch Inspection must be submitted. The plan of action must contain the following elements:

1. **Railroad switch inspection approach**

The tenderer must provide a broad, step-by-step outline of his substantive approach. The following parts must in any case described:
**Measurement campaign:** A description of the way in which a measurement campaign/deployment is approached, in which you must address at least the following elements:

- a description of the organisation involved in the execution, including tasks and responsibilities (including subcontractors, etc.);
- an overview of the subcontractors/suppliers that you engage for the execution of the Railroad Switch Inspection;
- a draft plan that includes the number of deployments, transport kilometres, driving speeds, etc.;
- an overview of the equipment to be deployed;
- to what extent and in what way the required availability and management of the equipment and measuring systems is guaranteed.

**Data delivery**

- To what extent and in what way it is secured that the data will be delivered in accordance with the requirements, bearing in mind the requirements described in Annex 5.
- an overview of the software tools to be used;
- a description of the process: measuring, processing and supplying the data. Here you describe an existing process, if applicable, and the necessary adjustments to it in order to comply with the process of supplying the data.
- a step-by-step plan for implementing the necessary software developments;
- an explanation of the IT method used and the way in which quality assurance is arranged for development and management
- an explanation of any dependencies on third parties when implementing software adjustments and the manner in which these are managed

<u>This element is assessed on:</u>

- the extent to which it appears that the tenderer understands the railroad switch inspection;
- the extent to which the tenderer demonstrates his ability to complete the railroad switch inspection timely and successfully;
- the extent to which the tenderer demonstrates that he will deploy a team/set up an organisation for this contract with the relevant experience and competencies to be able to complete the railroad switch inspection successfully;
- the extent to which the tenderer demonstrates that he can guarantee continuity, both in terms of quality and capacity;
- the extent to which the description is SMART, complete and sufficiently substantiated.

**2. Risks and countermeasures**

The tenderer must indicate to what extent and in what way the planning and quality of the railroad switch inspection is secured, to ensure this service is performed successfully. You must identify the three main implementation risks for railroad switch inspection, including a description of the opportunities and consequences. You must indicate which control measures you use to mitigate the risks.

<u>This element is assessed on:</u>

- the extent to which it appears that the identified risks are relevant to the railroad switch inspection, the opportunities and consequences of the described risks have been made clear and the control measures are appropriate;
- the extent to which the tenderer demonstrates to be in control during the execution of the contract;
- the extent to which the description is SMART, complete and sufficiently substantiated.

**Documents to be submitted**

Plan of Action – Railroad Switch Inspection, a maximum of eight A4 pages. Font Arial, 10pt. If more pages are submitted than this maximum, the number of pages exceeding the maximum will be discarded and not included in the assessment.

**Assessment**

The manner in which the scores are awarded is explained in table 2 of §4.2. For each of the elements of the Plan of Action – Railroad Switch Inspection, it is indicated on what basis the relevant element is assessed. As regards the entire Plan of Action – Railroad Switch Inspection, the assessment committee determines a single score during the consensus meeting.

### 4.2.4 Sub-award criterion 4: Opportunities

Annex 6 includes a number of opportunities. In this award criterion, you must explain in more detail the extent to which and the way in which you can seize these opportunities.
An indication of the price must be included for each opportunity. This price is not taken into account in the assessment, but will ultimately count towards the decision whether ProRail decides to take advantage of the opportunity.

The opportunities as described in Annex 6 are:

- Opportunity 1: Raw measurement data
- Opportunity 2: Track geometry data on emplacements
- Opportunity 3: Improvement of technical requirement for MAL 1 measurements 2 and 3

**Documents to be submitted**
A description of the 3 opportunities, a maximum of one A4 per opportunity. Font Arial, 10pt. If more pages are submitted than this maximum, the number of pages exceeding the maximum will be discarded and not included in the assessment.

