



Qualification Document

Negotiated procedure with prior publication for the supply and maintenance of Hydrogen Trains

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Confidentiality:

The information in this document is intended for suppliers and their employees involved in responding to this qualification document and may only be used for participation in this tender procedure. This publication or parts are not to be copied or redistributed without express written permission of Arriva Personenvervoer Nederland B.V.

Definitions

Application	Application as a Candidate for participation in the Tender Phase.
Arriva	Arriva Personenvervoer Nederland B.V.
Assignment	The supply and maintenance of hydrogen trains performed by the Contractor in accordance with the Contract.
Best And Final Offer (BAFO)	The last Tender from a Tenderer, containing its best and final offer.
Candidate	Entrepreneur who has submitted an Application in the Qualification Phase of the tender procedure.
Contract(s)	The written agreement to be entered into between Arriva and the winner of this tender procedure. There will be a Purchase Agreement and a Maintenance Agreement.
Contractor	Tenderer with whom Arriva has entered into the Contract(s).
Dutch Public Procurement Act	The Dutch Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>).
Entrepreneurs	Legal entity registered in the relevant trade register and which is interested to submit an Application.
European Single Procurement Document (ESPD)	A statement in which the Tenderer declares its compliance with the requirements specified in this document.
Exclusion Grounds	Circumstances that, if applicable to a Candidate, may lead to exclusion of such Candidate from the tender procedure.
Memorandum of Information	Document in which submitted questions have been answered by Arriva.
Partner	Entrepreneur who is part of a Partnership.
Partnership	A combination of Entrepreneurs in the capacity of Candidate or Tenderer who are individually jointly and severally liable for the Application and/or Tender and the execution of the Assignment.

Qualification Document	This document including appendices describing the procedure for submitting an Application.
Qualification Phase	Phase in which Entrepreneurs are invited to submit an Application.
Selected Candidate	Candidate selected for the Tender Phase as a result of the submitted Application.
Selection Decision	The decision of Arriva by which Candidates are selected to participate in the Tender Phase.
Suitability Requirements	Minimum requirements that a Candidate must meet to be eligible in order to be invited to the Tender Phase.
Tender	Offer submitted by a Tenderer based on the Tender Document.
Tender Document	Document including appendices prepared by Arriva for the Tender Phase.
Tender Phase	Phase, following the Qualification Phase, in which Selected Candidates submit their Best And Final Offer.
Tenderer	Selected Candidate who has submitted a Tender.
Third Party	Entrepreneur that a Candidate relies upon to meet the Suitability Requirements.

1. Introduction

This is the Qualification Document for the European tender procedure for the supply and maintenance of four hydrogen trains with an option for the supply and maintenance of two additional hydrogen trains.

For this tender procedure, Arriva Personenvervoer Nederland B.V. (hereinafter Arriva) has chosen to follow the 'negotiated procedure with prior call for competition' in accordance with Article 3.35 of the Dutch Public Procurement Act. The tender procedure consists of (i) a Qualification Phase and (ii) a Tender Phase. In the Qualification Phase, Candidates are selected based on an assessment of the Exclusion Grounds and the Suitability Requirements. In the Tender Phase, the Selected Candidates are invited to submit a Tender and then come to a final offer (Best And Final Offer) through negotiations with Arriva. Arriva may award the Contract to the Tenderer that has submitted the most economically advantageous Tender.

All Entrepreneurs to whom no Exclusion Grounds apply and who meet the Suitability Requirements are cordially invited to submit an Application, independently, in a Partnership, in a main contractor/subcontractor(s) construction or by relying on Third Parties.

In this Qualification Phase, information is provided that enables Entrepreneurs to consider whether or not to participate in this tender and to submit an Application. In the following Tender Phase, the Selected Candidates will be provided with further, more detailed, information with respect to the submission of a Tender.

1.1.Arriva

Arriva is part of the Arriva group, which is owned by Deutsche Bahn AG. Arriva group is a leading European public transport operator with around 54,500 employees and operations across 14 European countries. Arriva group runs a range of transport services including buses, trains, coaches, waterbuses and airport-related transport services, and bus and coach distribution. With operations in the Croatia, Czech Republic, Denmark, Hungary, Italy, the Netherlands, Poland, Portugal, Serbia, Slovenia, Slovakia, Spain, Sweden and the UK, Arriva group provides more than 2.2 billion passenger journeys every year.

In the Netherlands, Arriva is active with over 5,000 employees in the provinces of Drenthe, Flevoland, Friesland, Gelderland, Groningen, Limburg, Noord-Brabant, Overijssel and Zuid-Holland. In addition to train and bus transport, Arriva is active in the Dutch coach industry under the name Arriva Touring.

1.2.Choice of tender procedure

Arriva is not a contracting authority within the meaning of the Dutch Public Procurement Act. However, with respect to this tender, Arriva will follow the 'negotiated procedure with prior call for competition' as described in Article 3.35 of the Dutch Public Procurement Act and will do so in accordance with Dutch Public Procurement law. An European grant of the European Climate, Infrastructure and Environment Executive Agency (CINEA) has been made available to Arriva and the Province of Groningen for the purchase of hydrogen trains. The parties concerned agreed that Arriva awards the Contract by means of an European tender. Considering, among others, the innovative nature of the Assignment Arriva considers the negotiated procedure the most appropriate procedure.

