

# Tender Guidelines

for a public procedure in accordance with the Public  
Procurement Act 2012

## Simulation tool traction energy

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## Colophon

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## GLOSSARY

Capitalized terms used in these Tender Guidelines have the following meanings:

- Procurement Act : The 2012 Public Procurement Act.
- BW : Civil Code
- Combination : Partnership of Entrepreneurs who have jointly submitted a Tender or intend to jointly submit a Tender, depending on the context.
- Personal Statement : The Uniform European Tender Document (UEA) as referred to in Article 2:84 (1) of the Dutch Procurement Act, attached as Appendix 1 to the Tender Guidelines.
- Declaration of Conduct in Procurement (GVA) : Statement as referred to in Article 4:1 of the Dutch Procurement Act.
- Tenderer : An Entrepreneur or Combination that intends to submit a Tender or has submitted a Tender, depending on the context.
- Registration : Offer to execute the Assignment.
- TenderNed : The electronic platform used to carry out this tendering procedure.
- Memorandum of Understanding : The questions and answers, published by GVB, in which GVB provides further information to Bidders in response to questions and remarks about the Tender Guidelines and accompanying appendices.
- Subcontractor : An entrepreneur to whom the main contractor will subcontract part of the contract.
- Entrepreneur : An entrepreneur within the meaning of Section 1:1 of the Procurement Act.
- Mission : The contract as described in these tender instructions.
- Contractor : The Tenderer with whom GVB concludes an Agreement for the performance of the contract on the basis of this tendering procedure.
- Option : Changes to the original Contract, the nature, scope and conditions under which such changes can be made, are laid down in these Tender Guidelines.
- Service Agreement : The Service Agreement as referred to in Section 2.5.
- GIBIT : Municipal purchasing conditions for IT version 2020.

- Service Level Agreement (SLA) : Part of the Agreement that relates to the service, management and maintenance work to be performed and the associated performance levels.

## 1 General

### 1.1 Introduction

This is the tender guideline for the tender Simulation Tool traction energy, with reference 2022-46, as announced on TenderNed. GVB has chosen a public procedure for this tendering procedure.

In this tendering procedure, data of your employees is recorded. GVB does not process personal data for any other purpose than the purpose of the call for tenders.

These Tender Guidelines describe how Tenderers can submit a Tender and how the submitted Tender will be assessed by GVB.

The Contract will be awarded to the Tenderer with the most economically advantageous Tender on the basis of the 'best price-quality ratio'. The award criterion will be discussed in more detail in Chapter 5.

The tender document consists of the following sections:

"General" includes a description of GVB and mentions which annexes form an integral part of the Tender Guidelines and which tendering tool GVB uses for this tendering procedure (Chapter 1).

"Assignment" includes a description of the objective(s), nature and scope of the Assignment that GVB wishes to tender, and the Agreement that will follow (Chapter 2).

"Tender procedure" contains a description of the tender procedure, from the publication notice of this tender to the award of the Contract, including all regulations applicable thereto (Section 3).

"Selection": grounds for exclusion and minimum requirements" contains a list of the grounds for exclusion and minimum requirements, and describes how the assessment of the Tenderers will take place (Chapter 4)

"Award: conditions and award criterion" contains a description of the conditions for award and the award criterion (Chapter 5).

### 1.2 GVB

With its rich history as a transport company, GVB has been inextricably linked with Amsterdam and its surroundings for more than 120 years. GVB provides public transport with tram, bus and metro in and around Amsterdam and with ferry services over the IJ and the North Sea Canal. We are also responsible for social safety and for the management and maintenance of the city's vehicles, vessels, and rail infrastructure. On average GVB transports about 1 million passengers per day. With over 3200 employees, GVB is one of the largest employers in Amsterdam. For more background information about GVB we refer you to [www.gvb.nl](http://www.gvb.nl).

GVB is the executor of the transport concession on behalf of the Amsterdam Transport region. The Amsterdam Transport Region is a co-shareholder with the City of Amsterdam. With its client and

shareholder and together with various parties, we work on an extensive and coherent, accessible and sustainable public transport network, now and in the future. We limit the environmental impact of our activities as much as possible. GVB is working towards a completely emission-free operational management. Where possible, we also ask our suppliers to do the same.

### **Hospitable, binding and reliable**

Our core values are hospitality, commitment and reliability. We take into account that a journey by public transport not only takes place on board our vehicles and ferries, but also at stations, stops and platforms. In all these places we provide safety, comfort and a hospitable service.

### **Creating value for Amsterdam**

GVB is above all a mobility partner of Amsterdam. We work on the accessibility and livability of the city, commissioned by the Amsterdam Transport Region and together with the City of Amsterdam and other organizations. This makes mobility accessible for everyone. We do this in a sustainable way, with as few CO<sub>2</sub> emissions as possible. In this way we contribute to the quality of life in the city. In addition, GVB is a large employer that offers employment to a very diverse group of people with various backgrounds and educations. We also offer opportunities to people who are distanced from the labour market. With all these aspects, GVB creates public and social value for the city and its surroundings.

#### *1.2.1 Our mission and strategic pillars*

Travellers in Greater Amsterdam choose to walk, cycle and use public transport. That is our mission. Our strategy consists of 4 strategic pillars:

1. hospitable guide
2. operationally excellent carrier
3. expert and partner
4. robust foundation

As a **hospitable guide** we want to achieve that travelers automatically choose for public transport, because we offer a comfortable journey in which accessibility and service make for a pleasant travel experience. We also offer convenience through simple means for planning, booking and paying. We also provide excellent travel information and timely report disruptions and offer alternative travel routes. We also want to actively combine the planning and payment of the trip with alternatives such as (e-)bicycles and (e-)scooters. This should result in satisfied passengers and more public transport users.

As an **operationally excellent transport company**, we focus on safe, fast, reliable and affordable transport. Decisions about our network and equipment are taken as a whole. Because GVB is also responsible for the management of rail infrastructure activities, we are able to build up knowledge to optimally plan and carry out management and maintenance at the lowest possible cost. All this contributes to passenger reliability and greater predictability in our operations.

We let our role as transport **expert and partner**, with over 120 years of experience in mobility in Amsterdam, benefit our partners. We embrace all forms of sustainable mobility that have little or no impact on the amount of space used in the city, including walking, cycling and possibly shared transport in combination with public transport. We want our partners to incorporate our wealth of

knowledge and data in their policy plans at the earliest possible stage and see us as an organisation that works on the transport chain for Greater Amsterdam. In this way, we can contribute to the best solutions for mobility in and around Amsterdam.

To achieve these goals, we are working from a **robust foundation**: a solid basis that is supported by good employment practices and a healthy, agile organisation that is managed process-driven and integrally. The foundation is also formed by our efforts to maintain the quality of our assets and by the digital component.

### 1.3 Special sector company

The special sectoral undertaking in this tendering procedure is GVB Exploitatie B.V. (hereinafter referred to as 'GVB').

### 1.4 Annexes

The following Appendices form part of these Tender Guidelines. These documents can be downloaded from TenderNed.

Annex 1	Personal statement (UEA form)	Tender Guidelines Par. 0
Annex 2	Declaration of reference assignments	Tender Guidelines Section 4.2.2
Annex 3	Combination statement (partnership)	Tender Guidelines Par. 3.5.4
Annex 4	Declaration of recourse to third party(ies)	Tender Guidelines Par. 3.5.4
Annex 5	Parent company statement of guarantee	Tender Guidelines Section 4.2.1
Annex 6	Statement of financial standing and continuity of business operations	Tender Guidelines Paragraph 4.2.1.
Annex 7	Declaration of professional qualifications of personnel	Tender Guidelines Section 4.2.2
Annex 8A	Program of Requirements Simulation tool including conformance table	Tender Guidelines Par. 5.1.2
Annex 8B	Programme of Requirements Advice and consultancy	Tender Guidelines Par. 5.1.2
Annex 9	Price sheet	Tender Guidelines Par. 5.3
Annex 10A	Draft Service Level Agreement Simulation Tool	Tender Guidelines Par. 2.5 and 3.4.4
Annex 10B	Draft Agreement Advice and Consultancy	Tender Guidelines Par. 2.5 and 3.4.4
Annex 11	General terms and conditions of purchase of GVB	Tender Guidelines Sections 2.5 and 3.4.4
Annex 12	Municipal Procurement Terms and Conditions for IT (GIBIT) version 2020	Tender Guidelines Sections 2.5 and 3.4.4

Annex 13	Draft Service Level Agreement (SLA)	Tender Guidelines Paragraphs 2.5 and 3.4.4.
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For all documents, questions and answers lead to new versions of documents, which are then published (by means of a Notice of Inquiry). The newest version is always the valid version. Any previous versions are given the status "expired" on TenderNed. As far as possible, a version of completed documents is published in which changes are visible so that Tenderers can see exactly what has been changed, and a clean version which must be used by Tenderers when submitting their Tender. This is always the document with the highest version number.

## 1.5 TenderNed

The tendering procedure is conducted entirely electronically, with the use of the TenderNed tendering tool ([www.tenderned.nl](http://www.tenderned.nl)). All communication and information exchange between GVB and the Tenderers in the context of the tendering procedure takes place via this tendering tool.

In order to participate in the tendering procedure, entrepreneurs must be registered in TenderNed.

