

# Selection Guidelines

for a negotiated procedure including notice, according to the  
Public Procurement Act 2012

## Tramway series 17G

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### Procurement

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This call for tenders will record your employees' data. GVB does not process personal data for any purpose other than that of this tender.

## Table of contents

List of terms .....	4
<b>1 General .....</b>	<b>8</b>
1.1 Introduction .....	8
1.2 GVB .....	8
1.3 Special-sector company .....	10
1.4 Annexes .....	10
1.5 TenderNed .....	11
<b>2 Contract .....</b>	<b>12</b>
2.1 Purpose of the Contract .....	12
2.2 Scope of the Contract .....	13
2.3 Variants .....	<u>1416</u>
2.4 Agreement(s): .....	<u>1417</u>
2.5 Reserve contractor (waiting room) arrangement .....	<u>1517</u>
2.6 Price ceiling .....	<u>1517</u>
2.7 Outline of the award criteria .....	<u>1618</u>
<b>3 Tender procedure - registration and selection .....</b>	<b><u>1719</u></b>
3.1 Purpose .....	<u>1719</u>
3.2 Schedule .....	<u>1719</u>
3.3 Contact and correspondence .....	<u>1820</u>
3.4 The information phase .....	<u>1820</u>
3.5 Registration phase .....	<u>1921</u>
3.6 The assessment phase .....	<u>2224</u>
3.7 Follow-up procedure for selected Candidates .....	<u>2527</u>
3.8 Other conditions .....	<u>2628</u>
<b>4 Exclusion grounds and suitability requirements .....</b>	<b><u>3133</u></b>
4.1 Assessment of exclusion grounds .....	<u>3133</u>
4.2 Assessment of minimum requirements .....	<u>3335</u>

## List of terms

The capitalised terms used in these selection guidelines mean the following:

- Public Procurement Act : The Dutch Public Procurement Act 2012, as in force at the time of publication of these Selection Guidelines on TenderNed.
- Registration : Request for participation in the tender procedure.
- BAFO : Best and Final Offer
- Basic Order : The basic order as further described in section 2.2 of these selection guidelines and under the conditions of the Purchase Agreement and the LTSA.
- DCC : The Dutch Civil Code.
- Consortium : Partnership of Entrepreneurs who jointly submitted a Registration or who intend to submit a Registration jointly, depending on the context.
- Documentation : All written or digital information (including but not limited to instructions and manuals) that the Contractor does or must provide to GVB in connection with the performance of the Contract and the fulfilment of the Contractor's contractual obligations towards GVB, all as further described in the tender documents.
- Self-Declaration : The European Single Procurement Document (ESPD) referred to in Section 2:84(1) of the Public Procurement Act, which has been appended to the Selection Guidelines as Annex 1.
- Fleet Life Cycle : The period from Acceptance of the first Tram Vehicle up to 30 years after Acceptance of the last Tram Vehicle delivered under the order, on the understanding that this period shall never exceed 35 years after Acceptance of the first Tram Vehicle of the order. The order may be: the Basic Order or an order placed by GVB exercising an Option.
- Certificate of Conduct for Procurement (GVA) : A certificate referred to in Section 4:1 of the Public Procurement Act.

- Candidate : An Entrepreneur or Consortium that submits a Registration or that intends to submit a Registration, depending on the context.
- GIVA : GIVA stands for Generic ICT Vehicle Architecture. The GIVA domain consists of non-vehicle-specific ICT, owned and developed by GVB, which operates in support of systems in the Tram Vehicle, as well as for passengers and GVB's back-office/wheel-rail systems.
- GVB : GVB Activa BV or GVB Exploitatie BV, depending on the context. GVB Activa is the purchaser and owner of the Tram Vehicles, GVB Exploitatie is the operator and the public transport concession holder.
- Tenderer : A Candidate that, in the registration stage as described in the Selection Guidelines, has been selected by GVB for participation in the Tender and Award Stage and has been invited to submit a Tender or has submitted a Tender, depending on the context.
- Tender : Offer to perform the Contract, submitted in the manner prescribed in the Tender Guidelines. Depending on the context or stage of the procurement procedure, this may mean 'initial tender' or 'BAFO tender'.
- Tender and Award Stage : This is the phase following the selection phase in which – among other things – the dialogue and negotiation discussions take place. This phase also includes the initial tender phase and the BAFO phase.
- Tender Guidelines : The invitation to submit a Tender which will be shared by GVB with the Candidates that submitted a Registration in the selection phase, to which no exclusion grounds apply and which meet all the stated suitability requirements.
- Purchase Agreement : The Purchase Agreement as referred to in section 2.4, a model of which will be attached as an annex to the Tender Guidelines.
- Life Cycle Costs or LCC : The total life cycle cost of a Tram Vehicle 17G, divided into procurement costs, maintenance and service costs, energy consumption costs, and LTSA fleet management, service and support costs.

- LTSA : LTSA stands for Long Term Service Agreement. A long-term collaboration between GVB and the Contractor regarding maintenance services and deliveries, in which the Contractor guarantees the agreed performance throughout the Fleet Life Cycle by performing fleet management, service, support, and major maintenance. GVB is thus the operator providing first-line support. All this subject to the conditions as expressed in the model LTSA, which is attached to the Tender Guidelines.
- Clarifications Document : The questions and answers, which are published from time to time by GVB (via the questions and answers module of TenderNed), in which GVB provides further information to the Candidate(s) following questions and comments about the selection guidelines and their annexes.
- Subcontractor : An Entrepreneur to which the main contractor will subcontract part of the Contract.
- Entrepreneur : An Entrepreneur within the meaning of Section 1:1 of the Public Procurement Act.
- Contract : The contract as described in the tender documents and recorded in writing in one or more agreements between GVB and the Contractor.
- Contractor : The Tenderer with which GVB ultimately concludes one or more agreements based on this tender for the execution of the Contract.
- Option : Modification of the original Contract, with the nature, scope, and conditions under which this modification can be implemented being described in section 2.2.1 of the selection guidelines.
- Price ceiling : The maximum available amount to be established by GVB for the parts of the Contract defined in section 2.6. Tenders for a higher amount will be considered unsuitable and unacceptable and will not be assessed further in terms of content by GVB.
- TenderNed : The electronic platform used by GVB to complete this tender procedure.

- Authorisation : (The acquisition of) a permit for commissioning as referred to in Article 32(1) of the Local Rail Act.
- Tram vehicle : An electrically powered vehicle intended for passenger transport via overhead catenary running on tracks located (partly) in the public highway.
- VRA : Transport Authority Amsterdam
- ESPD : The European Single Procurement Document, also referred to as Self-Declaration as per Section 2.84 of the Public Procurement Act

In these selection guidelines, terms are also used and written in capital letters that will be explained during the Tender and Award Stage. For the readability of these selection guidelines, we use just these terms without further explanation.

# 1 General

## 1.1 Introduction

These are the Selection Guidelines for the tender for the procurement of tram series 17G with reference 2025-25, as announced on TenderNed. In this call for tenders, GVB has opted for a negotiated procedure including notice in accordance with Section 3.35 of the Public Procurement Act.

These Selection Guidelines describe how Candidates can submit a Registration, what grounds for exclusion and suitability criteria apply and how Candidates can qualify for the Tender and Award Stage of this tendering procedure. No selection will take place among the suitable Candidates. All Candidates to which no grounds for exclusion apply and that meet the specified suitability requirements will be invited by GVB to participate in the Tender and Award Stage.

At the start of the Tender and Award Stage, the selected Candidates will be provided with Tender guidelines. The contract is awarded to the Tenderer with the most economically advantageous tender (MEAT) according to the 'best price-quality ratio' award criterion. The award criterion will be detailed in the Tender Guidelines.

### Reading Guide:

The Selection Guidelines consist of the following sections:

Chapter 1 contains general information about GVB and lists the annexes that form an integral part of the Selection Guidelines.

Chapter 2 contains a description of the objective(s), nature and scope of the Contract that GVB wishes to tender, and the agreement(s) that GVB wishes to enter into with the Tenderer that submits the tender with the most economically advantageous tender based on the best price-quality ratio.

Chapter 3 contains a description of the selection phase, with a brief outline of the follow-up procedure, including all regulations applicable to it.

Chapter 4 lists the grounds for exclusion and suitability requirements that apply and describes how the assessment of the Registrations is carried out.

## 1.2 GVB

With a rich history as a carrier, GVB has been inextricably linked to Amsterdam and its surroundings for 125 years. GVB provides public transport by tram, bus and metro, as well as ferry services in and around Amsterdam, including across the IJ and the North Sea Canal. In doing so, we are also responsible for social safety and the management and maintenance of the city's vehicle, vessel and rail infrastructure. On average, GVB transports around 1 million passengers a day. With over 3,200 employees, GVB is one of the largest employers in Amsterdam. For more background information on GVB, please visit <http://www.gvb.nl>.

GVB is operator of the transport concession on behalf of Transport Authority Amsterdam. The Transport Authority of Amsterdam is a co-shareholder, along with the City of Amsterdam. With its client and shareholder and together with a variety of parties, we are working on a comprehensive and coherent, accessible and sustainable public transport network, now and in the future. We minimise the environmental impact of our activities as much as possible. GVB is working towards completely emission-free operations. Where possible, we ask the same of our suppliers.