The announcement of this Assignment has been published on www.TenderNed.nl and in the Tenders Electronic Daily (TED, a supplement to the Official Journal of the EU).

The fact that this Contract shall be awarded by means of an European tender procedure does not create any precedent with regard to any future tender, purchase or contract of Arriva. Arriva is not a contracting authority within the meaning of the Dutch Public Procurement Act. Arriva is not in any way obliged to organise tenders in accordance with Dutch Public Procurement law or to organise private tender procedures.

1.3. Electronic tender procedure

All communication related to this tender procedure takes place via the tendering platform TenderNed. This also applies to submitting Applications and Tenders.

Entrepreneurs should register with TenderNed in order to be able to submit their Application and Tender. We invite Entrepreneurs to make themselves acquainted with the systems of TenderNed in due time. If Entrepreneurs have any functional or technical questions regarding TenderNed, Entrepreneurs can consult the Dutch or English website via www.tenderned.nl. For specific questions Entrepreneurs can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 or via servicedesk@tenderned.nl.

Solely the Tenderer is responsible for the (timely) submission of the Application or Tender. Arriva is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

1.4. Market exploration

In preparation for this tender, Arriva has been in contact with a number of potential suppliers to gather information. The aim of this market survey was to obtain relevant information for determining the tender strategy and for preparing the documents for this tender procedure. The market exploration was carried out on the basis of a questionnaire drawn up by Arriva. This questionnaire is included for information as Appendix 1. The information that Arriva obtained through this market exploration has been or will be, insofar as relevant, incorporated in the documents of this tender procedure.

1.5. Communication during tender procedure

During the tender procedure, Mr. N. (Niels) Karremans is the sole point of contact for participating Entrepreneurs. All correspondence takes place via the TenderNed. If communication cannot be conducted via TenderNed, Entrepreneurs may contact Arriva via the contact details below:

- Email: niels.karremans@arriva.nl

Paragraph 3.2 stipulates the conditions on communication. If Entrepreneurs, (Selected) Candidates and Tenderer(s) do not comply with these conditions, this could be seen as undue influence and could lead to exclusion.

1.6.Planning Qualification Phase

The following planning is used for this Qualification Phase.

Process step		Date – time (CET)
1	Publication of the tender via TenderNed	25 November 2022
2	Deadline for submission of questions	13 December 2022 – 02.00 PM
3	Publication of final Memorandum of Information	20 December 2022
4	Deadline for submission of Applications	20 January 2023 – 02.00 PM
5	Communication of the provisional Selection Decision and rejection(s), start stand-still period	3 February 2023
6	Final selection of Candidates	24 February 2023
7	Start Tender Phase	28 February 2023

The above planning is based on current knowledge and insights. Arriva reserves the right to change the planning if this is desirable or necessary. Entrepreneurs will be informed about any adjustments via TenderNed.

1.7.Reading guide

The remainder of this Qualification Document consists of the following:

- Chapter 2 outlines the description of the Assignment and main characteristics of the Contracts
- Chapter 3 describes the tender procedure and its requirements and conditions
- Chapter 4 describes the minimum requirements that Candidates must meet in order to submit a valid Application in terms of Exclusion Grounds and Suitability Requirements
- Chapter 5 describes the assessment process of the Applications that will lead to the Selection Decision
- Chapter 6 outlines a global description of the Tender Phase

1.8.Appendices

The following Appendices are an integral part of this Qualification Document:

- Appendix 1 – Questionnaire used for market exploration (Dutch);
- Appendix 2 – European Single Procurement Document (ESPD);
- Appendix 3 – Documents to be submitted;
- Appendix 4 – Format for submission of questions;
- Appendix 5 – Format for submission of confidential questions;
- Appendix 6 – Format for submission of reference projects;
- Appendix 7 – Format for declaration of availability of competences Third Party;
- Appendix 8 – Equivalent of the Dutch declaration of conduct for Tenderers;
- Appendix 9 – Complaint handling form tender procedures Arriva.

2. The Assignment

This chapter describes the nature and scope of the Assignment, the objectives pursued by Arriva, and the main characteristics of the Contract.

2.1. The Assignment

Since December 2020, Arriva has been the concession holder for the current rail concession on the Northern lines in the Dutch Provinces Groningen and Fryslân. The concession includes the ambition to make rail transport more sustainable. The Province of Groningen, as concession provider, in particular aims for zero emission transport in 2035 by focussing on hydrogen. In this respect, the Province of Groningen, in a non-profit collaboration with Arriva, tested a hydrogen train about two years ago. The findings were optimistic, which has led to the decision to organize this tender. The report with the main results is publicly available.