**Assessment**
The manner in which the scores are awarded is explained in table 2 of §4.2. An assessment is made of the elements to what extent you demonstrate in your answer the likelihood of you being able to capitalise on the opportunity (manufacturability) and the quality and completeness of the process elaboration. In addition, the extent to which the description is SMART, complete and sufficiently substantiated is taken into account. During the consensus meeting, the assessment committee awards one score for each opportunity, in which a maximum of 1% notional deduction is awarded for each opportunity.

### 4.2.5 Sub-award criterion 5: $CO_2$ performance ladder

ProRail's ambition is to reduce $CO_2$ emissions. This is only possible through and with the active commitment of contractors. ProRail has opted to use a framework in which contractors who fulfil this $CO_2$ ambition during execution gain an advantage when the contract is awarded. If the contractor chooses to contribute to ProRail's $CO_2$ ambition, the contractor can choose from five $CO_2$ ambition levels on the tender form. The higher the Contractor's $CO_2$ ambition level, the higher the notional reduction in the tender sum. If the Contractor does not make a choice on the tender form, the Contractor will be deemed to tender without a $CO_2$ ambition level. In that case, there will be no notional reduction of the tender sum. The chosen $CO_2$ ambition level only needs to be fulfilled from the commencement date of the contract.

During the term of the agreement and further execution, the contractor must demonstrate annually that at least the $CO_2$ ambition level offered has been met. Upon submission of the tender, the contractor must indicate on the tender form how he will demonstrate during execution that he meets the opted $CO_2$ ambition level and all underlying levels. This can be achieved in two ways:

- By producing a $CO_2$ awareness certificate that matches the $CO_2$ ambition level that is offered. If the contractor consists of a partnership (group) of companies, each group member must produce a then valid $CO_2$ awareness certificate that matches the $CO_2$ ambition level offered. If the technical and professional competency of another natural or legal person is relied on when tendering, that other natural or legal person too must produce a then valid $CO_2$ awareness certificate that matches the $CO_2$ ambition level offered. In the situations referred to above, the lowest $CO_2$ awareness certificate is decisive as proof of the realised $CO_2$ ambition level; or
- By providing project-specific evidence that the contract has been executed in accordance with the criteria as stated in the tables included below. The method of proof chosen upon submission of tender applies for the entire term of the agreement. Changing the method of proof during the term of the agreement is not permitted.

With the second method (providing project-specific evidence), the contractor must indicate on the tender form which Certification Body (CB) will be testing, and the following conditions apply during the execution:

- Supporting documents consist of a project file and a statement from the aforesaid CB whether the ambition level offered is met, including all underlying levels; and

- The level of ambition offered must be secured in the project management or quality system used by the contractor; and
- On the basis of the project file and assurance in the management or quality system of the project, the contractor must have the designated CB checked whether the ambition level offered is met; and
- The contractor demonstrates that the CB is accredited for certification at the level of the ladder certificate that corresponds to the ambition level offered and that the person performing the test on behalf of the CB has demonstrable experience with certifications of companies at the level of the ladder certificate that corresponds to the level of ambition offered; and
- Testing by the CB must be performed one year of award of contract and subsequently annually, during the execution of the project; If testing by the CB is not possible within one year due to extraordinary events or circumstances such as Corona (not even using alternative audit methods), the aforesaid testing may be postponed until testing is possible again, but before the project reaches 90% completion. If the project is 90% complete and testing by the CB is still not possible, the Contractor must use alternative means of evidence to demonstrate that the requirements of the ambition level at which the tender was submitted have been met; and
- If the contractor has a $CO_2$ awareness certificate at a lower level of ambition, the contractor may partially base the evidence on information from the management system associated with the $CO_2$ awareness certificate, however, the evidence must be produced expressly and entirely project-specific for the ambition level offered, including all underlying levels (mixed proof is not possible).