With effect from 27 June 2015, registration in TenderNed is only possible for Dutch entrepreneurs if they have an eHerkenningmiddel with reliability level 2 or higher. Please take into account that applying for eHerkenningmiddel takes several working days. More information about eHerkenningmiddel and registration in TenderNed can be found at [www.tenderned.nl](http://www.tenderned.nl).

If you have any questions about TenderNed, please contact the TenderNed service desk. The service desk is available on working days from 08.30 to 17.00 hours via the free number 0800-8363376 or [servicedesk@TenderNed.nl](mailto:servicedesk@TenderNed.nl).

## 2 Mission

### 2.1 Objective GVB

In the coming 10 years, GVB Rail Infra Bedrijf (RIB) expects to replace at least 15 rectifier stations (GRS) as part of the Long-Term Replacement Programme (MVP). These replacements take place to ensure the reliability of the metro and tram network in the future.

The planned and anticipated expansion of the metro and tram networks, as well as the intensification of the existing network, mean that a number of new rectifier stations are expected to have to be built over the next ten years. Finally, efforts will be made to recover braking energy within the metro system. The tram system may also be included. This will also require adjustments to the rectifier stations.

This procurement project provides for the delivery of the required 'Software as a Service' (SaaS) for a period of up to 15 years. This project contributes to the strategic objectives of GVB because:

- The effective procurement of traction power components contributes to the reliability of the Amsterdam tram and metro network.
- By purchasing this simulation tool, a contribution is made to more efficient business operations.
- By investing in the recovery of braking energy, operating costs can be reduced and a contribution made to making GVB and Amsterdam more sustainable.

### 2.2 Objective of the assignment

In concrete terms, this tender must result in the conclusion of a single agreement for the performance of the work as described under the scope. There are several advantages that can be realised by purchasing this simulation tool:

#### **Insight into the capacity of the energy network and monitoring its quality**

By purchasing a simulation tool, the entire current GVB infrastructure is programmed into the software. Through the simulation studies that can then be carried out, full insight is gained into the possibilities of the infrastructure and its current and future use. The simulation tool gives GVB insight into where the energy network is encountering problems. By entering braking speed, acceleration speed, outside temperature and the number of people in vehicles, among other things, the effects can be calculated in detail. In the current situation, simulations are carried out by the engineering firm Arcadis. In recent years, approximately €200,000 was spent on carrying out these simulations. These parties are particularly at home in heavy rail environments and have a longer waiting period until the results of simulations are known.

#### **Recovering braking energy**

By entering the timetable, the simulation tool can calculate in advance the extent to which braking energy can be recovered. It also provides the necessary insight into how the timetable can be adjusted to optimally recover braking energy.

#### **Use to estimate timetable and future growth scenarios and to see what consequences this has for energy supplies**

Simulation studies can contribute to the possibility of adapting infrastructure for future use. In this way, contract capacity per connection can be evenly adjusted to the timetable, thus preventing peaks. The infrastructure can also be adapted for temporary use in the event of (malfunctions/breaks/conversions) - e.g. statements and/or measures such as coupling. In addition, projects can be accommodated in another part of the simulation tool.

### 2.3 Scope of the contract

The metro project office was asked to identify the requirements for the simulation tool. The main requirements are as follows:

- Possibility to grow the system.
- Insight into energy consumption (Liander).
- Contract power per connection to be evenly matched to the timetable;
- Analysis of energy saving opportunities;
- Impact of new equipment on the energy system;
- Impact of a new timetable on the energy system;
- Calculating the energy to be returned from equipment braking and the storage to be applied along the track;
- Determination of braking energy benefits after realisation of investments model determines financial settlement. Benefits are deducted from transport operator compensation, e.g. simulating the amount of braking energy every day;
- Connecting to the use of infrastructure;
- Any other questions related to the traction power system.

#### 2.3.1 Options/Revision Clauses

##### **Expansion of tram simulation tool**

An option to extend the simulation tool to include the tram area, bus area and electrified ferry service will be included. This option will be called upon when there is a promising business case to reduce operating costs.

In addition, through a Service Level Agreement (SLA), a portion of optional services is included as an option to:

1. Simulations should be carried out if there is no capacity for this within GVB;
2. To develop additional features that are not sufficiently covered by the current version of the simulation tool.

This optional service will be called by GVB from the supplier on a post-calculation basis. It is expected that the option to perform simulations will only be called upon in case of peaks in demand. Developing extra features will be related to new business cases to be developed. The maximum usage will be 200 hours per year over the total contract period.

#### 2.3.2 Merging of (partial) orders

Despite the fact that the basic principle of the public procurement legislation is to divide a contract into lots in order to give SMEs a chance to win the contract, GVB is of the opinion that dividing the contract among several contractors is inefficient and ineffective. GVB will award the contract undivided to one contractor. This is for the following reasons:

- The sector is characterised by both large and SME providers, almost all of whom have light rail experience. The task for this simulation tool for metro and tram is not so large that parties would not be able to carry it out. SMEs are also capable of carrying out this assignment.
- Managing more than one contractor for this contract is not efficient. It takes extra effort for GVB to read data from several types of simulation tools and to ensure that the various parties in this assignment work together in a way that achieves the objectives. GVB cannot afford that the information from the tool is compromised. It is also more efficient for the supplier to offer both modalities in one tool.
- The tool for both tram and metro is so cohesive that dividing it into lots is inefficient.
- The way in which GVB wants to market this is usual in this sector.

### 2.4 Variants

The submission of variants is not permitted.

### 2.5 Agreement

GVB wants to conclude an Agreement with one Contractor with a duration of 3 years. By means of an option GVB has the possibility to extend the Agreement a maximum of 4 times for a period of 3 years. By means of an option, GVB has the possibility to purchase additional services. For a detailed description of these options, see paragraph 2.3.1.

Two draft Agreements are attached to these Tender Guidelines. The Service Level Agreement Simulation Tool (Appendix 10A) relates to the simulation tool and the Framework Agreement for Advice and Consultancy (Appendix 10B) relates to hours of support and consultancy.

Also attached are the GIBIT terms and conditions applicable to this Service Provision Agreement (Appendix 12) and the General Terms and Conditions of Purchase of GVB applicable to this Framework Agreement (Appendix 11). Furthermore, the applicable (blueprint) Service Level Agreement (SLA, Appendix 13) is enclosed.

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

### 2.6 Waiting room construction

A waiting room construction applies to this tendering procedure. If the Agreement with the initially awarded Tenderer is terminated, GVB can award the contract for the remaining period to the successive Tenderer up to 12 months after . The successive Tenderer will be determined by disregarding the winning Tender in the calculation of the scores, provided that this Tenderer has declared to be willing to maintain its Tender up to 12 months after the start of the actual performance of the Agreement. If this Tenderer is unwilling to do so, his place in the waiting room will be cancelled and GVB may call for the next Tenderer in the rank order until such time as a Tenderer is found that is willing to maintain his Tender until 12 months after the start of the actual performance of the Agreement.

After the expiry of this standstill period, recourse to the waiting room construction is no longer possible.

Among other things, GVB may use the waiting room construction if the Agreement with the Tenderer to whom the contract was awarded has been terminated, for example because this Tenderer:

- Is in suspension of payments;
- Has been declared bankrupt;
- Has ceased all or part of its activities;
- Is in any other similar condition, as a result of which he is unable to carry out the agreed work or;
- Turns out not to be able to meet the Schedule of Requirements or has otherwise failed to meet its obligations.

GVB is not obliged to use the waiting room construction if the Agreement with the initially awarded Tenderer is terminated. When informing the Tenderers about the award, the relevant Tenderer will be notified that he is eligible to enter into the waiting room agreement.

### 3 Tender procedure

#### 3.1 Purpose

The objective of the tendering procedure is to conclude an Agreement for the execution of the Assignment with one Tenderer.

The tender procedure consists of the following stages:

- The information phase (point 3.4);
- The tendering phase (point 3.5);
- The assessment phase (point 3.6);
- The award phase (point 3.7).

#### 3.2 Planning

The planning for the tendering procedure is also included in TenderNed.

The call for tender is proceeding according to the schedule below.

Announcement of tender and publication of tender instructions	September 2
Deadline for request for information 1 <i>(Tenderer is requested not to wait until the deadline for submitting questions)</i>	September 19, 23:59
Latest date for publishing Notices of Inquiry 1	Week 39
Deadline for request for information 2 <i>(Tenderer is requested not to wait until the deadline for submitting questions)</i>	6 October
Publication of Notices of Inquiry 2	Week 42
Deadline for receipt of applications	November 2, 15:00
Assessment of registrations	November 3 / November 20
Notification of award decision and rejections	November 21
Verification phase/authorisation test	November 23 to January 16 (2023)
Deadline for lodging objections to award decision (Alcatel)	December 12
Final award	January 17 (2023)
Signature Agreement	January 20 (2023)

Tenderers cannot derive any rights from the planning of GVB. GVB is entitled to change the schedule. Any changes to the schedule will be communicated to Tenderers via TenderNed.

### 3.3 Contact and correspondence

This tender will be supervised by:

Tom Teijsse, buyer (primary contact)

Leo Snel, buyer (secondary contact)

All contact and correspondence relating to this tendering procedure will take place exclusively via the primary contact person, preferably via TenderNed. The primary contact is also available at [tom.teijsse@gvb.nl](mailto:tom.teijsse@gvb.nl) or +31(0)6 51 59 46 25.