### **Welcoming, Connecting, and Reliable**

Our core values are welcoming, connecting and reliable. In connection with these, we take into account that a journey by public transport takes place not only on board our vehicles and ferries, but just as much at stations, stops and platforms. In all these places, we provide safety, comfort and hospitable service.

### **Creating value for Amsterdam**

GVB is primarily a mobility partner of Amsterdam. We work on the accessibility and habitability of the city, commissioned by Transport Authority Amsterdam and together with the City of Amsterdam and other organisations. This will make mobility accessible to all. We do this in a sustainable way, emitting as little CO<sub>2</sub> as possible. This is how we contribute to the city's habitability. In addition, GVB is a large employer providing employment to a very diverse group of people from diverse backgrounds and education. 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*

'People travelling in Greater Amsterdam opt for walking, cycling and public transport.' That is our mission.

Our strategy consists of 4 strategic pillars:

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

As a **welcoming guide**, our goal is to have travellers choose public transport as a matter of course, because we offer a comfortable journey in which accessibility and service ensure a pleasant travel experience. We also offer convenience through simple means of scheduling, booking and payment. Furthermore, we provide excellent travel information and report disruptions in a timely manner, providing alternative travel routes. We also want to actively combine travel planning and payment, opening up alternatives such as (e-)bicycles and (e-)scooters. This should result in satisfied passengers and more travellers on public transport.

As an **operationally excellent carrier**, we focus on safe, fast, reliable and affordable transport. Decisions on our network and equipment, among others, are made in an integrated manner. Because GVB also oversees the management of rail infrastructure activities, we accumulate knowledge to optimally plan and execute management and maintenance at the lowest possible cost. All this contributes to passenger reliability and greater predictability in our operations.

We use our role as an **expert and partner** in transport, with over 125 years of experience in mobility in Amsterdam, to the benefit of our partners. We embrace all forms of sustainable mobility that have little or no impact on the use of space in the city, i.e. walking, cycling and possibly shared transport in combination with public transport. We want our partners to include our wealth of knowledge and data in their policy plans as early as possible and to see us as an organisation working on the Greater Amsterdam transport chain. This way, we can contribute to the best solutions for mobility in and around Amsterdam.

To achieve these goals, we work from a **robust foundation**: a solid base supported by good employment practices and a healthy, agile organisation that is process-driven and integrated. The foundation is also provided by the commitment to maintain the quality of our assets and through the digital component.

### 1.3 Special-sector company

The special-sector company in this tender is GVB Activa B.V. (hereinafter referred to as: "GVB"). GVB Activa B.V. is conducting this tender procedure partly on behalf of GVB Exploitatie B.V. Other legal entities affiliated to GVB Activa B.V. or GVB Exploitatie B.V., insofar as they are involved in the implementation of the agreement(s) in question in the future, may purchase services and/or supplies from the Contractor under relevant agreement(s) under the same conditions as GVB Activa B.V. and GVB Exploitatie B.V..

Both GVB Activa B.V. and GVB Exploitatie B.V. qualify as special-sector companies within the meaning of the Public Procurement Act.

GVB Exploitatie B.V. will manage and maintain the Tram Vehicles on behalf of GVB Activa B.V. GVB Activa B.V. purchases the Tram Vehicles to be contracted, strategic (switch) parts, spare parts for the first general warranty period for the purpose of the Basic Order, special tools and Documentation.

### 1.4 Annexes

The following annexes form part of these Selection Guidelines. These documents can be downloaded from TenderNed.

Annex 1	Self-Declaration (form; uea_577326_20260326153031.pdf)	Selection Guidelines Section 3.5.2
Annex 2	Reference Contract Declaration (model)	Selection Guidelines Section 4.2.2
Annex 3	Consortium Statement	Selection Guidelines Section 3.5.4
Annex 4	Declaration of reliance on third party/parties	Selection Guidelines Section 3.5.4
Annex 5	Parent company guarantee declaration (model)	Selection Guidelines Section 4.2.1
Annex 6	Statement of Financial viability and continuity of operations (model)	Selection Guidelines Section 4.2.1

For all documents, questions and answers create new versions of documents, which are then published in a Clarifications Document. The latest version is always the version in force. Earlier versions are marked 'expired' on TenderNed. For documents that need to be completed, a version in which changes are visible so that Candidates can see exactly what has been changed and a clean version to be used by Candidates when submitting the Registration (or later the Tender) will be published as much as possible. This is always the document with the highest version number.

### 1.5 TenderNed

This procurement procedure is conducted entirely electronically through the TenderNed platform ([www.tenderned.nl](http://www.tenderned.nl)). All communication and information exchange between GVB and the Candidates in the context of this tendering procedure, except for dialogue and negotiation meetings organised by GVB, will take place via this tendering tool.

To participate in this procurement procedure, Entrepreneurs must be registered in TenderNed.

For Dutch entrepreneurs, registration in TenderNed is only possible if they have e-Identification tool with reliability level 2 or higher. Please bear in mind that applying for an e-Recognition Tool takes several working days. More information about the e-Recognition tool and registration on TenderNed is available at [www.tenderned.nl](http://www.tenderned.nl).

Any questions about TenderNed should be directed to the TenderNed service desk. The service desk is available from 8:30 a.m. to 5 p.m. on working days on the freephone number 0800-8363376 or by email at [servicedesk@TenderNed.nl](mailto:servicedesk@TenderNed.nl).

## 2 Contract

### 2.1 Purpose of the Contract

The purpose of this Contract is to acquire and - jointly with the Contractor - maintain 75 new one-way Tram Vehicles to replace part of the existing Siemens Combino tram type (series 13G and 14G) which series will reach the end of their technical and/or economic life in the coming years. The target start date for the Contract is Q4 2027 / Q1 2028 and the replacement of the existing series 13G and 14G should take place from 1 July 2032 at the latest.

The ambition is to buy the best Tram Vehicles for the Fleet Life Cycle. By 'best Tram Vehicle', GVB means: a high-quality and safe tram at a market-based price, which gives satisfied driving personnel and passengers, is predictable in maintenance and hardly ever breaks down.

However, GVB cannot achieve this ambition alone. The latest generations of rail vehicles are becoming increasingly complex in technical architecture, both in terms of rail vehicle technology and also in terms of operational technology and information technology and associated interfaces. Recent experience has given the insight that GVB cannot (fully) master this technique independently for both (complex) breakdowns, damage repairs and overhauls. GVB needs its vehicle suppliers throughout the Fleet Life Cycle to control and optimise the availability, reliability and costs of its rail fleet.

GVB therefore wishes to enter into a long-term partnership with the Contractor in the form of a Long Term Service Agreement (LTSA). The Contractor is given a directing role in this with regard to maintenance and is also responsible for realising performance requirements during operation.

This tender is based on Life Cycle Costs (LCC) which are broadly expressed in procurement costs, maintenance and service costs and energy consumption costs and LTSA fleet management, service and support costs.

The vision that GVB has developed for the inflow and outflow of Tram Vehicles is called the Breathing Fleet Strategy. A new vehicle series is envisaged approximately every 10 years, allowing almost continuous adjustment in fleet size to changes in operating needs. This need to be able to adjust fleet size according to changes in operating needs is one of the reasons for the options described in 2.2.1.

## 2.2 Scope of the Contract

The scope of the envisaged Contract will in any case include the Basic Order and services as further described in one or more agreements, drafts of which will be shared with the selected parties at the Tender and Award stage.

The Basic Order includes the following items:

1. 75 one-way (1-R) Tram Vehicles (design, build, test, deliver roadworthy).
2. Mock-up (1:1) of front section including cabin and passenger compartment.
3. Initial spare parts and strategic parts with final lists in accordance with EN 50126 phase 6 (design phase).
4. Special tools incl. management and diagnostic software throughout the Fleet Life Cycle.
5. Inputs for current driving simulators, including updates over the Fleet Life Cycle.
6. Comprehensive Documentation for operation, management and maintenance (including diagrams, manuals, including revisions) and updates throughout Fleet Life Cycle.
7. Training (operation, management and maintenance)
8. Authorisation as per requirements of manager local railway.
9. Licences (software/IP) during Fleet Life Cycle.
10. Escrow agreements including keeping up to date during the Fleet Life Cycle.
11. Vehicle ICT based on GIVA architecture, cybersecurity, test setups, software updates during Fleet Life Cycle.
12. After Sales Services for the above items during the Fleet Life Cycle.
13. An LTSA with an initial contract term of 9 years after the expiry of the general warranty period. Thereafter, GVB can avail itself of two renewal options of 9 years each.
14. Framework agreement for major (overhaul) maintenance for the Fleet Life Cycle.

### 2.2.1 Options/revision clauses

GVB has the right but not the obligation to optionally invoke one or more Options under the agreement(s) to be concluded:

1. Additional supplies of up to 140 Tram Vehicles, including extension of associated supplies and services as described under the Basic Order.
2. Two-way variant (2-R) for 10 to 52 Tram Vehicles from the Basic Order or the Tram Vehicles ordered by GVB as part of Option 1.
3. Option for service counter in two-way version (2-R)
4. Additional spare parts and strategic parts
5. 2 types of coupling (electric/electro mechanical).

6. Automatic passenger counting system.
7. Autonomous driving on GVB premises.
8. ICT upgrades and replacement (hardware/software).
9. Functional adjustments to Tram Vehicle.
10. Hiring technical staff for maintenance.
11. Major (overhaul) maintenance on specific subsystems that GVB initially plans to perform itself (pantograph, wheels, brake, etc.).
12. Extension LTSA for purchased Options.