The tables below show the standard MEAT criterion for the $CO_2$ Performance Ladder. The terms used in this MEAT criterion are explained in the $CO_2$ Performance Ladder Handbook Chapter 3 and the BPQR criterion $CO_2$ Performance Ladder 3.1, Stichting Klimaatvriendelijk Aanbesteden & Ondernemen). As regards the application of the MEAT criterion, this Handbook and BPQR criterion $CO_2$ Performance Ladder 3.1 are normative with regard to the explanation of the terms used in the tables below (Chapter 3 of the Handbook) and standards (Chapter 2 of the Handbook). [3]

The five $CO_2$ ambition levels are determined as follows:

| **$CO_2$ AMBITION LEVEL 1** | | | | | |
|---|---|---|---|---|---|
| | *Aspect* | *Sub-criteria* | | *Aspect* | *Sub-criteria* |
| 1A | Energy consumption | 1. The anticipated and actual energy flows of the project are identified and analysed. | 1B | Energy reduction | 1. The contractor demonstrably investigates the options for reducing the energy consumption by the project. |
| | | 2. All expected and actual energy flows of the project are | | | 2. The contractor prepares a report of an independent internal audit of the project. |

[3] *The CO2 Performance Ladder Handbook version 3.1 and the associated Public Procurement Guide version 3.0 and BPQR criterion 3.1 have been published on the website of Stichting Klimaatvriendelijk Aanbesteden & Ondernemen (SKAO), www.skao.nl.*

| | | | | | |
|---|---|---|---|---|---|
| | | demonstrably mapped out. | | | |
| | | 3. This list is regularly monitored and kept up to date throughout the project term. | | | |
| | *Aspect* | *Sub-criteria* | | *Aspect* | *Sub-criteria* |
| 1C | Communication | 1. The contractor demonstrably conducts ad-hoc internal communications about the energy reduction policy for the project. | 1D | $CO_2$ reduction initiatives | 1. The contractor demonstrates that he is aware of sector and/or chain initiatives in the field of $CO_2$ reduction that are relevant to the project. |
| | | 2. The contractor demonstrably conducts ad-hoc external communications about the energy reduction policy for the project. | | | 2. The contractor knows the sector and chain initiatives and their relevance to the project and discusses these during management meetings. |

| **$CO_2$ AMBITION LEVEL 2** | | | | | |
|---|---|---|---|---|---|
| | *Aspect* | *Sub-criteria* | | *Aspect* | *Sub-criteria* |
| 2A | Energy consumption | 1. All expected and actual energy flows of the project are mapped out quantitatively. | 2B | Energy reduction | 1. The contractor formulates a qualitatively defined objective to reduce energy and has formulated measures for the project. |
| | | 2. The list is complete and demonstrably monitored and kept up to date regularly, throughout the project term. | | | 2. The contractor formulates a defined objective for the use of alternative fuels and/or the use of green energy on the project. |
| | | 3. The contractor makes an energy assessment for the project. | | | 3. The energy and reduction target and the associated measures are documented, implemented and communicated to all employees of the contractor, insofar as they are involved in the project. |
| | *Aspect* | *Sub-criteria* | | *Aspect* | *Sub-criteria* |
| 2C | Communication | 1. The contractor conducts structural internal communications about the energy policy for the project. The | 2D | $CO_2$ reduction initiatives | 1. The contractor demonstrably investigates the possibilities of implementing project-specific measures arising from |

| | | | | | |
|---|---|---|---|---|---|
| | | communication at least includes the energy policy and reduction targets of the project. | | | relevant initiatives in the project. |
| | | 2. On the subject of $CO_2$ reduction, the contractor realises an effective management cycle with assigned responsibilities for the project. | | | |
| | | 3. The contractor identifies the external stakeholders for the project. | | | |