Arriva wishes, in consultation with The Province of Groningen and in the context of innovation, to purchase four hydrogen trains – as a supplement on a full fleet - in the context of innovation (the Assignment). It intends to have the hydrogen trains included in the timetable and wishes to also deploy the trains, if the Veendam-Stadskanaal connection is realized, on that additional line.

In consultation with the Province of Groningen, it has been decided to purchase four hydrogen trains, with an option of two additional hydrogen trains. If the use of hydrogen trains is considered as positive by the stakeholders, it is possible that the tender of the consecutive concession of the Northern lines for the period from 2035 will include the replacement of all current diesel trains by hydrogen trains. Based on the current fleet, this would result in the potential purchase of 51 (additional) hydrogen trains. This possible purchase will take place by means of a separate purchasing procedure.

2.2. Scope of the Assignment

2.2.1. Supply of hydrogen trains

The Contract concerns the supply of four hydrogen trains, with an option for the supply of two additional trains. The trains must be authorised to operate on the Dutch rail tracks. In the Tender Phase the draft program of requirements and draft Purchase Agreement will be provided to the Selected Candidates.

2.2.2. Option for two additional trains

Arriva considers, in consultation with The Province of Groningen, to purchase two additional trains, bringing the total number of trains to 6. Any additional trains will be identical to the other 4 trains. The decision to purchase two additional trains will be made before the start of the Tender Phase, currently scheduled for February 28, 2023.

2.2.3. Maintenance of hydrogen trains

Arriva intends to outsource the maintenance of the hydrogen trains within the scope of this Assignment to the Contractor. The maintenance of the trains is therefore part of the scope of this Assignment. Tenderers are expected to include (the costs of) maintenance in their Tender. In the Tender Phase the draft program of requirements and draft Maintenance Agreement will be provided to the Selected Candidates.

2.3.No merging of Assignments / no division in lots

This tender does not involve merging of Assignments (in accordance with article 1.5 of the Dutch Public Procurement Act). The supply and maintenance of trains serves one technical and economic purpose. If supply and maintenance would be purchased through different lots, this would increase both costs and risks and is not in the interest of Arriva or the Contractor. This relates, among others, to the specific knowledge necessary to perform the maintenance of the trains of a specific supplier and the innovative character of the Assignment.

2.4.The Contracts

The Assignment will constitute of two Contracts, the supply Contract and the maintenance Contract. A draft of both Contracts will be made available to the Selected Candidates in the Tender Phase.

2.4.1. Duration of the Maintenance Agreement

The Maintenance Agreement enters into force at the effective date, being the date on which the Trains have been delivered to Arriva in accordance with the Purchase Agreement. The initial duration of the Maintenance Agreement is until the end of the current Northern Line Concession with Arriva as concession holder, which will be in principle until December 2035. After 2035, the concession could be awarded to a different concession holder.

Arriva reserves the right to extend the maintenance Contract for the next concession period (expected to be 15 years) under the same conditions and/or to transfer (all of) its rights under the maintenance Contract to the successive concession holder.

2.5.Waiting room construction

A waiting room construction applies to the Contract. Based on the assessment of the Tenders in the Tender Phase, a ranking of Tenderers is created. The Tenderer who finishes second in this ranking will be placed in the waiting room. A waiting room agreement is concluded with this party. This includes, among other things, that this Tenderer extends the validity period of its Tender for the duration of the waiting room agreement.

In accordance with the waiting room agreement, Arriva reserves the right, in the event of premature termination of the Contract with the first Contractor, to award the Contract to the Tenderer with whom the waiting room agreement is concluded. Arriva may invoke the aforementioned right up to 24 months after the conclusion of the Contract with the first Contractor. Arriva may also decide not to use the waiting room agreement. The waiting room agreement will be provided to the Selected Candidates in the Tender Phase.

3. Description of the tender procedure

This chapter describes the procedural requirements and conditions with regard to the tender procedure. Entrepreneurs, (Selected) Candidates and Tenderer(s) must comply with this. If this is not the case, Arriva may decide to exclude the (Selected) Candidate or Tenderer from participation. The requirements and conditions stipulated in this document apply to the Qualification Phase, the Tender Phase, or both, as the case may be.

By submitting an Application an Entrepreneur, (Selected) Candidate and/or Tenderer explicitly consent to all requirements and conditions stipulated in this Qualification document and declares that it will continue to comply therewith throughout the entirety of the tender procedure and the subsequent Contract period. Failing to comply with one or more requirements and/or conditions could result in its Application and/or Tender being disqualified from the assessment process and therefore excluded from the tender procedure.

3.1.General conditions tender procedure

1. This tender procedure is exclusively governed by Dutch law and will be carried out in compliance with the Dutch Public Procurement Act.
2. Arriva is not obliged to award the Assignment or to start the Tender Phase after the Qualification Phase. Arriva may, at any time and for any reason, decide to discontinue the tender procedure, for example if insufficient Candidates remain after the Qualification Phase to guarantee a sufficient level of competition during the Tender Phase.
3. Arriva will not reimburse any costs incurred or to be incurred by Entrepreneurs in relation to this tender procedure.
4. A dispute between the parties involved in the tender procedure, including a dispute that is only regarded as such by one of the parties involved, that arises as a result of this tender procedure will be settled by the District Court of Noord-Nederland.
5. Appendix 3 includes an overview of all the documents that need to be submitted with the Application and the documents that need to be submitted at the request of Arriva.