It is not permitted to communicate in any other way about this tendering procedure with employees of GVB or other persons involved in the tendering procedure. Statements made by other persons and/or through other channels than described above have no legal force. Tenderers who violate this prohibition can be excluded from further participation in this tendering procedure.

### 3.4 The information phase

#### 3.4.1 *Start of information phase*

The information phase will start with the availability of the tender documents. No kick-off meeting will be organised.

#### 3.4.2 *Information*

Tenderers can use TenderNed's question and answer module to request further information about the tendering procedure and these tender instructions and appendices in particular. Tenderers are requested to pose their questions as soon as possible in the interest of the progress of the tendering procedure, but no later than the date stated in the planning in TenderNed. The answers to questions and any changes in the tender documents will be published in one or more Nota's of Information / the question and answer module in TenderNed.

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

GVB may also, on its own initiative, make changes to the documents relating to the invitation to tender, which will also be announced by means of a Memorandum of Information.

The information notes form an integral part of these tender instructions with appendices. In the event of inconsistencies, the information note(s) shall take precedence over the tender documents and their annexes. A subsequent Memorandum of Information supersedes an earlier one.

#### 3.4.3 *Individual questions*

Tenderer can request GVB not to include certain further information in the Memorandum of Information if publication of this information could harm his legitimate economic interests. In that case, he must indicate ('tick') in TenderNed that his request for further information relates to an individual request. The tenderer must give reasons why it believes its legitimate economic interests could be harmed by the disclosure of this information.

If GVB does not comply with the request of the Subscriber not to include certain information in the Memorandum of Information, GVB will inform the Subscriber of this in advance. The Subscriber then has the choice to withdraw his request or to give GVB permission to include the relevant information in the Memorandum of Information. If the Tenderer does not respond within the time limit specified by GVB, GVB may consider this to be implicit consent by the Tenderer to include the relevant information in the Memorandum of Information. GVB is not liable for any damage suffered by the Tenderer.

In the event of discrepancies, the memorandum(s) of information shall take precedence over individual information.

#### **3.4.4** *Draft agreements / General terms and conditions of purchase of GVB and draft SLA*

Tenderers have the opportunity to ask questions about, or make suggestions for, adjustments to the draft Agreement (Appendix 10A of the draft Service Provision Agreement and Appendix 10B of the draft Framework Agreement for Advice and Consultancy), the General Terms and Conditions of Purchase of GVB (Appendix 11) and the draft SLA (Appendix 13) until the final date for submission of questions specified in the planning in TenderNed. Where appropriate, the tenderer should indicate why he wishes to make a certain modification and what the modification entails, preferably in the form of a concrete text proposal. Based on the questions and suggestions for adjustments, GVB may decide to modify the draft Agreement, the general terms and conditions of purchase of GVB and the draft SLA, but is not obliged to do so. If GVB decides to make changes, the final draft Agreement - together with any changes to the general terms and conditions of purchase of GVB and the final draft SLA - will be sent together with the final Notice of Information.

GVB and the Contractor will agree on a final SLA during the implementation phase, whereby the [final] draft SLA will be leading.

### **3.5 The tendering phase**

#### **3.5.1** *Submit Registration*

The Tender must be received by GVB by the date and time mentioned in the schedule on TenderNed. Tenders received after this time are invalid and will not be considered by GVB. The risk of timely submission of the Tender rests with the Tenderer. Therefore, Tenderers are advised to submit their Tender at least one day before the final date for receipt of Tender.

The Tender must be submitted by uploading and submitting the documents referred to in Section 1.5 via the TenderNed website. 3.5.2 Submission of a Tender is effected by uploading and submitting the documents referred to in paragraph 1 via the TenderNed website (see paragraph 1.5). Tenders submitted in any other way are invalid and will not be taken into consideration by GVB.

By submitting a Tender, the Tenderer declares that it fully agrees with the tendering procedure and all applicable regulations, as included in these Tender Guidelines (including Appendices) and all other tendering documents, such as the Notes of Information.

### 3.5.2 Documents to be submitted with the tender

The documents to be provided by the Tenderer when submitting a Tender are set out below. Where applicable, the documents must be completed in full and correctly, must be virus-free and must be searchable and saved in a generally accessible format (for example, PDF or MS-office). The tenderer can find the models for the documents to be completed on TenderNed.

Topic	Status	Prescribed model/requirements
Appendix A: Personal statement(s)*	Completed and duly signed**	Model Appendix 1, Tender Guidelines
Appendix B: Declaration(s) Reference order(s)	Filled in	Model Appendix 2, Tender Guidelines
Appendix C: Extract(s) from the trade register or proof of registration in the professional or trade register in the country of residence and, if necessary, a power of attorney**	Not more than 6 months old from the final date for receipt of tenders. The extract must reflect the current situation.	N/A
Appendix D: price schedule	Completed and duly signed**	Model Appendix 9, Tender Guidelines
Appendix E: Schedule of requirements / Conformity table	Filled in	Model Appendix 8A, Tender Guidelines
Appendix E: Schedule of requirements	Signed	Model Appendix 8B, Tender Guidelines
Appendix F: Plan of approach	Worked out	Requirements in Section 5.4.3 and following Tender Guidelines

(Table 2)

\* In case of Enrolment by a Combination, each individual participant in the Combination must submit a completed and legally signed Personal Tendering Statement and an extract from the professional or trade register.

If the Tenderer relies on the capacity of a third party to meet the requirements imposed in respect of financial and economic capacity and/or technical and organisational capacity, the Tenderer must also submit an Own Declaration completed and duly signed by this third party and an extract from the professional/trade register of this third party.

\*\* The extract(s) from the professional/commercial register (or proof of registration in the professional/commercial register in the country of establishment) to be submitted must show that the documents submitted with the Tender have been duly signed, where applicable. If the extract from the relevant Entrepreneur's professional/commercial register does not prove that the person who signed the submitted documents is authorised to represent the Entrepreneur, a power of attorney showing

such authorisation, valid at the time of the Tender, must additionally be provided. If the relevant Entrepreneur is a legal entity and the signatory's power of representation is not evidenced by the excerpt from the trade register/professional register of the legal entity submitted, because the director of the legal entity is also a legal entity, instead of a power of attorney, an extract from the register of directors (and possibly the director of that legal entity, until one or more natural persons are directors) may be submitted, provided that the combination of the submitted extracts from the register of trades/professional register shows that the documents to be submitted with the registration have been signed in a legally valid manner.

Tenderer shall duly sign the Personal Tendering Statement(s) (UEA) and the price schedule. These signatures will also count as signatures on the other documents to be completed and submitted by the Tenderer. In section F, Tenderer must demonstrate that the application offered meets the stated requirements where an award test is applicable.

### 3.5.3 Personal Statement

By means of a Personal Tendering Statement (UEA), a Tenderer indicates whether any grounds for exclusion apply to it and whether it meets the minimum requirements in terms of financial and economic standing and technical and organisational capacity. For this Personal Tendering Statement GVB uses an interactive pdf form that can be downloaded from TenderNed.

How does the interactive pdf work?

In Part I of the Personal Tendering Statement, GVB has entered its details and the details of this tendering procedure. In Part III, Section C, GVB has ticked the mandatory and optional grounds for exclusion that apply. Tenderer completes the form in full (Parts II, III, IV and VI), prints the completed form and signs the completed and printed form in a legally valid manner. It is not possible to place a digital signature.

*The pdf can only be used with Acrobat Reader, preferably version 11. To be able to edit the document, you need to download it first and then open it in Acrobat Reader. An internet browser can often display the pdf, but the functions of ticking and un-ticking irrelevant fields will not work.*

### 3.5.4 Tendering in cooperation with other companies

An Entrepreneur can enter into a joint venture with one or more other Entrepreneurs and submit a Tender as a Combination. In that case, the Combination is regarded as Tenderer. Furthermore, a Tenderer, whether or not a Combination, can call upon the capacity of a third party to meet the requirements imposed in terms of financial and economic capacity and/or technical and organisational capacity. GVB imposes a number of specific requirements on these forms of collaboration.

#### A. Combination:

Subscribing as a Combination is allowed. In that case, the Subscriber must clearly state in his tender that he is tendering as a Combination in relation to this tendering procedure. GVB imposes the following requirements on the registration of Combinations:

- For each individual participant in the Combination, a legally signed Personal Statement and an extract from the professional/trade register must be submitted.

- In the Personal Tendering Statement, each participant states the information referred to in Section 3.5.3, as well as his role within the Combination (head of the consortium, division of labour, etc.), which Entrepreneurs form part of the Combination and, if applicable, the name of the Combination (Personal Tendering Statement, Part II Section A "Method of Participation").
- The Tenderer (the Entrepreneurial Combination) that is eligible for the award of the Contract must, at GVB's first written request, submit the 'Combination Statement' (appendix 3), completed in full and duly signed, within 7 days of GVB's written request. This statement must be signed by the authorized representative of each Combinant (i.e. each participant in the consortium).
- By submitting the Tender, the participants in the Combination undertake to actually comply with the division of roles/work responsibilities stated in the Personal Tendering Statement.
- Each individual participant in the Combination is jointly and severally liable towards GVB for the complete and correct execution of the Assignment in all its parts.
- The composition of a Combination cannot be changed after Registration, except with the explicit written permission of GVB.