| **$CO_2$ AMBITION LEVEL 3** | | | | | |
|---|---|---|---|---|---|
| | *Aspect* | *Sub-criteria* | | *Aspect* | *Sub-criteria* |
| 3A | $CO_2$ emissions | 1. The contractor prepares a report of a. the expected scope of 1 & 2 $CO_2$ emissions[4] of the entire project and $CO_2$ emissions from business travel of the entire project and b. the detailed current emission inventory for the actual scope of 1 & 2 emissions and $CO_2$ emissions from business travel of the project, in accordance with ISO 14064-1. | 3B | $CO_2$ reduction | 1. The contractor formulates a quantitative reduction target for scope 1 & 2 emissions from the project and $CO_2$ emissions from business travel of the entire project, expressed in absolute numbers or percentages in relation to one or more relevant reference(s) and within a certain time frame and has drawn up a corresponding plan of action, including the measures to be taken. |
| | | 2. The emission inventory from 3A.1b of the project is verified by a CB with at least a limited degree of certainty. | | | 2. In the project, the contractor uses an energy management action plan/system (in accordance with ISO 500001 or equivalent). |
| | *Aspect* | *Sub-criteria* | | *Aspect* | *Sub-criteria* |
| 3C | Communication | 1. The contractor conducts structural internal and external communications about the $CO_2$ footprint (scope | 3D | $CO_2$ reduction initiatives | 1. The contractor demonstrates that specific measures derived from a (sector or chain) initiative in the field of CO2 reduction |

[4] *Handbook 3.1 is the latest version of the $CO_2$ Performance ladder standard where the reporting of greenhouse gases other than $CO_2$ is not yet mandatory. Organisations are explicitly encouraged to start working on reporting these other greenhouse gases and expressing these in $CO_2$ equivalents.*

| | | | | | |
|---|---|---|---|---|---|
| | | 1 & 2 emissions and business travel), the quantitative reduction target(s) and the measures in the project.<br><br>The communication includes at least the energy policy and the reduction targets of the project, a description of the reference(s) used, options for individual contribution, information regarding current energy consumption and trends within the project. | | | are implemented in the project. |
| | | 2. The contractor draws up a documented internal and external communication plan with defined tasks, responsibilities and methods of communication. | | | |

| **$CO_2$ AMBITION LEVEL 4** | | | | | |
|---|---|---|---|---|---|
| | *Aspect* | *Sub-criteria* | | *Aspect* | *Sub-criteria* |
| 4A | $CO_2$ emissions | 1. The contractor demonstrates to have insight into the expected most material emissions from scope 3 for the project, and demonstrates the $CO_2$ emissions per unit for one of the most material (chains of) activities of the project. | 4B | $CO_2$ reduction | 1. The contractor formulates, on the basis of insight into the expected most material emissions from scope 3 of the project and linked to this, a $CO_2$ reduction target and has drawn up an associated plan of action, including the measures to be taken.<br><br>The target is expressed in an absolute number or percentage in relation to one (or more) relevant reference(s) and within a defined period. |

| | | | | | |
|---|---|---|---|---|---|
| | | 2. The contractor draws up a quality management plan for the inventory of the project. | | | 2. The contractor periodically reports (internally and externally) the progress against the targets for the project. |
| | *Aspect* | *Sub-criteria* | | *Aspect* | *Sub-criteria* |
| 4C | Communication | 1. The contractor demonstrates that he maintains regular contact (at least twice a year) with stakeholders within, among others, government and NGOs [5] (minimum 2) about his $CO_2$ reduction target and that he will maintain measures in the project*.<br>The contractor can demonstrate that the points of concern about the project formulated by the government and/or NGO have been identified and addressed*.<br><br>* 4C 1. & 2. apply to major multi-annual projects; | 4D | $CO_2$ reduction initiatives | 1. The contractor demonstrates that he is the initiator of innovative measures being implemented in the project aimed at reducing $CO_2$ and facilitating the sector to achieve $CO_2$ reduction, by linking the company name to the initiative in the project, through publications and through stakeholder confirmation. |

| **$CO_2$ AMBITION LEVEL 5** | | | | | |
|---|---|---|---|---|---|
| | *Aspect* | *Sub-criteria* | | *Aspect* | *Sub-criteria* |
| 5A | $CO_2$ emissions | 1. The contractor demonstrates to have up-to-date insight into material scope 3 emissions from the project and the most relevant parties in the chain that are involved. | 5B | $CO_2$ reduction | 1. Based on the analyses from 5.4.2, the contractor has formulated a reduction strategy and $CO_2$ reduction targets for material scope 3 emissions from the project. An associated plan of action has been drawn up, including autonomous actions to be taken. The targets have been expressed in absolute numbers or percentage in relation to one |