3.2.Communication, confidentiality and publicity

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified (see paragraph 1.3 and 1.5).

1. The Entrepreneur, (Selected) Candidate and/or Tenderer may only use the information made available by Arriva in connection with this tender procedure for the purpose for which it is provided: (possible) participation in the tender procedure.
2. The (Selected) Candidates and/or Tenderers are obliged to treat the information provided by Arriva confidential. (Selected) Candidates and/or Tenderers will also impose this obligation on any Third Parties and/or advisors to be engaged by them. This confidentiality will remain in force after the tender procedure has ended.

3. Publicity or advertising with regard to, in response to or in reference to this tender procedure by or on behalf of the Entrepreneurs, (Selected) Candidates and/or Tenderers, pending or after the tender procedure, is only permitted with the prior written consent of Arriva.
4. (Selected) Candidates and/or Tenderers cannot derive any rights from information provided orally. Rights can only be derived from information made available in writing.
5. All communication and correspondence during the tender procedure and during the execution of the Assignment will be in the English language, unless explicitly provided otherwise.

3.3.Procedure for asking questions

3.3.1. General questions

Arriva invites Entrepreneurs, (Selected) Candidates and/or Tenderers to ask questions and/or to make proposals for adjustments. The following must be taken into account:

1. The documents for this tender procedure have been drawn up with care. In the event of apparent or perceived errors or omissions in the document, including contradictions, the Entrepreneurs are obliged to warn or to request for clarification Arriva prior to the last closing date for asking questions as included in the planning. The moment of receipt of the questions is decisive. Arriva is not obliged to answer questions received after the deadline.
2. If an Entrepreneur, (Selected) Candidate and/or Tenderer fails to warn Arriva in a timely manner about apparent or perceived errors or omissions or to request for clarification in/on the documents of this tender procedure, it will forfeit its rights in this regard and the possible consequences will be at the expense and risk of such party. In that case, an Entrepreneur, (Selected) Candidate and/or Tenderer can no longer successfully complain at a later time during or after the tender procedure, either to Arriva or in court, about such matters.
3. Questions can solely be asked by using the 'Format for submission of questions' that is attached as Appendix 4 to this Qualification Document. This attachment, filled out by the Candidate, must be provided to Arriva via the message module of TenderNed, at the latest on the closing date for asking questions as included in the planning.
4. In order to enable proper processing by Arriva, each question must be asked separately, with a clear reference to the section of the documents of this tender procedure to which the question relates and without mentioning details of the Entrepreneurs own company.
5. Arriva will answer the submitted questions in one or more Memoranda of Information. The Memoranda of Information are an integral part of the documents for this tender procedure.

3.3.2. Confidential questions

1. Entrepreneurs, (Selected) Candidates and/or Tenderers have the opportunity to ask questions individually if disclosure of this information would harm the legitimate economic interests of the Entrepreneur. The basic principle is that information will not be provided individually, unless, in the opinion of Arriva, the Entrepreneur has actually demonstrated that there is a risk of damage to the legitimate economic interests of the Entrepreneur.
2. If an Entrepreneur, (Selected) Candidate and/or Tenderer wishes to make use of this option, it must provide for reasons to do so in the submitted question. If such reasons are not present or, in the opinion of Arriva, are insufficient, the question will be rejected and, if desired, can be asked again, as a non-individual question.
3. Confidential questions should be asked by making use of the 'Format for submission of confidential questions' that is attached as Appendix 5 to this Qualification Document.

3.4. Complaint procedure

The aim of the complaints procedure is to encourage that complaints are being handled quickly and easily and to prevent that complaints that can be resolved in mutual consultation are being submitted unnecessarily to the court.

Complaints must, in the first instance, be expressed by Entrepreneurs, (Selected) Candidates and/or Tenderers by the procedure of asking a question (paragraph 3.3). If an Entrepreneur, (Selected) Candidate and/or Tenderer does not agree with a response given by Arriva to a question, request, comment or objection from the Tenderer, it can submit a complaint by making use of the complaint procedure.

1. If a Candidate has a complaint, the candidate can submit a complaint as described in Appendix 9.
2. Submitting a complaint does not by definition suspend the tender procedure. The stand-still period can be suspended on request by the complaint committee. Arriva will take this request into account, however, the possibility to actually suspend the stand-still period remains a discretion of Arriva.

3.5. Requirements for submitting an Application

1. An Entrepreneur may only submit one Application, independently or as a participant in a Partnership. If an Entrepreneur submits an Application as a Candidate, it may not also act as a Third Party that is called upon by another Candidate.
2. An Application submitted other than via TenderNed will not be accepted.
3. The complete Application must be received by Arriva prior to the closing date and time stated in the most recent planning. Applications cannot be submitted after the closing date. Late receipt, regardless of the cause, is at the expense and risk of Entrepreneurs.
4. In the event of a general malfunction of TenderNed at or near the closing date of the submission of Applications Arriva reserves the right to extend the closing period as long as the 'digital vault' with

Applications has not yet been opened, even if the closing period has already passed. This is a right, not an obligation of Arriva and therefore does not affect the fact that late receipt, regardless of the cause, is at the expense and risk of the Entrepreneur.