### 2.2.2 *Merging (partial) contracts, not lots*

GVB is making the well-considered strategic choice not to subdivide the Contract into different lots and deliberately aiming for a Contractor who can design and build the Tram Vehicles and, to a large extent, maintain them. Combining design, construction and services for conservation purposes offers the Contractor the opportunity to achieve synergy benefits. Practice shows that maintenance over the lifetime of Tram Vehicles creates a dependence on the original Contractor in optimising maintenance costs. Only the Contractor, as designer, builder and system integrator, has the necessary knowledge of the integral design and is thus able to make use of this detailed information. Moreover, the Contractor can draw on experiences with the same model Tram Vehicle at other clients. The Contractor can also already take long-term optimisation into account at the design stage, including in ensuring parts availability by making agreements with suppliers on preventing obsolescence. GVB requires the Contractor to assume a management role and responsibility for maintaining the Tram Vehicles, which is only possible by including the maintenance services in this Order, which responsibility can be optimised once the Contractor is also responsible for the design and construction of the Tram Vehicles.

Combining design, construction and services for maintenance purposes offers the Contractor the opportunity to achieve synergy benefits. SME's can continue to be eligible to supply parts and carry out maintenance work on the vehicles in subcontracting roles.

## 2.3 Variants

The submission of variants other than those explicitly requested by GVB during this tender procedure is not allowed.

## 2.4 Agreement(s):

GVB intends to enter into one or more agreements with one Contractor.

At the start of the Tender and Award Stage, the draft agreements will be provided.

Tenderers will have the opportunity to ask questions and suggest textual amendments to the draft agreements during the Tender and Award Stage.

## 2.5 Reserve contractor (waiting room) arrangement

A reserve contractor arrangement applies in relation to this tender. If the agreement(s) with the Tenderer to whom the Contract was initially awarded is terminated, GVB may, up to 18 months after start of the actual performance of the Purchase Agreement award the Contract to the succeeding Tenderer, the succeeding Tenderer being determined by disregarding the winning Tender when calculating the scores, provided that such Tenderer has expressed its willingness to maintain its Tender until 18 months after the start of the actual performance of the agreement(s). If this Tenderer is not prepared to act as reserve contractor, its place in the waiting room will expire and GVB may make the request to the next Tenderer in the order of priority, until such time as a Tenderer is found that is willing to maintain its Tender for up to 18 months after the start of the actual execution of the agreement(s).

The reserve contractor arrangement may no longer be relied upon after the expiry of its term of validity.

Among other things, GVB may use the waiting room construction if the agreement(s) with the Tenderer to whom the Contract has been awarded have been terminated, for example because it:

- has been granted a suspension of payment;
- has been declared bankrupt;
- has halted all or part of its activities;
- finds itself in a similar situation, with the result that it is no longer able to carry out the agreed work; or
- proves unable to meet the Functional Programme of Requirements or has otherwise failed to fulfil its obligations.

GVB is not obliged to use the waiting room construction when the agreement(s) with the Tenderer to whom the Contract was initially awarded are terminated.

## 2.6 Price ceiling

For this tender, GVB is working with two Price Ceilings.

The Price Ceiling for parts 1 to 11 of the scope of the Basic Order will not be finalized until the Tender and Award Stage (provisional indication: €295,000,000 excluding VAT).

The Price Ceiling for total maintenance costs (including but not limited to major maintenance and LTSA) related to the Base Order during the Fleet Life Cycle will not be finalized until the Tender and Award Stage (provisional indication: €440,000,000 excluding VAT).

Tenders in which a Price Ceiling is exceeded are invalid and will be set aside. This applies to both the initial Tender and the BAFO.

GVB reserves the right to adjust the price ceilings throughout the tender procedure. Candidates will always be informed in good time of changes to the Price Ceiling.

## 2.7 Outline of the award criteria

In the Tender and Award Stage, the Tenders of the selected Candidates will be assessed and the Contract awarded to the Tenderer with the most economically advantageous Tender on the basis of 'best price-quality ratio'.

The assessment will be based on sub-award criteria, which will be detailed in the Tender Guidelines. Broadly and currently, the following sub-award criteria are being considered:

1. Price based on Life Cycle Costs (LCC).
2. Qualitative criteria:
  - a. Quality for the Traveller;
  - b. Quality for Operation, Staff and Environment;
  - c. Quality for Management and Maintenance;
  - d. Quality for Infrastructure;
  - e. Sustainability;
  - f. Process quality.

GVB reserves the right to modify these qualitative criteria even before the Tender and Award Stage of this tender.

### 3 Tender procedure - registration and selection

#### 3.1 Purpose

The purpose of this selection phase is to select Candidates for the next stage of the tender procedure, the Tender and Award Stage. GVB invites all Candidates who should not be excluded from participation under section 4.1 and meet the suitability requirements described in section 4.2 to participate in the Tender and Award Stage of this negotiated procedure with notice.

This selection procedure consists of the following phases:

- the information phase (section 3.4);
- the registration phase (section 3.5);
- the assessment phase (section 3.6).

#### 3.2 Schedule

The schedule for the tender procedure is set out in TenderNed.

The selection process will follow the schedule below.

Announcement of tender and publication of selection guidelines	30 March 2026
Deadline for request for information and selection phase <i>(The candidate is requested not to delay asking questions until the final date for submission of questions)</i>	16 April 2026 to 12.00 noon
Deadline for publication of Clarifications Documents for the selection phase	30 April 2026
Last possible date for receipt of Registrations	26 May 2026 to 12.00 noon
Opening of the Registrations that were received	26 May 2026 12.10 p.m.
Notification of selection decision and rejections	26 June 2026
Period for objections, selection phase	27 June to 6 July 2026

The subsequent Tender and Award Stage will proceed broadly according to the schedule below:

Invitation to participate in the initial tender phase	Q3 2026
Initial dialogue discussions and possible GVB maintenance facilities tour	Q3 2026
Last possible date for receipt of Bids	Q1 2027
Announcement of invitations 3 selected parties and rejection(s) BAFO phase	Q2/Q3 2027
Negotiation phase	Q3 2027

Deadline for receipt of BAFO	Q3 2027
Signing of agreement(s)	Q4 2027 / Q1 2028

Candidates cannot derive any rights from the schedule. GVB is entitled to modify the schedule. Any changes to the schedule will be announced to Candidates through TenderNed.

### 3.3 Contact and correspondence

This call for tenders will be supervised by:

Marcel van Bentem / Senior buyer GVB  
Gert Jan van der Kamp / Supplier manager GVB

Unless expressly stated otherwise, correspondence relating to this tender must take place exclusively through TenderNed.

No communication concerning this tender may occur with GVB staff or any other person involved in this tender. Statements made by others and/or through channels other than those set out above will have absolutely no legal effect. Candidates that breach this prohibition may be excluded from further participation in this tender procedure.

### 3.4 The information phase

#### 3.4.1 *Start information phase / kick-off meeting*

The information phase commences with making available the tender documents. No kick-off meeting will be organised.

#### 3.4.2 *Clarifications*

Candidates may request further information about the tender and, in particular, the Selection Guidelines and their annexes through the questions and answers module in TenderNed. In the interests of the tender procedure's progress, Candidates are requested to pose their questions as soon as possible, but no later than the date stated in the applicable schedule. Answers to questions and any amendments to the tender documents will be published by means of (one or more) Clarifications Documents via the questions and answers module in TenderNed.

GVB reserves the right not to deal with requests for further information which are submitted after the deadline.

GVB may also amend the tender documents on its own initiative, notice of which will be given through a Clarifications Document as well.

The Clarifications Documents form an integral part of these selection guidelines and their annexes. The Clarifications Documents take precedence over the selection guidelines with annexes in case of inconsistencies. A later Clarifications Document will prevail over an earlier one.

### 3.4.3 *Individual or confidential questions*

The Candidate may request GVB not to include certain further information in the Clarifications Document if its legitimate economic interests could be harmed by disclosure of this information. In that case, the Candidate must indicate in TenderNed – by ticking the relevant option – that its request for clarification constitutes an individual question. The Candidates is required to indicate with reasons why it considers that its legitimate commercial interests could be prejudiced as a result of the disclosure of this information.

Should GVB not wish to honour a request by a Candidate for not including certain information in a Clarifications Document, GVB shall inform the Candidate of the fact. The Candidate will then have the choice of withdrawing the question or giving GVB permission as yet to include the relevant information in the Clarifications Document. If the Candidate does not respond within the time allocated by GVB, then GVB may regard this as implicit permission by the Candidate to include the information in question in the Clarifications Document. GVB is not liable for any damages suffered by the Candidate.

Where there is a conflict between an individual notification and a Clarifications Document, the latter will prevail.

## 3.5 Registration phase

### 3.5.1 *Submission of Registration*

GVB must receive the Registration no later than the date and time specified in the applicable schedule on TenderNed. Any Registrations received after this time will be invalid and will not be considered by GVB. The risk of timely, complete and correct submission of the Registration lies with the Candidate. The Candidate is therefore advised to submit its Registration at least one day before the deadline for receipt of Registrations.