#### **B. Profession on third(n):**

GVB sets the following requirements for an appeal to the capacity of (a) third party (parties):

- The tenderer states in the Personal Tendering Statement that it relies on the capacity of (a) third party (parties), for which minimum requirements and the names of the third party (parties) (Personal Tendering Statement, Part II, Section C, 'Information on reliance on capacity of other entities').
- The Tenderer must submit (for each third party separately) an Personal Tendering Statement completed and duly signed by the third party and an extract from the professional or trade register. The third party whose financial capacity the Tenderer relies on will state in the Personal Tendering Statement the information referred to in Part II, Sections A and B, Part III, Part IV and Part VI.
- Upon GVB's first written request, the Tenderer wishing to be awarded the contract must demonstrate that he has the resources of the third party/parties required for the performance of the Assignment at his disposal and is obliged to actually use those resources in the performance of the Assignment. If the Tenderer calls upon the capacity of a third party to fulfil a core competency, the work for which that capacity is required must be carried out by the third party. To this end, Tenderer must complete and sign the "Declaration on Reliance on Third Party" (Annex 4) within 7 days of GVB's written request.
- If the Tenderer relies on the capacity of a third party to meet one or more minimum requirements in terms of financial and economic capacity, the third party will be jointly and severally liable towards GVB for the complete and correct performance of the Order in all its aspects. The Tenderer must provide a statement of joint and several liability upon GVB's first written request.

For the documents that must be submitted with the Tender, please refer to Sections 3.5.1 and 3.5.2.

### **3.6 The assessment phase**

After the close of the registration period, GVB will go through the following steps in evaluating the Submissions.

#### *3.6.1 Step 1: Assessment of completeness and (legal) validity*

The GVB Procurement Department assesses whether the Tender is complete and whether the documents submitted, where applicable, have been completed correctly and fully and signed in a

legally valid way. A Tender that does not meet all of the requirements set out in the Tender Guidelines, including appendices and Nota(s) of Information is, in principle, invalid.

Where applicable, GVB may request Tenderer to rectify any shortcoming or obvious error in his Tender within two working days, unless this is contrary to the principles of equal treatment and transparency. If the Tenderer has not corrected the defect or manifest error within this period, the Tender will be declared invalid.

In any case, there is no room for correction, if a document to be submitted with the tender, which must be signed by the Tenderer or the third party/parties on whose strength he relies, is missing or not legally signed. In that case the Tenderer is excluded from participating in the tendering procedure.

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

The GVB Procurement Department will check, on the basis of the Personal Tendering Statement, whether any grounds for exclusion apply to the Tenderer and any third party on whose strength the Tenderer relies, as described in section 4.2. 4.1.

If verification of the grounds for exclusion does not lead to the exclusion of the Tenderer, the GVB Procurement Department will check, on the basis of the Personal Statement and the reference order(s), whether the Tenderer meets the minimum requirements in terms of financial and economic standing and technical and organisational capacity, as described in more detail in paragraph 4.3. 4.2. If the Tenderer does not meet the minimum requirements, he will be excluded from further participation in the tendering procedure.

### *3.6.3 Step 3: substantive assessment of the tender*

An assessment team assembled by GVB will conduct the substantive assessment of the Tender. The substantive assessment of the Tender consists of (a) a review of the Programme of Requirements and other conditions as described in Chapter 5.1, and (b) a review based on the qualitative assessment criteria, as described in more detail in Chapter 5.2.

A Tender that does not or not fully comply with the Statement of Requirements or the other conditions as described in Section 5.1 is invalid and will be discarded.

The Tenders that are found to be valid and that meet the other conditions as described in Section 5.1 will subsequently be assessed on the basis of the applicable award criterion and in the manner described in Sections 5.3 through 5.4.

### *3.6.4 Step 4: Price assessment and ranking*

The GVB Procurement Department (with support from other evaluators not involved in the substantive evaluation, if necessary) will conduct the evaluation of the awards. Awards will not be shared with members of the review team until scores are determined by the review team in accordance with Section 3.6.3.

The GVB Procurement Department determines the ranking of the Tenders on the basis of the scores for the award criteria and in accordance with paragraph 5.2.

### 3.6.5 Detailed explanation Tenders

At the request of GVB, discussions may be held with Tenderers to clarify the content of their Tender, unless the principles of equal treatment and transparency prevent this.

### 3.6.6 Verification of Own Declaration

After assessing the documents submitted with the Tender, GVB will request evidence from the Tenderer who is eligible to be awarded the contract that verifies the Personal Tendering Statement submitted. The items of evidence are listed in paragraph 4.1 (grounds for exclusion) and paragraph 4.2 (minimum requirements).

Depending on the situation of the Tenderer, the following supporting documents will be required:

Exhibit 1	Combination statement (model in Annex 3)	See paragraph 3.5.4
Exhibit 2	Declaration of Appeal to third parties (model in annex 4)	See paragraph 3.5.4
Exhibit 3	Declaration of Conduct in Procurement (GVA)	See paragraph 4.1.2
Exhibit 4	Declaration of payment history for taxes and social security contributions	See paragraph 4.1.3
Exhibit 5	Financial statements without going concern paragraph	See paragraph 4.2.1 A
Exhibit 6	Parent company statement of guarantee (model appendix 5)	See paragraph 4.2.1 A
Exhibit 7	Statement on Financial Standing and Continuity of Operations (model appendix 6)	See paragraph 4.2.1 B
Exhibit 8	Proof of insurance	See paragraph 4.2.1 C
Exhibit 9	(Satisfaction) declaration of reference accuracy	See paragraph 4.2.2 A
Exhibit 10	Copy of the NEN-EN-ISO 9001 certificate	See paragraph 4.2.2 C
Exhibit 11	Supporting documents relating to the service device	See section 4.2.2 F
Exhibit 12	Declaration of professional qualifications (model in annex 7)	See section 4.2.2 G

### 3.6.7 Time limit for providing documentary evidence

The supporting documents for the verification of the Personal Tendering Statement must be in the possession of GVB within seven (7) calendar days after the date on which the request for providing the supporting documents was sent.

GVB may ask the Tenderer to complete or clarify the supporting documents within a deadline set by GVB, unless this is contrary to the principles of equal treatment and transparency.

## 3.7 Award phase

### 3.7.1 Award decision

As soon as possible after the ranking of the Tenders is determined, GVB will inform TenderNed of its award decision.

GVB shall not disclose information relating to the award decision if such information is made public:

- a. Would be contrary to any legal requirement;
- b. would be contrary to the public interest;

- c. The legitimate commercial interests of entrepreneurs could be harmed, or;
- d. This could undermine fair competition between operators.

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

### 3.7.2 *Proof of concept*

After the provisional award, the proof of concept process begins. If, during the proof of concept, it is found that the project meets the requirements, the final award can be made. If it is not satisfied, the award decision will be revised.

### 3.7.3 *Objection against the award decision*

Unsuccessful Tenderers who disagree with the award decision can object to it in two ways:

- a) By submitting a written reasoned objection within a period of five (5) calendar days from the date of dispatch of the notification of the award decision.
- b) By filing an interlocutory appeal within a period of twenty (20) calendar days from the date of mailing of the notice of the award decision by serving a summons on GVB.

If the Tenderer makes use of the option mentioned under (a) above, GVB will immediately inform the Tenderer to whom it intends to award the contract in writing of the objection and will inform the objecting Tenderer of its views as soon as possible after receiving the objection. The Tenderer to whom GVB intends to award the contract will be informed in writing of the conclusion of the objection.

If GVB maintains its award decision, the relevant Tenderer has the possibility of instituting preliminary relief proceedings within twenty (20) calendar days of the date on which the notice of default was sent, by serving a summons on GVB.

If an unsuccessful Tenderer has instituted summary proceedings as a result of the award decision, he must send a copy of the summons served to GVB via TenderNed as soon as possible.

A Tenderer who was informed by GVB that summary proceedings had been initiated and who did not intervene in these proceedings loses the right to appeal against any amended award decision.

The right to protest against the award decision lapses if interim proceedings are not commenced within the following time limits by service of a writ of summons:

- a) 20 calendar days after the date of dispatch of the notification of the GVB's opinion, if the Tenderer has lodged an objection to the award decision with GVB within 5 calendar days after the date of dispatch of the notification of the award decision.
- b) 20 calendar days after the date on which the notification of the award decision was sent, if the Tenderer has not submitted an objection to the award decision to GVB within 5 calendar days after the date on which the notification of the award decision was sent.

### 3.8 Other conditions

#### 3.8.1 *Deadline for the submission of tenders*

Tenderer must maintain its Tender for a period of 120 calendar days after the final date for receipt of Tenders. If summary proceedings as described in Section 3.7.2 are instituted, the period of validity of tenders will end 14 calendar days after the date on which judgment is given in the summary proceedings or, if the original period of validity ends at a later date, on that later date.

In all cases, GVB may ask the Contractor to extend the period of validity.

#### 3.8.2 *Timely notification of objections*

The Tender Guidelines and accompanying appendices have been compiled with care. Tenderers are expected to adopt a proactive attitude. Any inconsistencies, inadequacies and/or inaccuracies must be reported via TenderNed as soon as possible, and in any event before the deadline for gathering information.

Any inconsistencies, inadequacies and inaccuracies in the final Memorandum of Information must be reported as soon as possible, and in any event five (5) calendar days before the deadline for receipt of Tenders.