5. If an Application is not complete, Arriva may decide to discard it and disqualify it from further participation.
6. All documents to be submitted must be submitted as requested in the Qualification Document. If applicable, Candidates must use the formats that have been made available by Arriva.
7. By submitting an Application, the Candidate fully and unconditionally agrees to the requirements and conditions set out in the Qualification Document. A conditional Application is not allowed and will lead to exclusion. General terms and conditions of Candidates are expressly rejected. This also applies to other general or specific terms and conditions, such as terms that are allegedly customary within the industry.
8. In case of contradictions between the documents for the Qualification Phase, the following order of priority applies:
 - i. Memoranda of Information, whereby the provisions of the most recent Memorandum of Information takes precedence over an older Memorandum of Information;
 - ii. The Qualification Document including Appendices;
 - iii. Submitted Application of the Candidate.

Candidates must thoroughly acquaint themselves with these documents as they contain important obligations that must be taken into account if a Candidate submits an Application.

9. Candidates must fill-out, legally sign and submit the European Single Procurement Document (ESPD) enclosed as Appendix 2.
10. The legal validity of the signature by one or more natural persons on behalf of the Entrepreneur(s) acting as a Candidate must be apparent from the extract of the professional or trade register. To this end, the Candidate must submit an extract from the professional or trade register, not older than six months, with its Application. If the Candidate is part of a holding company, it may also be necessary to submit extracts thereof to demonstrate that the Application has been legally signed. If directors are limited and/or jointly authorized, it must be demonstrated that the authority was sufficient to be able to validly sign the Application, or directors must sign jointly.
11. If the Application contains uncertainties, Arriva may request clarification from the Candidate. An explanation must be provided in writing and will form an integral part of the Application. The explanation may not lead to a change of the Application.
12. Arriva reserves the right to check all information provided by the Candidate for accuracy and to approach the specified referees without further permission of the Candidate.

13. Applications will not be returned at the end of this tender procedure.

3.6.Submitting an Application as a Partnership

A Partnership of Entrepreneurs can participate together and submit one Application and Tender. The following additional provisions apply to submitting an Application as a Partnership.

1. All Entrepreneurs who participate in a Partnership (also referred to as Partners) must individually complete and validly sign an independent ESPD and attach it to the Application. All Partners must state the names of the other Partners in the ESPD.
2. Entrepreneurs who participate in a Partnership should appoint a responsible authorized representative ('lead party'), i.e. the Partner that will represent the Partnership and acts as the sole contact person of the Partnership vis-à-vis Arriva. This information should be provided for in the ESPD by each Partner. The lead party is therefore the Entrepreneur who is adequately authorized by the other Partners to enter into obligations on behalf of the Partnership in the context of this tender. Furthermore, the Partners must indicate for each Suitability Requirement which Partner (or Third Party) complies.
3. By completing and validly signing the ESPD, each Partner declares that it is jointly and severally liable for the fulfilment of the obligations under the Tender and the Contract.
4. If a Partnership has been formed, the Partners must describe the form and formation in which the Partnership will operate and the division of the Assignment between the Partners in the ESPD.
5. If a Partnership is formed by Entrepreneurs participating in a single legal entity ('joint venture'), the participants (shareholders as the case may be) are jointly and severally liable for the Application and/or Tender and the execution of the Assignment, as well as the joint venture.
6. A Partnership that does not organize itself as a single legal entity, does not have to submit proof of registration in a national professional or trade register. In that case, the individual Partners must each submit proof of registration in a national professional or trade register.
7. The Exclusion Grounds that apply to this tender procedure apply to the Partnership as a whole and to the individual Partners. If an Exclusion Ground applies to one of the Partners, this may lead to exclusion of the entire Partnership.
8. When assessing the Application, the Partnership will be regarded as a whole with regard to the Suitability Requirements applicable to this tender, unless otherwise specified.
9. The Candidate must participate in the Tender Phase in the same composition as in which an Application was submitted: in principle it is not possible to change the composition of the Partnership. However: if there is a legal succession under general or special title in the position of the Candidate, including one of the participants in the Partnership, as a result of the restructuring of the company or insolvency, this can be replaced by the successive Entrepreneur, provided that this

complies with the Exclusion Grounds and Suitability Requirements set out in the Qualification Document.