[5] *The role of the NGO can also be fulfilled by an independent expert.*

| | | | | | |
|---|---|---|---|---|---|
| | | | | | (or more) relevant reference(s). |
| | | 2.1. The contractor has conducted a substantiated and up-to-date analysis of possible autonomous actions for the project that the contractor can implement to influence material scope 3 emissions (upstream and downstream) from the project. | | | 2. The contractor provides his emission inventory of scope 1, 2 & 3 related $CO_2$ emissions from the project at least twice a year (internal and external), as well as progress in reduction target and measures taken. |
| | | 2.2. The contractor demonstrates to have insight into possible strategies to reduce these scope 3 emissions from the project (both upstream and downstream). | | | 3. The Contractor succeeds in achieving the reduction targets. |
| | | 3. The contractor must have current, specific emission data from direct (and potential) chain partners, which data is relevant for the implementation of the scope 3 strategy for the project (see 5.B.1). | | | |
| | *Aspect* | *Sub-criteria* | | *Aspect* | *Sub-criteria* |
| 5C | Communication | 1. The contractor conducts structural external communications about the way in which the project functions as an open test bed for innovations or innovative measures and about the way in which he has actively involved chain partners. | 5D | $CO_2$ reduction initiatives | 1. The contractor uses the project as an open test bed to implement innovations or innovative measures and actively involves the chain partners therein. The contractor will submit a description of the intended $CO_2$ emission reduction as a result of the measure within the project. |
| | | 2. The contractor conducts structural (at least twice a year) internal *and* external communications about | | | 2. The innovations or innovative measures are professionally commented on by a recognised and independent knowledge |

| | | | | | |
|---|---|---|---|---|---|
| | | the $CO_2$ footprint (scope 1, 2 & 3) and quantitative reduction targets of the project.<br>The communication includes at least the energy policy and the reduction targets of the project, a description of the reference(s) used, options for individual contribution, information regarding current energy consumption and trends within the project. | | | institute deemed competent in its field. |

**Assessment**
Every $CO_2$ ambition level includes a fixed percentage of notional reduction of the tender sum. This quality value is calculated in accordance with the methodology set out in TenderNed under ‘Award criteria – $CO_2$ Performance ladder’.

| $CO_2$ ambition level: | Leads to a notional reduction of the tender sum of: |
|---|---|
| None | 0% |
| Level 1: | 1.0% |
| Level 2: | 1.5% |
| Level 3: | 2.0% |
| Level 4: | 2.5% |
| Level 5: | 3.0% |

ProRail

# 5 Appendices to procurement guidelines

**Appendix 1: Format for general information**
Included separately in editable format

**Appendix 2: Format for individual information**
Included separately in editable format

**Appendix 3: Reference form**
Included separately in editable format

**Appendix 4: Tender form**
Included separately in editable format

**Appendix 5: Format for offer budget**
Included separately in editable format

**Appendix 6: Statement in accordance with Article 11.1 of the ARN$^{2016}$**
Included separately in editable format

**Appendix 7: Checklist for documents to be submitted**

**Appendix 8: Draft Validation Agreement Railroad Switch and Track Inspection**

**Appendix 9: Draft Framework Agreement Railroad Switch and Track Inspection**

**Appendix 10: Draft Reserve Contractor Agreement Railroad Switch and Track Inspection**

**Appendix 11: 2017 ProRail purchasing conditions**

**Appendix 12: European Single Procurement Document**

**Appendix 13: Tender Specifications with Annexes**

**Appendix 14: Market consultation report**