If the Tenderer fails to ask questions or make his objections known in time, he will lose the right to complain at a later stage about any inconsistencies, inadequacies and/or inaccuracies.

#### 3.8.3 *No rights can be derived from the information provided*

The information provided by GVB in this tendering procedure is based on the best possible estimate of the scope of the Contract. Tenderers cannot derive any rights from this information (numbers, specifications, planning). The information provided is purely indicative.

#### 3.8.4 *Reference to brands, types, manufactures, origin etc.*

GVB does not favour any particular contractor, service provider, brand, type, manufacture, origin, etc. If a requirement or wish in the tender documents (appears) to relate to a specific manufacture, origin or process, brand, patent or type, origin or production, favouring or eliminating certain enterprises or certain products, then this should be read as '*or equivalent*'.

#### 3.8.5 *Exclusion of general conditions Tenderer*

The delivery, payment and other general terms and conditions of the Tenderer are expressly rejected by GVB.

#### 3.8.6 *Subcontractors*

If the Tenderer intends to subcontract a part of the Assignment to one or more third parties on whose strength it does not rely, the Tenderer must state this in its Personal Statement in Part II, Section D. The Tenderer must also state which part of the Contract he intends to subcontract to a third party and which subcontractor(s) he proposes. After the definitive award of the Contract, GVB may require the Contractor to provide the information referred to in Article 2.79 (2) of the Dutch Procurement Act and

inform the Contractor of any changes to this information. GVB may also require the Contractor to provide the information referred to in Article 2.79(2) of the Dutch Procurement Act in respect of new subcontractors. The Contractor is obliged to cooperate in all cases.

### *3.8.7 Language*

The Tender must be drawn up in Dutch or English. Correspondence during the tendering procedure will be conducted in English.

As a service GVB has provided the tender documents in Dutch as well as in English. In all tender documents, Dutch texts prevail over texts in other languages.

### *3.8.8 No fee Registration fee*

Under no circumstances will GVB reimburse any costs associated with the preparation and submission of a Tender.

### *3.8.9 Information obligation*

If any changes occur or threaten to occur in the business operations of the Tenderer that may influence the progress and settlement of the tendering procedure, the Tenderer must announce this via TenderNed as soon as possible, as described in section 3.3.

### *3.8.10 Confidentiality*

Tenderer is obliged to treat the information provided by GVB as confidential. Tenderer must also impose the obligation of confidentiality on its employees and any auxiliary persons it engages. Without prior permission of GVB, Subscriber shall not make any statements about the procurement procedure via social media, on its own website or in any other way.

Tenderer is prohibited from using the Tender Guidelines and other information provided in the context of this tendering procedure for any purpose other than those related to participation in this tendering procedure.

GVB will treat the Subscription of the Subscriber as confidential. GVB will not return the Enrolment.

### *3.8.11 Intellectual property tendering documents*

The copyright on all documents issued by GVB to Tenderers in the context of the tendering procedure rests with GVB or with third parties engaged by GVB .

### *3.8.12 One Entry*

An Entrepreneur can submit only one Tender, either independently or as a participant in a Combination. If an Entrepreneur submits more than one Tender, then it and, insofar as applicable, the Combination(s) it is part of, are excluded from participating in the tendering procedure.

### 3.8.13 *Multiple subscriptions within one group*

Within a group as referred to in Article 2:24b of the Dutch Civil Code, only one Subcontractor is allowed to submit a Tender, either independently or as a member of a Combination, unless the relevant Subcontractors can prove to GVB's satisfaction that the Tender has been established independently of each other, without any coordination between them. If the relevant Entrepreneurs fail to provide this proof, GVB will exclude all relevant Entrepreneurs from participation in the tendering procedure.

If and to the extent that two or more Entrepreneurs who are part of the same group in the sense of Section 2:24b of the Dutch Civil Code jointly submit a Tender as a Combination, they do not need to demonstrate that the Tender was arrived at independently of each other, without coordination.

### 3.8.14 *Award reservation and withdrawal of invitation to tender*

GVB is at all times entitled, without being liable for compensation, to suspend or withdraw the tendering procedure in its entirety or for one or more lots and is not obliged to grant the Assignment in its entirety or for one or more lots.

### 3.8.15 *Legal force of communication*

Verbal announcements, promises or agreements have no legal force, unless they are confirmed in writing (by e-mail or otherwise).

### 3.8.16 *Applicable law and competent court*

This tendering procedure is subject to Dutch law. Only the competent court in Amsterdam is authorised to take cognisance of disputes.

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

### 4.1 Assessment grounds for exclusion

Personal certificate: Part III, Sections A to C.

Tenderers to whom one or more of the grounds for exclusion ticked in Part III, Sections A to C, of the Personal Tendering Statement apply will be excluded from participating in the tendering procedure. In the event of Tender by a Combination, Tenderer will be excluded if one or more grounds for exclusion apply to one or more participants in the Combination.

Before exclusion, GVB will give a Tenderer to whom a ground for exclusion as referred to in Article 2.86 (1) or (3) or Article 2.87 of the Tender Act applies the opportunity to prove, in accordance with Article 3.65 (4) of the Tender Act, that it has taken sufficient measures to demonstrate its reliability. If GVB considers this evidence to be sufficient, the relevant Tenderer is not excluded. The Tenderer must state in his Personal Tendering Statement the measures he has taken to demonstrate his reliability.

In addition, GVB can refrain from exclusion on the grounds mentioned in (Article 3:65 paragraph 3 in conjunction with) Article 2.86a and Article 2.88 of the Dutch Procurement Act. If one or more optional grounds for exclusion apply, GVB may also refrain from exclusion if exclusion would be disproportionate in the circumstances.

The aforementioned principles apply mutatis mutandis to third parties whose capacity is invoked by the Tenderer. If one or more grounds for exclusion apply to a third party on whose strength the Tenderer relies and there is no reason to exclude that third party, the Tenderer is obliged to replace that third party, at GVB's first written request, within seven (7) calendar days and to submit a Personal Tendering Statement in accordance with paragraph 3.5.4 as well as the evidence referred to in paragraphs 4.1 and 4.2 of the new third party within seven (7) calendar days.

#### Evidence:

In order to check the accuracy of the Personal Tendering Statement with regard to the grounds for exclusion, GVB will request the following items of evidence. This evidence must reflect the actual situation at the time of registration.

#### 4.1.1 *Extract from the trade register*

An extract from the trade register of the Chamber of Commerce or a proof of registration in the professional or trade register in the country of residence. The extract or proof of registration may not be older than 6 months, counting from the deadline for receipt of registrations (see Section 3.1) and must reflect the current situation.	
To be provided by:	All Subscribers.  If Tenderer is a Combination, then this request applies to <u>all</u> participants in the Combination.  If the Tenderer invokes the capacity of a third party, the Tenderer must also submit the evidence of this third party.
When:	Already submitted by tender. (See paragraph 3.5.2)

#### 4.1.2 *Declaration of Conduct in Procurement (GVA)*

A Declaration of Good Conduct in Tendering (GVA) issued by the Ministry of Security and Justice or, if this declaration is not issued in the country of establishment, an equivalent document issued by a judicial or competent governmental body. If such a document is not issued in the country of establishment, it may be replaced by a sworn statement made by the person concerned before a civil-law notary. Only a declaration of conduct in respect of tendering will be accepted from a Contractor established in the Netherlands.

The Statement of Best Practice or equivalent document from the country of residence may not be older than two (2) years from the deadline for receipt of Tenders.

The tenderer itself is responsible for applying in good time for a Statement of Good Conduct in tendering procedures. Bear in mind that it can take between 4 and 8 weeks to process an application for a Statement of Conduct for Tendering.	
To be provided by:	<p>The Tenderer qualifying for the award of the Contract.</p> <p>If Tenderer is a Combination, this request applies to <u>all</u> participants in the Combination.</p> <p>If the Tenderer invokes the capacity of a third party, the Tenderer must also submit the evidence of this third party.</p>
When:	Within 7 calendar days after a request by GVB. See paragraphs 3.6.5 and 3.6.6.

#### 4.1.3 Declaration of payment history of taxes and/or social security contributions

<p>A statement from the tax authorities regarding the payment of taxes and social security contributions within the meaning of Section 2.89(3) of the Dutch Procurement Act or, if this statement is not issued in the country of establishment, an equivalent document issued by a judicial or competent government agency. Only a statement issued by the tax authorities will be accepted from a Contractor who is based in the Netherlands.</p> <p>The tax authority statement or equivalent statement from the country of residence must not be older than six (6) months from the final date for receipt of Entries.</p>	
To be provided by:	<p>The Tenderer qualifying for the award of the Contract.</p> <p>If Tenderer is a Combination, this request applies to <u>all</u> participants in the Combination.</p> <p>If the Tenderer invokes the capacity of a third party, the Tenderer must also submit the evidence of this third party.</p>
When:	Within 7 calendar days after a request by GVB. See paragraphs 3.6.5 and 3.6.6.

## 4.2 Assessment of minimum requirements

Personal statement: Part IV, Section α.

Please note: Part IV of the Personal Tendering Statement is entitled 'Selection criteria'. Contrary to what the title might suggest, however, this part relates exclusively to the minimum requirements as referred to in Section 4.2 of these Tender Guidelines.

Tenderers who do not meet the minimum requirements set out in this section will be excluded from participating in the tender procedure.