The Registration must be submitted by uploading and submitting the documents referred to in section 3.5.2 through the TenderNed website (see section 1.5). Registrations submitted in a different way will be invalid and will not be considered by GVB.

By submitting the Registration, the Candidate fully agrees to the Selection Guidelines and all applicable regulations including annexes and any Clarifications Document(s).

### 3.5.2 *Documents to be submitted with the Registration*

It is indicated below which documents the Candidate is required to provide when submitting a Registration. Insofar as is applicable, the documents must be filled in completely and correctly, must be free of viruses and must be searchable and saved in a generally accessible format (such as PDF or MS Office). Candidates can find the templates for the documents to be completed on TenderNed.

	Subject	Status	Prescribed model/requirements
1	Annex A: Self-declaration(s) (ESPD)*	Completed and duly signed**	Model Annex 1, Selection Guidelines
2	Annex B: Reference Contract(s) Declaration(s)	Completed and duly signed by Candidate**	Model Annex 2, Selection Guidelines
3	Annex C: Extract(s) from the Commercial Register or proof of registration in the professional or commercial register in the country of establishment and a power of attorney if necessary**	These may not be older than 6 months, calculated from the deadline for receipt of Registrations. The extract must represent the current situation.	N/A

\* In case of Registration by a Consortium, a completed and duly signed Self-Declaration and an extract from the professional or commercial register must be submitted for each individual participant in the Consortium.

In the event a Candidate relies on the capacity of a third party to comply with the requirements that have been set in respect of the financial and economic capacity and/or technical and organisational competence, the Candidate must also submit a completed and duly signed ESPD and an extract from the professional/commercial register regarding that third party.

\*\* It must be evident in the extract(s) from the professional/commercial register (or proof of registration in the professional or commercial register in the country of establishment) to be submitted that the documents submitted together with the Registration, insofar as applicable, were duly signed. If the power of representation of the person who signed the submitted documents is not evident from the excerpt from the professional/commercial register of the Entrepreneur concerned, an additional power of attorney valid at the time of Registration must be provided showing the power of representation of the person who signed. If the Entrepreneur in question is a legal entity and the power of representation of the signatory is not evident from the extract from the professional/commercial register regarding that legal entity that was submitted, because the director of the legal entity is also a legal entity, an extract regarding the director (and possibly the director of that legal entity until such time as one or more natural persons are director) may be submitted, provided it is evident from the combination of the extracts from the professional/commercial register submitted that the documents to be submitted upon Registration were duly signed.

### 3.5.3 *Self-Declaration*

By means of a Self-Declaration (ESPD), an Entrepreneur indicates whether a ground for exclusion applies to it and whether it meets the suitability requirements in terms of financial and economic standing and technical and organisational competence. For this Self-Declaration, GVB uses an interactive ESPD form that can be downloaded from TenderNed.

How does the interactive ESPD form work?

GVB has entered its details and the details of this tender in Part I of the Self-Declaration. GVB has indicated in Part III, Section C, which mandatory and optional grounds for exclusion apply. The Candidate completes the form in full (Part II III, IV and VI), prints the completed form and validly signs the completed and printed form. It is not possible to place a digital signature.

#### 3.5.4 *Registrations in collaboration with other companies*

An Entrepreneur may establish a partnership with one or more other Entrepreneurs and submit a Registration as a Consortium. If this is the case, the Consortium will be deemed to be the Candidate. Furthermore, a Candidate, being a Consortium or not, may rely on the capacity of a third party in order to satisfy the requirements set with respect to financial and economic capacity and/or technical and organisational competence. GVB imposes several specific requirements in connection with these forms of partnerships.

##### **A. Consortium:**

Registration as a Consortium is permitted. In that case, the Candidate must clearly state in its Registration that it is applying as a Consortium in respect of this tender. GVB imposes the following requirements with respect to Registrations submitted by Consortiums:

- Each individual participant in the Consortium will have to submit a completed and duly signed Self-Declaration as well as an extract from the professional/commercial register.
- Every participant states in the Self-Declaration the information referred to in section 3.5.3, as well as its role within the Consortium (main contractor status, division of tasks, etc.), which Entrepreneurs form part of the Consortium and, if applicable, the name of the Consortium (Self-Declaration, Part II, Section A 'Manner of participation').
- The Candidate (the Consortium of Entrepreneurs) shall submit the 'Consortium Statement' (Annex 3) fully completed and duly signed. This declaration must be signed by the authorised signatory representative of each Consortium member (i.e. each participant of the partnership).
- By submitting the Registration, the participants in the Consortium agree to adhere to the division of roles and tasks described in the Self-Declaration.
- Each individual participant in the Consortium is jointly and severally liable towards GVB for full and correct performance of every part of the Contract.
- The composition of a Consortium cannot be changed after the Registration has been submitted, unless same occurs with the express, written consent of GVB.

##### **B. Reliance on a third party or third parties:**

GVB imposes the following requirements on reliance on the capacity of one or more third parties:

- The Candidate indicates in the Self-Declaration whether it relies on the capacity of one or more third parties, for which relevant minimum requirements, and the names of the third party or third parties concerned (Self-Declaration, Part II, Section C, 'Information about reliance on the capacity of other entities').
- The Candidate submits (for each third party individually) a Self-Declaration completed and duly signed by the third party, as well as an extract from the professional or commercial register. The third party on whose capacity the Candidate relies shall state the information referred to in Part II Sections A and B, Part III, Part IV and Part VI in the Self-Declaration.
- If selected for the Award Phase, the Candidate must demonstrate at GVB's first written request that it has at its disposal the resources of the third party/parties necessary for the performance of

the Contract and is obliged to actually use those resources in the performance of the contract. If the Candidate relies on the capacity of a third party to meet a core competence, the activities for which that capacity is required must be carried out by that third party. To this end, the Candidate shall submit the "Declaration of Reliance on third parties" (Annex 4) fully completed and duly signed no later than 7 days after the written request from GVB.

- If the Candidate relies on the capacity of a third party in order to comply with one or more minimum requirements with respect to financial and economic capacity, the third party will be jointly and severally liable towards GVB for the full and correct implementation of every part of the Contract. The Candidate is obliged to provide a statement regarding its joint and several liability at GVB's first, written request.

Reference is made to sections 3.5.1 and 3.5.2 for the documents that must be submitted with the Registration.

### 3.6 The assessment phase

After the registration period has ended, GVB will go through the following steps for assessment of the Registrations.

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

The GVB Purchasing Department assesses whether the Registration is complete and whether the documents submitted, insofar as applicable, have been completed correctly and fully and have been duly signed. Registrations that do not comply with all requirements imposed in the selection guidelines, including annexes and the Clarifications Documents, are in principle invalid.

Where appropriate, GVB may request the Candidate to remedy a defect or obvious administrative omission in its Registration within a period of two working days, unless this is contrary to the principles of equal treatment and transparency. If the Candidate fails to remedy the obvious administrative omission within the deadline, the Registration will still be declared invalid.

In any event, there will be no opportunity for rectification if a document to be submitted with the Registration, which must be signed by the Candidate or the third party/parties on whose capacity it relies, is lacking or has not been duly signed. In that case, the Candidate will be excluded from (further) participation in the tender procedure without further ado.

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

Based on the Self-Declaration, the GVB Procurement Department will assess whether an exclusion ground applies to the Candidate and any third parties on whose capacities the Candidate relies, as further described in section 4.1.

If assessment on the grounds for exclusion does not give cause for exclusion of the Candidate, the GVB Purchasing Department will assess, based on the Self-Declaration and the reference contract(s), whether the Candidate complies with the minimum requirements in respect of financial and economic capacity and technical and organisational competence, as described in more detail in section 4.1. If the Candidate does not meet the suitability requirements, it will be excluded from further participation in the tender procedure.

### 3.6.3 Further information on Registrations

Discussions may be held with Candidates at the request of GVB in order to clarify the contents of their Registrations, unless the principles of equal treatment and transparency do not allow for this.

### 3.6.4 Verification of Self-Declaration

After assessing the documents submitted with the Registration, GVB will request the supporting documents from the Candidates selected for the Tender and Award Stage in order to verify the submitted Self-Declaration. The means of proof are listed in section 4.1 (grounds for exclusion) and section 4.2 (suitability requirements).

Depending on the situation of the Candidate, the following supporting documents are involved:

Supporting document 1	Consortium Statement (model Annex 3)	See section 3.5.4.
Supporting document 2	Declaration of reliance on third party/parties (model Annex 4)	See section 3.5.4.
Supporting document 3	Certificate of Conduct for Procurement (GVA)	See section 4.1.2.
Supporting document 4	Declaration of payment history for taxes and national insurance contributions	See section 4.1.3.
Supporting document 5	Annual accounts without continuity section	See section 4.2.1 A
Supporting document 6	Parent company guarantee declaration (model Annex 5)	See section 4.2.1 A
Supporting document 7	Statement of Financial viability and continuity of operations (model Annex 6)	See section 4.2.1 B
Supporting document 8	Certificate of insurance (after award of the Contract, only by the Tenderer eligible for award of the Contract)	See section 4.2.1 C
Supporting document 9	Declaration concerning correctness of reference	See section 4.2.2 A
Supporting document 10	Copy of the NEN-EN-ISO 9001 certificate	See section 4.2.2 C
Supporting document 11	Copy of the NEN-EN-ISO 14001 certificate	See section 4.2.2 D
Supporting document 12	Copy of the NEN-EN-ISO 27001 certificate	See section 4.2.2 E

### 3.6.5 Period for providing supporting documents

The supporting documents for the purpose of verification of the Self-Declaration must be in GVB's possession within seven (7) calendar days after the date of dispatch of the request to provide the supporting documents, insofar as these were not submitted with the Registration.