10. During the term of the Contract, the Partnership may only change its composition after written approval of Arriva.

3.7. Relying on a third party

In order to be able to meet the Suitability Requirements, candidates can rely on a Third Party. When relying on a Third Party, the following additional provisions apply:

1. The Candidate who calls on a Third Party to meet the Suitability Requirements must indicate in its ESPD which Third Party it relies on and for which Suitability Requirement(s).
2. Third parties whose competence the Candidate relies upon must fill-out and submit an ESPD form. The ESPD from a Third Party must be legally signed by the Third Party concerned and submitted with the Candidate Application.
3. If the Candidate relies on a Third Party, it must, at Arriva's first request after the announcement of the (provisional) Selection Decision, submit a written and validly signed statement of this Third Party within ten days of a request to that effect, showing that the Candidate can feature the necessary resources from this Third Party during the term of the Contract.
4. If the Candidate relies on a Third Party for the requirements with regard to technical and professional competence, this Third Party must actually be deployed in the performance of the Assignment for the part to which the relevant Suitability Requirement pertains, unless explicitly provided otherwise.
5. The Candidate is fully liable for the fulfilment of all obligations under the Tender and the Contract, including the obligations that are subcontracted.
6. The Candidate must participate in the Tender Phase in the same composition as in which an Application was submitted: in principle it is not possible to rely on other Third Parties than as mentioned in the submitted Application. However: if there is a legal succession under general or special title in the position of a Third Party on which the Candidate invoked in the Application, as a result of restructuring of the company or insolvency, this can be replaced by the successive Entrepreneur, provided that it satisfies to the Exclusion Grounds and Suitability Requirements set out in the Qualification Document.
7. During the term of the Contract, Third Parties can only be replaced after prior written approval of Arriva.

4. Exclusion Grounds and Suitability Requirements

In this chapter the requirements set by Arriva to determine whether particular Candidates are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set. Candidates need to indicate whether or not the Exclusion Grounds apply to it and whether or not it complies with the Suitability Requirements by completing the ESPD (Appendix 2) and signing the self-declaration (included in the ESPD form).

The ESPD is a PDF file that has been partially filled in by Arriva. Candidates and/or Third Parties must fill in the rest of the form, print it, legally sign it with a handwritten signature, scan it and submit it together with its Application via TenderNed.

4.1. Exclusion Grounds

Grounds for Exclusion relate to circumstances that concern the Candidate (which may be a Partner) and/or Third Parties and may justify its exclusion from participation in this tender procedure. The applicable mandatory and optional Exclusion Grounds are listed in the ESPD by means of a tick of the boxes. Candidates could be excluded from participation if one of the Ground of Exclusions is applicable on the Candidate and/or Third Parties.

At its sole discretion, Arriva may decide not to apply the Grounds for Exclusion:

- for pressing reasons of general interest;
- if in the view of Arriva, the provider has taken adequate measures to restore the damaged trust; or
- if exclusion is not a proportionate action given the period that has expired and the subject of the Contract.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Application: it is only required upon request by Arriva after a Candidate has been selected pursuant to the Selection Decision. After such request, the evidence must be provided within twenty days. The following supporting documents can be requested by Arriva:

1. Extract of the professional or trade register of the country of origin, which is not older than six months.
2. Declaration from the tax authorities regarding the payment of taxes and social security contributions, which is not older than six months at the time of registration or an equivalent if the Candidate or the Third party is not vested in the Netherlands.
3. Certificate of conduct for procurement (Dutch: *Gedragsverklaring Aanbesteden*) as referred to in Article 4.1 of the Public Procurement Act 2012, which is not older than two years at the time of submission of the Tender, or an equivalent if the Candidate or Third Party is not vested in the Netherlands. If there is no equivalent available in the country the Candidate or Third Party is vested in, the Certificate of conduct for procurement can be replaced by a declaration on oath or, in Member States or countries where there is no provision for declarations on oath, by a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade body, in the Member State or country of origin or in the Member State or country where the economic operator is established. A format for such declaration is included as Appendix 8. Please note that Arriva cannot take any responsibility for the correctness of such wording with respect to possible national requirements.

Candidate or Third Parties, as the case may be, are advised to obtain advise in the country of establishment on such matter.

Please check <https://ec.europa.eu/tools/ecertis/search>, eCertis is the information system that helps you identify different equivalent documents and certificates requested in procurement procedures across the EU. Where the Member State or country in question does not issue such equivalent documents or certificates, or where these do not cover all the relevant Exclusion Grounds it may be replaced by a declaration on oath or, in Member States or countries where there is no provision for declarations on oath, by a solemn declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade body, in the Member State or country of origin or in the Member State or country where the Candidate is established.

Please note that we allow Candidates to provide for the evidence as mentioned in item 1, 2 and 3 above that is of a later date than the date of submission of the Application. However, we note that obtaining such documents may be time consuming. Therefore, we advise you to start this process in a timely manner.

4.2.Suitability Requirements

The Candidate will be excluded from participation in this tender procedure if it does not meet the following Suitability Requirements.

4.2.1. Financial and economic suitability

No.	Requirement	Means of evidence
SR1	Healthy business It is essential that the Candidate is a stable company and that it can guarantee its continuity.	The two most recent authorised financial statements without a continuity section. To be submitted at the request of Arriva after the publication of the Selection Decision.