If a third party invoked by the Tenderer does not meet the minimum requirements, the Tenderer is obliged to replace this third party, at GVB's first written request, within seven (7) calendar days and to

submit a Personal Tendering Statement in accordance with paragraph 3.5.4 as well as within seven (7) calendar days.

### 4.2.1 *Economic and financial standing requirements*

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

- A: There are no reasonable doubts about the continuation of the activities of the Tenderer. In the event of Tender by a Combination, this minimum requirement applies to all the individual participants in the Combination.
- B: Tenderer is not aware of any substantial third party claims, financial or otherwise, that may jeopardize the continuity of its business operations. In the event of a Tender by a Combination, this minimum requirement applies to all the individual participants in the Combination.
- C: Tenderer shall be insured against liability for damage to persons and property caused during the performance of assignments (corporate liability) with an insured sum of at least € 500,000 per damaging event and a limit of at least € 1,000,000 per year. In the event of Tendering by a Combination, this minimum requirement applies to all the individual participants in the Combination.

Evidence:

In order to verify the accuracy of the Personal Tendering Statement with regard to the minimum requirements for financial and economic standing, GVB will request the following proofs.

A	<ul style="list-style-type: none"> <li>- A report by a chartered accountant or an accounting consultant as referred to in Article 2:393(1) of the Dutch Civil Code, which has an unqualified opinion without an explanatory paragraph due to uncertainty about the continuity (continuity paragraph). The audit opinion relates to the financial statements for the last available financial year. This statement must show that (a) the annual accounts give a true and fair view of the equity and the result and (b) there are no reasonable doubts about the continuity of the activities of Tenderer.</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>- If the Tenderer does not have audited financial statements, but is part of a group that has consolidated financial statements, it may provide an auditor's report regarding the consolidated financial statements. The audit opinion relates to the consolidated annual accounts for the most recent financial year available. This statement must show that (a) the annual accounts give a true and fair view of the capital and results and (b) there are no reasonable doubts about the continuity of the group's activities. Tenderer must additionally submit a statement of guarantee from the company in whose annual accounts the Tenderer's data have been consolidated (the 'parent company'). For this purpose Tenderer must make use of Annex 5, the 'Parent company statement of guarantee'.</li> </ul> <p>Note: GVB does not consider the use of the auditor's report regarding the consolidated financial statements as evidence of a third party within the meaning of Section 3.5.4. If the Tenderer uses an auditor's report regarding the consolidated financial statements of its parent company, it does not need to state the details of the parent company in Section II C of the Personal Tendering Statement. In that case, the parent company's statement does not need to be submitted with the tender.</p> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>- If the Tenderer does not have an audited annual account, the Tenderer may provide an assessment statement from a chartered accountant or an Accountant-Consultant who is listed in the register referred to in Article 36 of the Dutch Accounting Profession Act (Wet op het accountants beroep*) and in respect of whom the note referred to in paragraph 2 under i of this article has been entered in the register. The auditor's assessment statement shall relate to the annual accounts for the most recent financial year available. This statement must show that (a) the conclusion cannot be drawn that the annual accounts do not provide a true and fair view of the capital and results and (b) there is no reasonable doubt as to the continuity of the activities of the Tenderer.</li> </ul> <p>*or similar legislation in the country of establishment.</p>
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	To be provided by:	<p>The Tenderer to whom GVB intends to award the contract.</p> <p>If Tenderer is a Combination, this request applies to <u>all</u> individual participants in the Combination.</p> <p>If the Tenderer relies on the financial capacity of a third party in relation to minimum requirement A, the Tenderer must provide the aforementioned documentary evidence of this third party. In addition, the Tenderer must provide a statement in which the third party is held jointly and severally liable for the performance of the contract.</p>
	When:	Within 7 calendar days after a request by GVB. See paragraphs 3.6.5 and 3.6.6.

B.	<p>A legally signed statement by the Tenderer that it is not aware of any substantial claims from third parties, financial or otherwise, which may jeopardise the continuity of its business operations. For this purpose, Tenderer must make use of the enclosed 'Statement on Financial Standing and Continuity of Operations' (Annex 6).</p>	
	To be provided by:	<p>The Tenderer to whom GVB intends to award the contract.</p> <p>If Tenderer is a Combination, then this request applies to <u>all</u> participants in the Combination.</p> <p>If the Tenderer relies on the financial and economic capacity of a third party in connection with the Tender, the Tenderer is required to provide the aforementioned statement for this third party as well. To this end, Tenderer shall make use of the model enclosed as Annex 4. In addition, Tenderer must provide a statement in which the third party accepts joint and several liability for the performance of the contract.</p>
	When:	Within 7 calendar days after a first request by GVB. See paragraphs 3.6.5 and 3.6.6.

C.	<p>Proof of corporate liability insurance (copy of policy or insurance declaration) which shows that the Tenderer is insured against statutory liability (corporate liability) for an amount of at least € 500,000 per loss-causing event and a limit of at least € 1,000,000 per year.</p>	
	To be provided by:	<p>The Tenderer to whom GVB intends to award the contract.</p> <p>If Tenderer is a Combination, then this request applies to <u>all</u> participants in the Combination.</p>
	When:	Within 7 calendar days after a first request by GVB. See paragraphs 3.6.5 and 3.6.6.

### 4.2.2 *Requirements for technical and organisational competence*

Tenderer must have the technical and organisational skills required for the execution of the contract. GVB applies the following minimum requirements for this:

- a. Reference projects in relation to core competences ;
- b. Command of Dutch or English
- c. Quality assurance standards
- d. Requirements for service equipment
- e. Requirements for professional qualifications

#### **A. Reference orders**

The tenderer must demonstrate, by means of one or more reference orders, that it has the following core competencies:

Core competence 1: experience with delivery and implementation of a software simulation tool traction energy supply in a light rail project in Europe with a minimum order value of €125.000.

Core competence 2: experience with support when using a software simulation tool traction energy supply in a light rail project in Europe with a minimum order value of €25.000,-.

Core competence 3: experience with making modifications and changes in a software simulation tool traction energy supply in a light rail project in Europe with a minimum order value of €50.000,-.

Core competence 4: experience with carrying out simulations in a software simulation tool traction energy supply for a light rail project in Europe with a minimum order value of €50.000,-.

The work to which the requested key competence relates must have been performed in the 3-year period prior to the closing date for receipt of Tenders. The work in question must have been performed in a professional and regular manner and must have been delivered on time, including any postponements. If a reference order is not completed by the deadline for receipt of Tenders, only the work actually performed at that time will be considered.

If a reference contract is performed in combination or subcontracting, only the contribution of the Tenderer, or, in case of Tender by a Combination, the contribution of one or more of the participants in the Combination, to the work carried out will be considered.

The work to which the requested key competence relates must have been carried out by the Tenderer itself or, in the case of Tendering by a Combination, by one or more members of the Combination. If the work in question was carried out by a third party (e.g. as a subcontractor), the Tenderer must, in accordance with Section 3.5.4, call on the capacity of that third party to be able to use the relevant reference order.

A maximum of two reference tasks may be added together for each key competence. One reference order may be used for several core competencies.

If Tenderer is a Combination, the participants in the Combination must collectively meet the core competency specified in this section.

If the Tenderer relies on the capacity of a third party for this minimum requirement, this third party will be required to perform the work for which that capacity is required.

Evidence:

<p>When submitting reference orders, the Tenderer must make use of the model "Reference order declaration" enclosed as Annex 2. By submitting Annex 2, the Tenderer declares that it has performed the work in question in a professional and regular manner and has delivered it on time, including any postponements, and that it has filled in the declaration truthfully.</p> <p>Tenderer agrees that GVB will contact the relevant clients directly to verify the reference orders submitted. Furthermore, within a period of 7 calendar days, the bidder is obliged, at the first written request of GVB, to provide a statement by the client in question (reference) which confirms the accuracy of the reference assignments submitted (statement of satisfaction).</p>	
<p>To be provided by:</p>	<p>Reference order statement: All Tenderers.                  Certificate of Compliance: Tenderer who is eligible for the award of the contract and has been requested by GVB to provide this document.</p> <p>If the Tenderer relies on the capacity of a third party with regard to this minimum requirement, the Tenderer must submit the reference assignments and, if requested by GVB, the statement of correctness with regard to the work carried out by this third party.</p>
<p>When:</p>	<p>Legend: Reference order: Simultaneously with the tender (see paragraph 3.5.2)</p> <p>The declaration of correctness: within 7 calendar days after a request to that effect by GVB (see paragraph 3.6.7).</p>

**B. Command of Dutch or English**

It is important to GVB that communication with the Contractor is good and smooth. In order to be eligible for the award of the Contract, the responsible and managerial staff of the Tenderer who are charged with carrying out the Contract and have contact with GVB must have a command of the Dutch or English language, both verbally and in writing.

Evidence:

By submitting the Tender as referred to in paragraph 3.5.1 3.5.1 By submitting a Tender as referred to in Section 3.5.2, the Tenderer declares that it meets this minimum requirement.

**C. Quality assurance standards**

GVB imposes requirements on the quality and customer orientation of the Subscriber. In this context, Tenderer must comply with the following standards with regard to integral quality management and assurance.

The Tenderer must have a quality management system, certified on the basis of NEN-EN-ISO 9001 or an equivalent standard, which is relevant to the nature of the contract and must continue to have such a system for the duration of the Agreement.