GVB may request the Candidate to supplement or explain the supporting documents before a strict deadline to be determined by GVB, unless the principles of equal treatment and transparency do not allow for this.

### 3.6.6 *Selection decision*

GVB will inform the Candidates through TenderNed of its selection decision as soon as possible after the Registrations have been assessed. GVB will invite the selected Candidates to participate in the Tender and Award Stage.

GVB will not issue any information about the selection decision if publication of such information:

- a. would breach any provision of the law;
- b. would not be in the public interest;
- c. could harm legitimate commercial interests of the Entrepreneurs, or;
- d. could undermine fair competition between Entrepreneurs.

GVB is not obliged to disclose internal documents such as the results of evaluations, comparisons, or recommendations regarding the selection, to the Candidates.

### 3.6.7 *Objections to the selection decision*

Candidates who have been rejected and who disagree with the selection decision can object in two ways:

- a) By submitting a reasoned objection in writing within a period of five (5) calendar days from the date of dispatch of the notification of the selection decision in accordance with section 3.3.
- b) By initiating preliminary relief proceedings by serving a summons on GVB within a term of ten (10) calendar days after the date of dispatch of the selection decision.

If the Candidate makes use of the possibility provided for under a) above, GVB will communicate its position to the Candidate who has objected as soon as possible after receipt of the objection.

If GVB upholds its selection decision, the Candidate concerned will have the possibility to initiate preliminary relief proceedings within ten (10) calendar days after the date of dispatch of the notification by means of serving a summons on GVB.

If a Candidate has initiated preliminary relief proceedings following the selection decision, it will be required to send a copy of the summons that was served on GVB as soon as possible through TenderNed.

A selected Candidate that has been notified by GVB of the fact that preliminary relief proceedings have been initiated and that did not intervene in these preliminary relief proceedings as a third party, loses the right to oppose any changed selection decision.

The right to protest against the selection decision lapses if preliminary relief proceedings have not been initiated within the following periods of being served with the summons:

- a) Ten (10) calendar days after the date of dispatch of the notification of GVB's opinion if the Candidate has lodged an objection against the selection decision with GVB within five (5) calendar days after the date of dispatch of the notification of the selection decision.
- b) Ten (10) calendar days after the date of dispatch of the notification of the selection decision if the Candidate has not lodged an objection against the selection decision with GVB within five (5) calendar days after the date of dispatch of the notification of the selection decision.

### 3.7 Follow-up procedure for selected Candidates

The selected Candidates will be admitted for the Tender and Award Stage of this tender. Below is a brief summary of the intended procedure at the Tender and Award Stage.

#### **Tender and Award Stage**

##### *1. Dialogue phase*

Dialogue meetings will be held with the selected Candidates to thoroughly understand GVB's requirements and improve the tender documents. An inspection visit may also be organised. The modified documents with the answered questions for the Clarifications Documents will be shared with the selected Candidates.

##### *2. Initial Tender phase*

In the initial Tender phase, Candidates prepare their initial Tender. The opportunity to pose questions remains open until shortly before the submission of the initial Tender. In this phase, the tender documents may be modified to a limited degree in the Clarifications Document(s) up until the point when the final information is provided. The selected Candidates will then make their initial Tender. This is then assessed by the assessment committee consisting of a representative group of stakeholders on behalf of GVB. The prices of the Tenders will be submitted but will not yet count in the assessment of the Tenders. Based on the assessment of quality, the Tenders will be ranked. The three best-rated Tenderers may proceed to the Negotiation Phase of this tender. The remaining Tenderers are rejected. After a legal protection period of 20 calendar days, during which the rejected parties can raise objections, the Negotiation Phase is launched.

##### *3. Negotiation phase*

The negotiation phase is intended for the (further) development of the solutions offered by Candidates in their initial Tender and consists of at least one round of negotiations.

In the negotiation phase, the assessments of the initial Tenders and verification with the now nominated Tenderers are discussed. Tenderers will be given the opportunity to pose questions for clarification on the assessment and will be given the opportunity – based on the outcomes of the initial round of negotiations – to discuss any revised solutions in a second round of negotiations with GVB. During the round(s) of negotiations, GVB does not approve solutions and does not provide binding answers to questions concerning the tender documents. Questions concerning the tender documents may be submitted in writing and will be answered in the Clarifications Documents. In the round of negotiations, however, issues may be explored in anticipation of questions to be posed. A factory and/or reference visit may be part of this phase (or of the BAFO phase).

If GVB considers it necessary, time can be scheduled for an additional negotiation meeting.

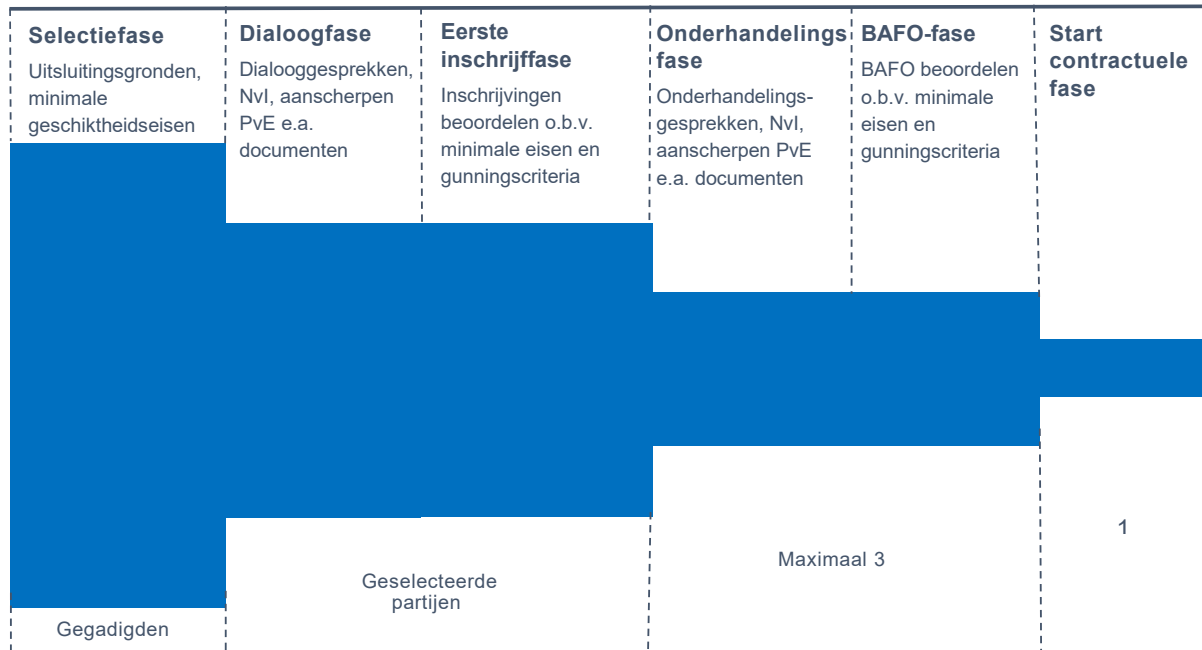
By asking a question in the Clarifications Documents process, a Tenderer can obtain assurance on topics discussed during the negotiation round. The tender documents can be adapted/(further) optimised at this stage.

##### *4. BAFO phase*

After the negotiation phase, Tenderers will be invited to submit a BAFO Tender. BAFO tenders are assessed on the basis of the award criterion of best price-quality ratio (most economically

advantageous Tender). The BAFO tender of Tenderers should be at least qualitatively equivalent to the initial Tender. If this is not the case then the BAFO Tender will be declared invalid and (consequently) set aside.

The entire tender procedure is shown in a graph below.



### 3.8 Other conditions

#### 3.8.1 Timely notification of an objection

The Selection Guidelines and their annexes have been prepared with due care. Candidates are expected to display a proactive attitude. Any inconsistencies, flaws and/or inaccuracies must be reported through TenderNed as soon as possible and, in any event, before the final date for obtaining information.

If the Candidate fails to pose questions on time or fails to notify objections on time, it will forfeit the right to complain about any inconsistencies, imperfections and/or inaccuracies at a later stage.

#### 3.8.2 No rights to be derived from information provided

The information provided by GVB as part of this tender is based on the best possible estimate of the scope of the Contract. The Candidate cannot derive any rights from this information (quantities, specifications, schedule, etc.).

#### 3.8.3 References to brands, types, makes, origin and the like

GVB has no preference for a particular supplier, service provider or contractor, nor for particular brands, types, manufactures, origins and the like. Should a requirement or desire in the tender

documents (appear to) relate to a particular manufacture, origin or method of working, brand, patent or type, origin or production, which favours or eliminates certain companies or certain products, it should read as '*or equivalent*'.

#### 3.8.4 *Exclusion of Candidates' general terms and conditions*

The Candidate's delivery, payment and other general terms and conditions are expressly rejected by GVB.