4.2.2. Technical and professional competence - core competencies

It is important to Arriva that the Contractor is suitable to carry out the Assignment. In order to obtain certainty about this, Arriva has formulated a number of Suitability Requirements in the area of core competencies.

No.	Requirement	Means of evidence
SR2	Admission to the Dutch rail network. The Candidate has experience with a successful admission of rolling stock in the Netherlands, and therefore knows and is able to comply with the specific requirements and demands by ERA, ILT and Prorail. The experience must be	Statement of a reference project in accordance with the 'Format reference projects for core competences' (appendix 6). To be submitted with the Application

	evidenced by a reference project carried out by the Candidate. As to not unnecessarily restrict the size of the market for hydrogen trains the reference project need to be executed or completed within ten (10) years prior to the closing date of the submission of the Application.	
SR3	Production of a FuelCell hydrogen train. The Candidate must have experience in producing a functioning FuelCell hydrogen train for passenger transport. The experience must be evidenced by a reference project carried out by the candidate. As to not unnecessarily restrict the size of the market for hydrogen trains the reference project need to be executed or completed within five (5) years prior to the closing date of the submission of the Application.	Statement of a reference project in accordance with the 'Format reference projects for core competences' (appendix 6). To be submitted with the Application

In addition to the substantive aspects, the following minimum requirements apply to the reference projects to be submitted. If these requirements are not met, the reference project and with that the Application is considered invalid:

1. The reference format should be completed using the font and size as provided for in the format. Further requirements are provided for in the form itself.
2. If the Tenderer submits a project that is not yet fully completed, then only the completed results of the ongoing project can be submitted for reference purposes.
3. For verification purposes, the contact details of the reference organisation must be provided completely and correctly together with the description of the reference project. Arriva is entitled to contact the reference organisation without prior notice to the Candidate in order to verify any submitted reference project. The Candidate must inform the reference organisation that it can be approached in this context;
4. If the statement of the reference organisation does not correspond to the statement of the Candidate in relevant parts or the reference organisation does not wish to cooperate with the verification and therefore it cannot be verified whether the suitability requirement has been met, the reference project could be considered invalid which could result in exclusion.
5. References are only considered valid if the relevant reference project has been carried out by the Candidate, one of the Partners in the case of a Partnership or a Third Party whose experience the Candidate relies upon pursuant to the ESPD.

Arriva reserves the right to ask for submission of further supporting documents showing that the statements have been completed truthfully. Arriva is not obliged to do so.

4.2.3. Technical and Professional Competence - Quality management system

The Candidate has taken steps to ensure the required quality by adopting a quality management system in which Candidate determines the processes needed for the quality management system and its application throughout the organization.

No.	Requirement	Means of evidence
SR4	Certified quality management system The candidate must have a certified quality system such as NEN-EN-ISO 9001:2015 or equivalent. The certificate must relate to business processes relevant to this Assignment.	An NEN-EN-ISO 9001:2015 certificate, or equivalent certification(s) or certificate(s) from an independent third party stating that Candidate's quality management systems covers the same subjects as the requested certificate. To be submitted at the request of Arriva after the publication of the Selection Decision.

4.2.4. Technical and Professional Competence - Professional or trade registration

No.	Requirement	Means of evidence
SR5	Registration in professional or trade register The Candidate, including any Partners and/or Third Parties relies upon, must be registered in the professional or trade register in the country of origin.	Extract(s) from the professional or trade register. To be submitted with the Application

5. Assessment of the Application

This chapter describes how Applications are assessed to determine whether the conditions for participation in the tender have been met. It also describes how Candidates are selected to subsequently be invited to participate in the Tender Phase.

5.1.Opening procedure

Shortly after the closing date (specified in the paragraph 1.6. Planning Qualification Phase) the 'digital vault' with the Applications will be opened by Arriva. Candidates receive an automated notice when the vault is opened. An individual report is drawn up of the opening. These individual reports will not be made public.

The opening of the digital vault is a procedural step. The Applications will not be assessed during the opening. Candidates are not invited to attend the opening procedure.

5.2.Check whether the Application complies

After opening, the Application will be assessed against the conditions and requirements laid down in this Qualification Document, including the check whether no Exclusion Grounds apply and the Suitability Requirements are met. If an Application does not comply with this, the Candidate may be excluded from participation.

5.3.Communicating the Selection Decision

After the assessment of the Applications, Arriva will proceed to communicate the (provisional) Selection Decisions to the Candidates. All selected and rejected Candidates will be notified in writing simultaneously via TenderNed. Candidates whose Application have not resulted in selection will receive the reasons for the rejection.

5.4.Verification of additional evidence

Arriva will request the Selected Candidates to provide for the evidence that is requested after the publication of the Selection Decision in accordance with chapter 4. Arriva will set a period of twenty (20) days in which the Selected Candidate will need to provide Arriva with the relevant documents. If it appears that the Application of a Selected Candidate cannot be verified (in time), the Candidate concerned can still be excluded from (further) participation in the tender procedure.