GVB also accepts other evidence of equivalent quality management measures. In that case, the tenderer must provide documented evidence of the structure of its quality management system and demonstrate that the measures taken are equivalent to those required under NEN-EN-ISO 9001.

If Tenderer is a Combination, all participants in the Combination shall individually comply with the quality management requirements set forth in this section.

Evidence:

A copy of the ISO 9001 certificate issued by a body certified on the basis of NEN-EN-ISO/IEC 17021 or an equivalent certificate. The certificate must be valid until at least the closing date for receipt of Tenders. If the certificate submitted expires before the definitive award date, the Tenderer must submit a new certificate before the definitive award date. If the Tenderer is unable to do so within a period of time to be determined by GVB, he will be excluded from participation in the tendering procedure.

*If the Tenderer relies on equivalent quality control measures:*

A description of the quality management and assurance system deployed by the Tenderer. GVB considers a quality system to be equivalent to the ISO 9001 standard if the tenderer's quality system describes at least how it implements the process approach, which includes the Plan, Do, Check, Act cycle (PDCA cycle) and risk-based thinking. In any event, attention must be paid to:

Plan	<ul style="list-style-type: none"> <li>• A description of how the organisation ensures that the quality policy and quality objectives have been established, are communicated within the organisation and are periodically assessed for effectiveness.</li> <li>• A description of how the organisation applies risk-based thinking within its processes and quality system.</li> </ul>
Do	<ul style="list-style-type: none"> <li>• A description or visualisation of the primary process with insight into the most important control points for monitoring and measuring that are necessary for controlling the process.</li> <li>• A description of how management ensures that the responsibilities and authorities for relevant roles in the quality management system are allocated and communicated within the organisation and how management determines that persons fulfilling these roles are competent.</li> <li>• A description of how (if relevant) outsourced processes, products or services are controlled within the quality system.</li> </ul>
Check	<ul style="list-style-type: none"> <li>• A description of how the organisation periodically monitors, measures, analyses and evaluates the quality system and the underlying processes.</li> </ul>

Act	<ul style="list-style-type: none"> <li>• A description of how management assesses, at planned intervals, the suitability, adequacy and alignment of the organization's quality management system with the organization's direction.</li> <li>• A description of how the organization identifies opportunities for improvement and implements measures to meet customer requirements and increase customer satisfaction.</li> </ul>
To be provided by:	<p>The Tenderer qualifying for the award of the Contract.</p> <p>In case Tenderer is a Combination, this request applies to <u>all</u> participants in the Combination.</p> <p>If the Tenderer relies on the capacity of a third party with regard to this minimum requirement, the Tenderer must provide a certificate or a description of the quality care and assurance of this third party.</p>
When:	Within 7 calendar days after a request by GVB. See paragraphs 3.6.5 and 3.6.6.

**D. Requirements for service equipment**

It is important to GVB that the Candidate is able to carry out service, management and support activities on demand.

The Tenderer must have, and maintain during the performance of the Order, a service unit for the performance of service, management and maintenance work on demand. The service unit must be able to have an expert helpdesk employee available immediately after a telephone or digital report of a question/fault, Monday through Friday from 9:00 - 17:00 hours. The expert helpdesk employee must have sufficient knowledge of the software simulation tool traction energy supply and be equipped with the necessary diagnostic tools.

Evidence:

Documents showing that Tenderer has the requested service equipment.	
To be provided by:	<p>The Tenderer qualifying for the award of the Contract.</p> <p>If the Tenderer relies on the capacity of a third party in respect of this requirement, the Tenderer must provide the documents requested from that third party.</p>
When:	In the verification phase (paragraph 3.6.6), within 7 calendar days after a request to that effect by GVB.

**E. Requirements for professional qualifications**

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

The design work for the simulation tool should be performed by an experienced software engineer. A software engineer should meet the following requirements:

- At least have successfully completed an ICT training in the relevant disciplines related to the simulation tool at MBO level 4 or HBO level;
- At least 3 years of proven relevant experience in a similar position in the same field (designing simulation tools for the railway environment).

A legally signed statement from the Tenderer that he has the personnel required for the execution of this project and that the personnel to be deployed have the professional qualifications required by GVB. The Tenderer must use the enclosed 'Declaration of Professional Qualifications of Staff' (Appendix 7) for this purpose.	
To be provided by:	The Tenderer qualifying for the award of the Contract. If the Tenderer is a Combination, this request applies to the member of the Combination responsible for carrying out the work to which the professional qualifications to be issued relate. If the Tenderer relies on the capacity of a third party with regard to this minimum requirement, the Tenderer must provide an overview of the professional qualifications in accordance with Annex 7 by this third party.
When:	Within 7 calendar days after a request by GVB. See paragraph 3.6.6

#### 4.2.3 Requirements as to professional competence

Tenderers must be registered in one of the professional or trade registers, as referred to in Annex XI of Directive 2014/24/EU, kept in the Member State of establishment. For Tenderers established in the Netherlands, this is the trade register of the Chamber of Commerce.

If Tenderer is a Combination, all participants in the Combination must individually meet the professional qualification requirements set forth in this section.

#### Exhibit:

An extract from the Chamber of Commerce or proof of registration in the professional or trade register in the country of residence. The extract or proof of registration may not be older than 6 months, counting from the deadline for the receipt of registrations (see paragraph 3.1) and must reflect the current situation.	
To be provided by:	All Subscribers.  If Tenderer is a Combination, then this request applies to <u>all</u> participants in the Combination.  If the Tenderer invokes the capacity of a third party, the Tenderer must also submit the evidence of this third party.
When:	At the time of the Tender (see paragraph 3.5.2)

## 5 Award: conditions and award criterion

This chapter describes the conditions for award, the award criterion, the sub-award criteria and their elaboration, and the manner in which the assessment is made.

### 5.1 Conditions for award

To be eligible for award of the contract, Tenderer or the Tender must meet the conditions set forth in this section.

#### 5.1.1 *Grounds for exclusion and minimum requirements*

A tenderer will only be considered for an award if the grounds for exclusion declared are not applicable to it or to the third party whose capacity it claims, and if it meets the minimum requirements laid down in Chapter 4.

GVB may ask the Contractor to submit current supporting documents. Where applicable, the current supporting documents must be in the possession of GVB within seven (7) calendar days of the date on which the request to provide the supporting documents was sent.

#### 5.1.2 *Program of demands*

By submitting a Tender, the Tenderer declares its unconditional acceptance of the Schedule of Requirements, including the table of conformance (Annexes 8A and 8B).

In the Statement of Requirements, the Tenderer must indicate for each Requirement and wish from the Statement of Requirements whether it is compliant (compliant: yes/no). In the Compliance table, the Tenderer should also indicate where in the Tender (tab(s), chapter(s), paragraph(s)) the substantiation is given. Failure to comply with a requirement will result in exclusion.

If the substantive assessment referred to in Section 3.6.3 shows that the Tender does not or not fully comply with the Statement of Requirements, the Tender is invalid and will be discarded, even if the Tenderer has indicated in the compliance table that the relevant requirement has been met. In case of doubt or inability to meet one or more requirements, a proposal for modification can be made in the Explanatory Memorandum.

In addition to the mandatory Requirements, the Tenderer can also specify the Options included in the Schedule in its Tender. The extent to which and the manner in which Options are implemented will be included in the assessment of the Tenders on the qualitative criteria (see Section 5.4 below).

#### Wishes become requirements

If the Tenderer complies with one or more Wishes, the Wishes filled in will be converted automatically into Requirements after the award of the contract, which must be realized within the specified price of the Tender. The classifications of the relevant Options will be changed to Requirements in the definitive Schedule of Requirements as an appendix to the Agreement. In addition, if the Tenderer offers more than the minimum Requirement, this will become the minimum Requirement and will be included in the final Schedule as an appendix to the Contract.

**5.1.3** *Draft agreement, general terms and conditions of purchase of GVB and Service Level Agreement*

By submitting a Tender, Tenderer declares that it unreservedly accepts the Agreement , the general terms and conditions of purchase of GVB and the draft Service Level Agreement.

During the realisation phase of the Assignment, GVB and the Tenderer will agree on a definitive SLA, whereby the draft blueprint SLA will be leading.

**5.1.4** *Environmental, social and labour law obligations*

By submitting a Tender, Tenderer declares that it has taken account of environmental, social and labour law obligations under European Union law, national law and collective agreements and the law under the international provisions listed in Annex XIV of Directive 2014/25/EU when drawing up its Tender.

Information on the above obligations can be obtained from the following bodies:

- For the environment: the Ministry of Economic Affairs and Climate (rijksoverheid.nl/ministeries/ezk)
- For social and labour conditions: the Ministry of Social Affairs and Employment (rijksoverheid.nl/ministeries/szw)

Information about taxes can be obtained from the Tax Authority, part of the Ministry of Finance (belastingdienst.nl).

**5.1.5** *Under conditions*

A Tender to which conditions are attached shall be invalid and set aside.

**5.2 Award Criterion and determination of the successful Tenderer**

Tenders that are found to be valid and that comply with the conditions for award referred to in Section 5.1 will be assessed on the basis of the award criterion of the most economically advantageous tender (EMVI).

The Contract will be awarded to the Tenderer with the most economically advantageous tender (EMVI) on the basis of the best-value-for-money .