#### 3.8.5 *Subcontractors*

If the Candidate intends to subcontract part of the Contract to one or more third parties on whose capacity it does not rely, it must state this in Part II, Section D of its Self-Declaration. In doing so, the Candidate shall state which part of the Contract it intends to subcontract to a third party and which Subcontractor(s) it proposes. After final award of the Contract, GVB may require the Contractor to provide the information referred to in Section 2.79(2) of the Public Procurement Act and to notify GVB of any changes to that information. Furthermore, GVB may require the Contractor to provide the details of new Subcontractors referred to in Section 2.79(2) of the Procurement Act. The Contractor is obliged to cooperate at all times.

#### 3.8.6 *Russia sanctions package*

In a number of EU sanctions packages, EU member states have agreed to prohibit contracting authorities and special sector companies from awarding new contracts to Russian parties based in the Russian Federation, including European Union-based subsidiaries controlled or directed by those parties. As a result, GVB will exclude an Entrepreneur or Consortium from further participation in the tender procedure if:

- a) The company (or a participant in the Consortium) is operated on behalf of a Russian national or a natural person, legal entity, entity or body based in Russia;
- b) The company (or a participant in the Consortium) is more than 50% owned directly or indirectly by an entity referred to in subsection a;
- c) The company or Consortium acts on behalf of or at the direction of an entity referred to in subsection a or b;
- d) The company or Consortium uses a Subcontractor, supplier or other entity, where the performance of these party/parties (collectively) represents more than 10% of the present Order while also for these party/parties one of the above questions under a to c must be answered with "yes".

By submitting a Registration, the Candidate declares that none of the provisions under a to d apply. Should it be found that these provisions do in fact apply, the Candidate will be excluded from further participation in this tender procedure. Should this become apparent after the conclusion of the Agreement(s), GVB is entitled to terminate the agreement (s) with immediate effect, without any compensation being due.

#### 3.8.7 *Exclusion of third countries*

This tender is open only to Tenderers from:

- European Union (EU) member states;
- European Economic Area (EEA) member states;

- Countries with which the European Union has a bilateral or multilateral agreement on reciprocal access to procurement markets, including the WTO's Government Procurement Agreement (GPA).

Registrations from companies, or Consortiums with a participant, from so-called third countries, i.e. countries that are not part of the EU or EEA, and that do not have a valid procurement agreement with the EU at the time of Registration, are excluded from participating in this tender procedure.

The contracting authority reserves the right to request evidence of the origin of the company, its ownership structure, the location of production or performance of the Contract, and other relevant information.

### 3.8.8 *Foreign subsidies regulation*

Since 12 July 2023, the European Foreign Subsidies Regulation 2022/2560 (hereinafter: 'FSR') applies. The FSR establishes European supervision of financial contributions from non-EU countries (also known as subsidies from 'third countries') to entrepreneurs in the internal market. The European Commission has procedural powers to test whether the financial contribution distorts the internal market in large tenders, among other cases. Any distortion of the single market could lead to fines, periodic penalty payments and exclusion.

#### *Information, data and/or documents to be supplied*

The estimated value of the present Contract exceeds €250 million making this tender subject to the FSR regime. Applicants should therefore, if applicable, complete the 'foreign financial contributions notification' form or the 'foreign financial contributions declaration' form (Section 29(1) FSR). It is up to the Candidate to judge whether a notification or a declaration should be submitted. Submission of the 'notification' to GVB is mandatory when the Candidate has received financial contributions from third countries worth at least €4 million per third country in the three years prior to the notification for the selection phase or Submission for the tender or award stage (Section 28(1)(b) FSR). If financial contributions from third countries have been received but the Candidate does not meet the above threshold, the Candidate should submit the 'declaration of foreign financial contributions'. Herein, the Candidate lists all financial contributions received from third countries in a statement and confirms that these financial contributions did not need to be notified (Section 29(1) FSR). In the absence of the said notification or declaration, GVB may give the Candidate concerned the opportunity to rectify this defect (Section 29(3) FSR). In such a case, if the defect is not remedied within 10 working days, the notification or Tender will be declared irregular and rejected.

Applicants can prepare or have the application or notification form prepared using a module available on the European Commission's website. This module automatically generates the relevant sections to be filled in. Once all sections have been completed, a PDF document can be created. The form should be signed by the Candidate and attached to its application. GVB shall forward the document to the European Commission without delay (Section 29(2) FSR). The European Commission will then assess the forwarded documents and may request further information from the Candidate whereby processing times may be extended. The module ('the online FS-PP form') can be found on the European Commission website below. A Word version of the form is also published on this website. The website also contains practical information for tenderers about the FSR.

[https://commission.europa.eu/index\\_nl](https://commission.europa.eu/index_nl) > Onze prioriteiten > Concurrentievermogen > Eengemaakte markt en normen > Public Procurement > More > Foreign Subsidies Regulation

[https://single-market-economy.ec.europa.eu/single-market/publicprocurement/foreign-subsidies-regulation\\_en](https://single-market-economy.ec.europa.eu/single-market/publicprocurement/foreign-subsidies-regulation_en)

GVB stresses that it is the Candidate's own responsibility to correctly apply the FSR and ensure the accuracy of any application or statement to be submitted. It may be advisable to seek external advice on this.

### **3.8.9**      *Language*

The Registration must be drawn up in the Dutch language. Correspondence during the tendering process shall also be conducted in the Dutch language.

Upon prior written approval from GVB, it is possible to provide specific documents in English.

Requested (government) documents that cannot be issued in Dutch may be provided in the original language. In that case, GVB may request a translation (sworn or otherwise) from the Tenderer for its own account, to be provided within seven (7) calendar days, subject to invalidity of the Tender.

As a service, GVB provides the guidelines and the Functional Programme of Requirements (excluding annexes) in English as well as in Dutch. Dutch texts take precedence over text(s) written in another language.

### **3.8.10**      *No reimbursement of Registration costs*

GVB never reimburses costs related to the formulation and submission of Registrations.

### **3.8.11**      *Duty to provide information*

If changes in the Candidate's operations occur or are imminent that could affect the progress or handling of the procurement procedure, the Candidate must notify GVB as soon as possible through TenderNed.

### **3.8.12**      *Confidentiality*

The Candidate is obliged to treat the information provided by GVB as confidential. The Candidate will not make any statements about the tender via social media, on its own website, or in any other manner whatsoever, without GVB's prior consent.

The Candidate is not permitted to use the selection guidelines or the other information provided within the context of this call for tenders, for purposes other than those that are related to participation in this tendering procedure. The Candidate is obliged to impose the obligations referred to in this section on its employees and the auxiliary persons to be engaged by it as well.

GVB will treat the Candidate's Registration as confidential. GVB will not return the Registration.

### *3.8.13 Intellectual property rights to the tender documents*

The copyright to all documents issued by GVB to the Candidates in the context of the Tender is vested in GVB or third parties engaged by GVB.

### *3.8.14 Single Registration*

An Entrepreneur can submit only one Registration independently or as part of a Consortium. If an Entrepreneur submits more than one Tender, it and, to the extent applicable, the other Entrepreneurs forming part of the Consortium(s) of which it is a member will be excluded from participation in the Tender Procedure.

### *3.8.15 Multiple Registrations within a group of companies*

Within a group of companies within the meaning of Section 24b of Book 2 of the DCC, only one Entrepreneur is allowed to submit a Registration, either independently or as member of a Consortium, unless the Entrepreneurs involved are able to demonstrate satisfactorily in the opinion of GVB that the Registrations were formed independently of each other without mutual coordination. GVB will exclude all Entrepreneurs involved from participation in the tender procedure if the Entrepreneurs involved are unable to prove this.

If, and insofar as, two or more Entrepreneurs who are part of the same group of companies within the meaning of Section 24b of Book 2 of the DCC, submit a Registration jointly as a Consortium, they will not be required to demonstrate that the Registration was formed independently of each other without mutual coordination.

### *3.8.16 Withdrawal of tender, tender compensation*

GVB may at any time suspend or withdraw the procurement procedure without being liable for compensation.

GVB offers a limited tender compensation as the sole reimbursement for costs associated with making a valid Tender at the Tender and Award stage.

The Tender Guidelines will describe in more detail which level of tender compensation will apply.

Candidates/Tenderers may withdraw from the tender procedure up until the submission of the BAFO without being liable to pay damages to GVB.

Candidates who were invited to participate in the Tender and Award Stage of the tender procedure but who nevertheless withdraw will not be entitled to any reimbursement of (design) costs.

### *3.8.17 Governing law and competent court of law*

This tender will be governed by and construed in accordance with the law of the Netherlands. A competent court of law in Amsterdam has sole jurisdiction to hear any dispute.

## 4 Exclusion grounds and suitability requirements

### 4.1 Assessment of exclusion grounds

Self-Declaration: Part III, Sections A to C.

Candidates to which one or more indicated grounds for exclusion in Part III, Sections A to C of the Self-Declaration, apply are excluded from participation in the tender procedure. In case a Consortium submits a Registration, the Candidate will be excluded if one or more of the grounds for exclusion apply to one or more of the participants in the Consortium.

Before proceeding with exclusion, GVB will give a Candidate – to which a ground for exclusion as referred to in Section 2.86(1) or (3) or Section 2.87 of the Public Procurement Act applies – the opportunity to prove that it has taken sufficient measures to demonstrate its reliability in accordance with Section 3.65(4) of the Public Procurement Act. The Candidate in question is not excluded from participation if GVB considers this evidence sufficient. The Candidate is required to show the measures taken by it to demonstrate its reliability in the Self-Declaration.