5.5.Stand-still period

Any Candidate that does not agree with the Selection Decision may, within a period of twenty (20) calendar days from the date that the Selection Decision was sent to the Candidates, object by serving a summons with the District Court of Noord-Nederland. In the interest of rapid and proper progress, every Candidate is urgently requested to inform Arriva in good time of the use of this legal remedy, by sending a (scanned) copy of the written summons via the message module of TenderNed, addressed to the contact person of Arriva mentioned in this Qualification Document.

Upon expiry of this period, no more applications for a preliminary injunction can be submitted concerning this tender procedure. This means that if a Candidate has not actually served a summons within the set number of calendar days after the Selection Decision has been sent, the Candidate in question can no longer object to this decision.

If preliminary injunction proceedings are brought against the Selection Decision, Arriva will notify the other Candidates of this fact. Arriva will apply a waiting period pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by Arriva.

5.6.Final Selection Decision

If after the expiry of the stand still period of twenty (20) calendar days no objection(s) have been submitted, Arriva is entitled to proceed with the tender procedure by providing the Selected Candidates with the Tender Document.

6. Description of Tender Phase

6.1. Summary of procedure

After the Selection Decision, the Tender Phase will start. At the start of this phase, the Selected Candidates receive the Tender Document including the draft program of requirements and the draft Contract. The Selected Candidates are given the opportunity to respond to these documents through individual meetings. After these meetings they can ask questions and/or propose changes in writing. Arriva will respond to the questions asked and proposed changes by means of a Memorandum of Information. After this, the program of requirements and the Contract are finalized. The Selected Candidates must base their Tender on these finalized documents.

After submitting the first Tender, the Selected Candidates are invited for a negotiation meeting. After the negotiation meeting, the Selected Candidates are given the opportunity to submit a modified Tender. There will be at least one round of negotiations, Arriva keeps the possibility open to include multiple rounds of negotiations in the procedure. After the final round of negotiations, the Selected Candidates will be invited to submit their Best And Final Offer (BAFO).

The BAFO are assessed in the manner described in the Tender Document to determine which Tender is the 'economically most advantageous tender'.

6.2. Planning

The indicative time schedule for the Tender Phase, based on one round of negotiations, is as follows:

Process step		Date – time (CET)
1	Start Tender Phase, start providing the Selected Candidates with the Tender Document	28 February 2023
2	Individual meetings with Tenderers	21/22 March 2023
3	Deadline for submission of questions and changes	28 March 2023 – 02.00 PM
4	Memorandum of Information I	7 April 2023
5	Final version of the Contract and the program of requirements	14 April 2023
6	Deadline for submission of questions	2 May 2023 – 02.00 PM
7	Memorandum of Information II	12 May 2023
8	Deadline for submission of first Tenders	26 May 2023 – 02.00 PM
9	Negotiation meetings with Tenderers	8/9 June 2023
12	Deadline for submission of BAFO	7 July 2023 – 02.00 PM
13	Announcement provisional contract award and rejection(s), start stand-still period	28 July 2023
14	End of stand-still period	1 September 2023

The above planning is based on current knowledge and insights. Arriva reserves the right to change the planning if it considers such desirable or necessary. Entrepreneurs will be informed about any adjustments via TenderNed.

6.3.Contract award criteria

The Contract will be awarded to the most economically advantageous tender. To determine which tender is the most economically advantageous tender Arriva uses an award model based on 'award on value'. In this award model, qualitative aspects of the tender are translated into a fictitious discount (FD) that is deducted from the TCO amount. In this way the 'evaluation price' of the offers is determined. The Tender with the lowest 'evaluation price' is the most economically advantageous tender.

The TCO amount is the Total Cost of Ownership for all trains (4 or 6) for the expected (economic) lifespan of the trains. The TCO amount consists of the offered prices by the Tenderer for supply and maintenance, but also costs associated with the trains and services offered by the Tenderer, such as hydrogen consumption, track use costs associated with the weight of the train and costs for transporting the trains to the maintenance workshop.

The qualitative contract award criteria that will be used are shown in the table below.

Contract Award Criterion	
Q1	Number of extra seats compared to the minimum requirement
Q2	Earlier delivery date compared to the minimum requirement
Q3	Distance to the maintenance workshop

The formula to determine the 'evaluation price' is shown in the following box.

$$\text{Evaluation Price} = \text{TCO amount} - / - (\text{FD}_{Q1} + \text{FD}_{Q2} + \text{FD}_{Q3})$$

Appendix 1 – Questionnaire used for market exploration

Attached separately

Appendix 2 – European Single Procurement Document (ESPD)

Attached separately

Appendix 3 – Documents to be submitted

Attached separately

Appendix 4 – Format for submission of questions

Attached separately

Appendix 5 – Format for submission of confidential questions

Attached separately

Appendix 6 – Format for submission of reference projects

Attached separately

Appendix 7 – Format for declaration of availability of competences Third Party

Attached separately

Appendix 8 – Equivalent of the Dutch declaration of conduct for Tenderers

Attached separately

Appendix 9 – Complaint handling form tender Supply and Maintenance of Hydrogen Trains

Attached separately