**5.2.1** *Determining the most economically advantageous tender*

The best value for money will be determined by the highest total score of the Tender. The Tenderer can score on the following qualitative assessment criteria. These scores are added up. The Tender with the highest final score is the Tender with the most economically advantageous tender (EMVI). As indicated, a score can be awarded for the quality of the Tender. The level of the score depends on the assessment awarded per criterion and the maximum score linked to this. The weighting of price versus quality is 50% price and 50% quality.

<i>Maximum score Quality</i>	500
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<i>Maximum score Price</i>	500
<b>Maximum total score</b>	<b>1000</b>

### 5.2.2 Award criteria quality

Qualitative award criteria in the following areas apply to the Tender with the weighting indicated.

<b>EMVI criterion</b>	Description of evaluation criterion	Maximum obtainable score
1	Plan of approach: service, support & team to be deployed	100
2	Fulfilling requirements, wishes and additional options/services	200
3	Implementation plan and planning	200
<i>Maximum score Quality</i>		<i>500</i>

### 5.2.3 Award criteria price

The price award criteria in the following sections apply to the Tender with the weighting indicated.

<b>Price-criterion</b>	Description of evaluation criterion	Maximum obtainable score
1 & 2	<i>Simulation tool &amp; implementation and Maintenance &amp; operation</i>	300
3	<i>Hourly rates for support and advice</i>	100
4	<i>Option of extending the tram network</i>	100
<i>Maximum score Price</i>		<i>500</i>

### 5.2.4 Equal score

If the Tenders of two or more Tenderers have obtained the same fictitious tender price after application of the award criterion and it is therefore not possible to award the contract to one (1) Tenderer, the score on the assessment criterion Plan of approach: service, support & team to be deployed will be decisive. If and insofar as the scores on this assessment criterion are equal, the score on the assessment criterion Fulfilment of requirements, wishes and additional options/services will be decisive. If and insofar as the scores on this assessment criterion are the same, the score on the assessment criterion Implementation plan and planning is decisive. If the scores are still the same, it will be decided by lot who will receive the award decision. The drawing procedure described in the following section will apply.

### 5.2.5 Draw procedure

1. The relevant Tenderers will be informed in good time via messages in TenderNed that a draw will take place and where, when and by whom the draw will be held. They are entitled to be present in person or by proxy.

2. A lot shall contain the name of the Tenderer to be drawn.
3. Lottery shall be conducted by drawing all the lots unseen, fixing the order of drawing and selecting the first drawn first, the second drawn second etc.

### 5.3 Method of assessment price (weighting 50%)

To determine the prices, Tenderer will rely on the information received in this document and its annexes and will use the 'price sheet with linear graph' (Annex 9).

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

Tenderer must complete the yellow fields on tab '2. Price sheet', fill it in completely, sign it legally and then upload it to the price lists section in TenderNed. The total tender price must also be entered in that section. The amount submitted as the total tender price must be apparent/ follow from the attached price sheet.

The evaluation of the price takes place in document "price sheet with linear graph". In the tab "price sheet" the total price of the price sheet (excluding option) is automatically filled in. For the four parts, the amount is automatically transferred to a linear graph. This graph is included in tab 3 for items 1&2, in tab 4 for item 3 and in tab 5 for item 4. Tenderer can see the score for price in the table and on the graphs in these tabs, after Tenderer has entered all prices.

#### 5.3.1 *Prohibition of unrealistic and manipulative tenders*

All prices, rates, surcharges, percentages etc. to be quoted must be real. A price of zero euro and negative prices are not considered to be such.

### 5.4 Method of assessing quality (50% weighting)

As explained above, the qualitative award criterion consists of a number of sub-award criteria. The way in which these will be assessed and the aspects that are important in this respect are described below, both in a generic sense and for each sub-award criterion. The elaboration of the qualitative award criteria is based on the two Schedule of Requirements and the two agreements. A tender that only complies with the minimum requirements will be assessed as sufficient. A tenderer can earn added value by setting out ambitious minimum requirements or by offering extras and added value in respect of the minimum requirements.

GVB attaches value to the fact that the elaboration in your plan of action is as "SMART" as possible. SMART stands for: Specific, Measurable, Acceptable, Realistic and Time-bound.

#### 5.4.1 *Generic score table*

*Unless specifically stated otherwise for a sub-award criterion, the following uniform method of awarding points per sub-award criterion applies.*

Grades will be awarded for each sub-award criterion on a scale from 0 to 10 in accordance with the following scale. It is therefore not possible to award intermediate marks. These marks are then

expressed as a score that is multiplied by the maximum number of points that can be obtained for that component. Example: A maximum of 10 points can be obtained on a component. This component is assessed with 'good' in the evaluation. The score is determined as follows: 0.8 (= good) x maximum score of 10 points = 8 points.

Rating	Meaning	Note	Score
10	Very Good	Tenderer has provided a substantively relevant, appropriate and excellent response, which has identified and explained all the principles/elements to be considered.  In addition, the tenderer demonstrates its added value for the GVB by mentioning extra elements which, in the opinion of the GVB, enrich the execution of the contract.	1
8	Good	Tenderer has provided a substantively relevant, appropriate and good answer, in which all principles/elements to be taken into account have been stated and explained.	0,8
5	Sufficient	The Tenderer has provided a substantively relevant and appropriate answer, in which the principles/elements to be taken into consideration are largely, but not fully, stated and/or explained.	0,5
3	Insufficient	The Tenderer has given a limited substantively relevant and applicable answer, in which the principles/elements to be taken into consideration have been mentioned and explained only to a limited extent.	0,3
0	No applicable answer/Nothing submitted	Tenderer has not given a substantively relevant and applicable answer. Tenderer does not address the principles/elements to be considered.	0

The assessment of the Tender on the basis of the qualitative assessment criteria will first take place individually, by each member of the assessment team.

Subsequently, the marks awarded by the individual members are discussed in a plenary session of the assessment team. During this plenary session, the scores per Tenderer are determined by consensus.

#### 5.4.2 *Form requirement submission*

GVB expects the Tenderer to elaborate the three award criteria for quality into one plan of approach. Consisting of three chapters:

- Service, support & team to be deployed;
- Fulfilling requirements, wishes and additional options/services;

- Implementation plan and planning (including plan proof of concept).

#### Size

The plan of approach to be submitted is a maximum of 10 single-sided printed pages. The implementation plan to be submitted is in A3 format and does not count towards the 10-page size.

The prescribed maximum number of A4 pages always includes figures, illustrations and the like, but excludes cover, table of contents, revision sheet and offer letter, unless explicitly stated otherwise. It is permitted to include attachments for support or illustration and these will not count towards the 10 page size. If pages in A3 format are used, they will be considered as two pages in A4 format. Pages in excess of the maximum number of pages will not be taken into account.

The following requirements apply to the layout and format of these elements of the Tender:

- Font size: minimum 10 points
- Compiled as a PDF document.

#### *5.4.3 Sub-award criterion 1 Action plan: service, support and team to be deployed (100 pt)*

The **service and support** part of the Plan of Action concerns the cooperation with the contractor (especially) after the implementation of the simulation tool. This document must show to what extent the co-operation that the contractor intends to implement will fit in with the goals, wishes and expectations of GVB, which are elaborated in the Schedule of Requirements. The section '**team to be deployed**' relates to the project staffing both during the implementation and during the management phase on the basis of the quality/experience of the employee(s) and consultant(s) to be deployed, including those of any subcontractors. Indicate in your elaboration with which persons of your organisation GVB will have to deal. Work this out in an organisation chart that clearly shows the position of these people in your organisation. In your proposal, incorporate a communication schedule that you feel is most appropriate for this assignment. In doing so, indicate what commitment you expect from GVB.

#### *5.4.4 Sub-award criterion 2 Specification of requirements, preferences and additional options/services (200 pt)*

GVB is looking for a party that, in addition to meeting all of the requirements in the Schedule of Requirements (Annexes 8A and 8B), is able to meet as many of the requirements as possible. Tenderer is also requested to briefly and concisely elaborate in the explanation field on how it intends to implement the extra requirements in question. In the plan of approach, you can elaborate on the wishes you intend to implement. You can also explain how these wishes will function.

This section is scored by the review team.

Please note that options that you offer must be discounted on the price sheet. Options that do not appear to be discounted and are therefore not actually offered will not be included in the assessment of this section.

#### *5.4.5 Sub-award criterion 3 Implementation plan and planning (200 pt)*

The criterion **Implementation plan and planning refers to the** manner in which the Tenderer will undertake the implementation. This plan to be submitted concerns all aspects and requirements included in the Schedule of Requirements and the Service Provision Agreement. The plan also

clarifies the tasks and responsibilities of GVB. A bar schedule is also enclosed in maximum size of A3 that provides insight into the planning of the implementation phase.

GVB assesses the plan of approach on quality, customer orientation, concreteness and to what extent it is to-the-point and realistic. The way in which the continuity of the process is safeguarded also needs to be demonstrated. GVB would also like to know which of the Tenderer's employees it will be dealing with. You may refer to the first chapter of the plan of approach for this.

Part of the implementation plan and planning is the realisation of the proof of concept after the provisional award of the contract. The proof of concept concerns the operational delivery of one metro line in the system to be delivered. This is the North/South line (9.7km long) consisting of eight stations and five energy stations. You start after the provisional award and have 5 weeks to realize the proof of concept. GVB wants to see a specific planning for this part including an overview of the information and resources that GVB must make available for this process.