Furthermore, GVB may refrain from exclusion on the grounds referred to in (Section 3:65(3) DCC in conjunction with) Section 2.86a and 2.88 of the Public Procurement Act. If one or more optional grounds for exclusion apply, GVB may also decide against exclusion if exclusion would be disproportionate given the circumstances.

The above-mentioned grounds for exclusion apply accordingly to third parties whose capacity is relied upon by the Candidate. If one or more grounds for exclusion apply to a third party whose capacity is relied upon by the Candidate and there is no reason to decide against excluding that third party, the Candidate is obliged to substitute the third party at GVB's first, written request within seven (7) calendar days and provide a Self-Declaration in accordance with section 3.5.4 as well as the supporting documents for the new third party referred to in sections 4.1 and 4.2 within seven (7) calendar days.

#### Supporting documents:

In order to assess the accuracy of the Self-Declaration in relation to the grounds for exclusion, GVB will request the following documentary evidence. This documentary evidence must reflect the actual situation at the time of Registration.

#### 4.1.1 *Extract from the Commercial Register*

An extract from the Commercial Register of the Chamber of Commerce or proof of registration in the professional or commercial or trade register in the country of establishment. The extract or proof of registration may not be older than six (6) months, calculated from the deadline for receipt of Registrations (see section 3.2) and must reflect the current situation.

To be issued by:	All Candidates
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	<p>If the Candidate is a Consortium, this request will apply to <u>all</u> participants in the Consortium.</p> <p>If a Candidate relies on the capacity of a third party, the Candidate must also produce the documentary evidence for this third party.</p>
When:	Already submitted on Registration. See section 3.5.2

#### 4.1.2 *Certificate of Conduct for Procurement (GVA)*

<p>A Certificate of Conduct for Procurement issued by the Dutch Ministry of Justice and Security or, if such a certificate is not issued in the country of establishment, an equivalent document issued by a judicial or authorised government agency. If no such document is issued in the country of establishment, this document may be substituted by a statement made by the party concerned under oath before a civil-law notary. Only a Certificate of Conduct for Procurement is accepted from Entrepreneurs established in the Netherlands.</p> <p>The Certificate of Conduct for Procurement or an equivalent document from the country in which a Tenderer is established may not be older than two (2) years, calculated from the deadline for receipt of Registrations.</p> <p>The Candidate is itself responsible for applying for a Certificate of Conduct for Procurement in good time. Bear in mind that processing an application for a Certificate of Conduct for Procurement may take four (4) to eight (8) weeks.</p>	
To be issued by:	<p>The Candidate selected for the Tender and Award Stage.</p> <p>If the Candidate is a Consortium, this request will apply to <u>all</u> participants in the Consortium.</p> <p>If a Candidate relies on the capacity of a third party, the Candidate must also produce the documentary evidence for this third party.</p>
When:	Within 7 calendar days following a request to that effect from GVB. See sections 3.6.4 and 3.6.5.;

#### 4.1.3 *Declaration of payment history for taxes and national insurance contributions*

<p>A declaration from the Tax and Customs Administration regarding payment of taxes and national insurance contributions within the meaning of Section 2.89(3) of the Public Procurement Act or, if the country of establishment does not issue such a declaration, an equivalent document issued by a judicial or authorised government agency. From an Entrepreneur established in the Netherlands, only a declaration from the tax authorities will be accepted.</p> <p>The declaration from the Tax and Customs Administration or equivalent declaration from the country in which the Tenderer is established may not be older than six (6) months, calculated from the deadline for receipt of Registrations.</p>	
To be issued by:	The Candidate selected for the Tender and Award Stage.

	<p>If the Candidate is a Consortium, this request will apply to <u>all</u> participants in the Consortium.</p> <p>If a Candidate relies on the capacity of a third party, the Candidate must also produce the documentary evidence for this third party.</p>
When:	Within 7 calendar days following a request to that effect from GVB. See sections 3.6.4 and 3.6.5:

## 4.2 Assessment of minimum requirements

Self-Declaration: Part IV, Section α.

Please note: Part IV of the Self-Declaration is entitled "Selection Criteria". However, contrary to what the title suggests, this section deals exclusively with the suitability requirements referred to in section 4.2 of the Selection Guidelines.

Candidates who fail to comply with the minimum requirements referred to in section 4.2 are excluded from participation in the tender procedure.

If a third party on whose capacity the Candidate relies does not meet the relevant suitability requirement, the Candidate shall be obliged to replace that third party upon GVB's first written request within seven (7) calendar days and, in accordance with section 3.5.4, to provide a Self-Declaration as well as the supporting documents referred to in sections 4.1 and 4.2 from the new third party within seven (7) calendar days.

### 4.2.1 Requirements regarding economic and financial capacity

The Candidate must have sufficient financial and economic standing to perform the Contract properly and in good time, without exposing GVB to unacceptable financial risk. GVB applies the following minimum requirements for this purpose:

- A: There are no reasonable doubts about the sustainable continuation of the Candidate's activities. This minimum requirement applies to all individual participants in the Consortium in case of a Registration submitted by a Consortium.
- B: The Candidate is not aware of substantial claims on the part of third parties, which could jeopardise the continuity of its business operations. In case of a Registration submitted by a Consortium, this minimum requirement applies to all individual participants in the Consortium.
- C: The Candidate is/will be insured against liability for damage to persons and property which is caused during the execution of contracts (corporate liability) and against liability for errors in the execution of contracts (professional liability insurance), both with an insured sum of at least € 50,000,000 per damaging event. This minimum requirement applies to all individual participants in the Consortium in case of a Registration submitted by a Consortium.

Supporting documents:

In order to assess the accuracy of the Self-Declaration in relation to the minimum requirement for the financial and economic capacity, GVB will request the following documentary evidence.

A	<ul style="list-style-type: none"> <li>- An unqualified opinion from a registered accountant or an Accounting Consultant within the meaning of Section 2:393(1) DCC, without an explanatory section due to uncertainty regarding continuity (continuity section). The audit opinion relates to the annual accounts of the most recent financial year available. It should be evident from the audit opinion that (a) the annual accounts give a fair view of the assets and result and (b) that there are no obvious misgivings concerning the continuity of the business activities of the Candidate.</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>- If the Candidate does not have annual accounts audited by an auditor, but forms part of a group that publishes consolidated annual accounts, it will be allowed to provide an audit opinion regarding the consolidated annual accounts. The audit opinion relates to the consolidated annual accounts of the most recent financial year available. It must be evident from this opinion that (a) the annual accounts provide a true and fair view of the assets and the result and (b) there are no well-founded doubts concerning the continuity of the group's activities. The Candidate must also provide a guarantee from the company in whose annual accounts the data of the Candidate have been consolidated (the 'parent company'). The Candidate should use Annex 5, being the 'Parent Company Guarantee Declaration', for this purpose.</li> </ul> <p style="text-align: center;">It should be noted that: GVB considers the use of the audit opinion concerning the consolidated annual accounts to be a supporting document and not as reliance on a third party within the meaning of section 3.5.4. If the Candidate uses an audit opinion with respect to the consolidated annual accounts of its parent company, it will therefore not be required to report the data of the parent company in Part II C of the Self-Declaration. If this is the case, no Self-Declaration from the parent company needs to be submitted with the Registration.</p> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>- If the Candidate does not have annual accounts available that have been audited by an auditor, the Candidate will be allowed to provide a review report from an Accounting Consultant who is registered in the register referred to in Section 36 of the Accountancy Profession Act* [Wet op het accountantsberoep] and in respect of whom the endorsement referred to in subsection 2 (i) of this Section has been entered in the register. The review report by the auditor should relate to the annual accounts of the most recently available financial year. It should be evident from the report that (a) it cannot be concluded that these annual accounts do not give a true and fair picture of the assets and result and (b) there are no reasonable doubts concerning the continuity of the Candidate's business activities.</li> </ul>
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	*or comparable legislation in the country of establishment.	
	To be issued by:	<p>The Candidate selected by GVB for the Tender and Award Stage.</p> <p>If the Candidate is a Consortium, this request will apply to all individual participants in the Consortium.</p> <p>If a Candidate relies on the capacity of a third party with respect to minimum requirement A, the Candidate must also supply the supporting documents for this third party. The Candidate is also required to provide a declaration in which the third party assumes joint and several liability for implementation of the Contract.</p>
	When:	<p>Within 7 calendar days following a request to that effect from GVB. See sections 3.6.4 and 3.6.5.</p>

Reasons for submitting an audit opinion before notification of the award decision:

Regulation 3.5. E of the Proportionality Guide provides that the contracting authority (or the special sectors company) does not require an unqualified audit opinion regarding the annual accounts of a Tenderer until after the communication of the award decision. GVB deviates from the above and requires an audit opinion after selection. GVB thus prevents Candidates who do not meet the suitability requirements from being selected for the Tender and Award Stage.

B.	<p>A duly signed statement from the Candidate stating that it is not aware of substantial claims on the part of third parties, whether financial or otherwise, which could jeopardise the continuity of its business operations. The Candidate should use for this purpose the enclosed 'Statement of Financial viability and continuity of operations' (Annex 6).</p>	
	To be issued by:	<p>The Candidate selected for the Tender and Award Stage.</p> <p>If the Candidate is a Consortium, this request will apply to <u>all</u> participants in the Consortium.</p> <p>If a Candidate relies on the capacity of a third party with respect to minimum requirement B, the Candidate must also provide the above-mentioned statement of this third party. The Candidate must use the model enclosed as Annex 6 for this purpose. The Candidate is also required to provide a declaration in which the third party assumes joint and several liability for implementation of the Contract.</p>
	When:	<p>Within 7 calendar days following a request to that effect from GVB. See sections 3.6.4 and 3.6.5.</p>

C.	<p>Proof of insurance against business liability and professional liability (copy of the policy or insurance certificate) showing that the Candidate is insured against third-party liability</p>	
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	(corporate liability) and professional liability for an amount of at least € 50,000,000 for each damage-causing event.	
To be issued by:	<b>Only by the Tenderer eligible for award of the Contract.</b> If the Candidate is a Consortium, this request will apply to <u>all</u> individual participants in the Consortium.	
When:	Within 7 calendar days following a request to that effect from GVB. See sections 3.6.4 and 3.6.5.	

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

The Candidate must have the technical and organisational competence required for performing the Contract. GVB applies the following suitability requirements for this purpose:

- a. Reference contracts in relation to core competencies
- b. Command of the Dutch language or English language
- c. Quality control standards
- d. Health and safety standards
- e. Standards regarding the environment
- f. Information security system standards

## A. Reference contracts

The Candidate must demonstrate by means of one or more reference contracts that it has the following core competencies at its disposal:

Core competency 1: Experience in designing, building and delivering roadworthy Tram Vehicles. The number of Tram Vehicles delivered on the basis of the relevant reference contract is at least 25 and must have been in passenger service for at least one year;

Core competency 2: Experience in designing, building, testing and delivering roadworthy Tram Vehicles with a low floor<sup>1</sup> over at least 70% of the tram floor area.

Core competency 3: Experience in building and delivering a minimum of 10 units of Tram Vehicles that have been deployed in urban environments with intensive passenger flows, are subject to harsh operating conditions (such as high frequency, extreme weather conditions and rugged infrastructure), have been designed and built with emphatic attention to robustness, such as resistance to wear and tear, vibration, corrosion and impact loading and have been in passenger operation for at least 2 years.

Core competency 4: Experience in carrying out rail vehicle maintenance where the Candidate has established an on-site maintenance organisation for the relevant customer to support and manage the maintenance organisation of the relevant customer. The Candidate must also have actively fulfilled obsolescence management, parts supply and the execution of -or direction of- overhauls.

The activities to which the requested core competency relates must have been carried out in the period of five (7) years before the deadline of receipt of Registrations. The relevant activities must have been performed in a professional and correct manner and have been delivered/handed over on time, including any postponements granted. If a reference contract has not yet been completed before the deadline for receipt of Registrations, only the activities that have actually been performed until that time will be taken into account.

If a reference contract was performed as part of a consortium or on the basis of subcontracting, only the contribution made by the Candidate or, in case of a Registration submitted by a Consortium, the contribution of one or more participants in the consortium, to the activities performed will be taken into account.

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<sup>1</sup> The low-floor percentage is determined as follows:

$$(\text{length low floor} / \text{length passenger floor}) \times 100\%$$

Where for height, an empty loaded (EL E) condition with new wheels is assumed.

The length of the passenger floor is determined as follows:

1. length measured at the centre of the cross section of the Tram Vehicle
2. length measured between the rear walls of the driver's cab and auxiliary steering position (one-way version) or the two rear walls of the driver's cabs (two-way version).

The length of the low floor is determined as follows:

1. length measured at the centre of the cross section of the Tram Vehicle where the measured floor height is a maximum of 420 mm above BS (Top of Track);
2. length measured between the rear walls of the driver's cab and auxiliary steering position (one-way version) or the two rear walls of the driver's cabs (two-way version) where the measured floor height is a maximum of 420 mm above BS.

The activities to which the requested core competency relates must have been performed by the Candidate or, in case of a Tender submitted by a Consortium, by one or more participants in the Consortium. If the relevant activities were performed by a third party (e.g. based on subcontracting), the Candidate will be obliged in accordance with section 3.5.4 to rely on the capacity of that third party to be able to make use of the relevant reference contract.

For each core competency, a maximum of two (2) reference contracts may be added together. A reference contract may be used for multiple core competencies.

If the Candidate is a Consortium, the participants in the Consortium must jointly comply with the core competencies referred to in this section.

If the Candidate relies on the capacity of a third party for this suitability requirement, this third party will have to perform the work for which such capacity is required.

Supporting documents:

The Candidate is required to use the “Reference Contract Declaration” model enclosed as Annex 2 for the purpose of submitting one or more reference contracts. By signing Annex 2, the Candidate declares that it carried out the relevant activities in a professional and correct manner, that it delivered or handed them over on time, including granted postponements, and that it completed the declaration truthfully.

The Candidate agrees that GVB may contact the relevant clients concerned directly for the purpose of verification of the reference contracts that were submitted. The Candidate is furthermore obliged to provide a statement at GVB’s first written request within a term of seven (7) calendar days from the relevant client (referee) in which the correctness of the reference contracts submitted is confirmed.

To be issued by:	<p>The Reference Contract Declaration: All Candidates The declaration concerning correctness: The Candidate selected for the Tender and Award Stage and requested by GVB to provide this document.</p> <p>If the Candidate relies on the capacity of a third party with respect to this minimum requirement, the Candidate will be required to submit the reference contracts and, if such is requested by GVB, the declaration concerning the correctness of the activities performed by this third party.</p>
When:	<p>The Reference Contract Declaration: At the same time as the Registration (see section 3.5.2)</p> <p>The declaration concerning correctness: within seven (7) calendar days after a request from GVB to that effect. See sections 3.6.4 and 3.6.5.</p>

## B. Command of the Dutch language or English language

For GVB, it is important that communications with the Contractor run smoothly and effectively. To be eligible for the Tender and Award Stage, the responsible and managerial personnel of the Candidate who will be charged with performance of the Contract and who will have contact with GVB must have a command of written and spoken Dutch or English.

### Supporting documents:

By submitting the Registration as referred to in section 3.5.1, the Candidate declares that the personnel to be deployed meet this minimum requirement.

## C. Standards regarding Quality management

GVB imposes requirements on the quality and customer focus of the Candidate. In that connection, the Candidate must meet the following standards with regard to overall quality care and quality assurance.

The Candidate must have, and continue to have during the term of the agreement(s) to be concluded, a quality management system certified on the basis of NEN-EN ISO 9001 or an equivalent standard and related to the nature of the Contract.

GVB also accepts other evidence concerning equivalent measures in the area of quality management. In relevant cases, the Candidate must provide supporting documents showing how its quality management system has been designed and show that the measures implemented are equivalent to those that are required pursuant to NEN-EN-ISO 9001.

If the Candidate is a Consortium, all participants in the Consortium must comply individually with the requirements pertaining to quality management referred to in this section.

### Supporting documents:

A copy of the ISO 9001 certificate issued by a certified agency on the basis of NEN-EN-ISO/IEC 17021 or an equivalent certificate. The certificate must be valid until at least the deadline for receipt of Registrations. The Candidate will be required to submit a new certificate if the certificate that has been submitted expires before final contract awarding. If the Candidate is unable to do so within a term to be determined by GVB it will be excluded from participation in the tender procedure as yet.

*If a Candidate relies on equivalent measures in relation to quality management:*

A description of the quality care and quality assurance undertaken by the Candidate. GVB considers a quality system to be equivalent to the ISO 9001 standard if the Tenderer's quality system describes, as a minimum, how it implements the process approach, which includes the Plan, Do, Check, Act cycle (PDCA cycle) and risk-based thinking. This should include at least:

Plan	<ul style="list-style-type: none"> <li>• A description of how the organisation ensures that the quality policy and objectives are established, communicated within the organisation and periodically assessed for effectiveness.</li> <li>• A description of how the organisation applies risk-directed 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 an understanding of the key monitoring and measurement control points necessary to control the process.</li> <li>• A description of how management ensures that the responsibilities and authorities for relevant roles in the quality management system are assigned and communicated within the organisation and how management determines that persons performing 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 whether the organisation's quality management system is suitable, adequate and in line with the organisation's direction.</li> <li>• A description of how the organisation identifies opportunities for improvement and implements measures to meet customer requirements and increase customer satisfaction.</li> </ul>
To be issued by:	<p>The Candidate selected for the Tender and Award Stage.</p> <p>If the Candidate is a Consortium, this request will apply to <u>all</u> participants in the Consortium.</p> <p>If the Candidate relies on the capacity of a third party in connection with this minimum requirement, the Candidate will be required to provide a certificate or description of the quality care and quality assurance undertaken by that third party.</p>
When:	<p>Within 7 calendar days following a request to that effect from GVB. See sections 3.6.4 and 3.6.5.</p>

#### D. Standards regarding the environment

It is important to GVB that Candidates take into account the impact of their activities on the environment and that they work structurally on improving the environmental performance of their business. In that connection, Candidates must meet the following standards with regard to the environment.

The Candidate must have in place and continue to have in place during the term of the agreement(s) to be concluded, an environmental management system certified on the basis of NEN-EN-ISO 14001 or an equivalent standard and that relates to the nature of the contract.

GVB also accepts other evidence concerning equivalent measures in the area of environmental management. In relevant cases, the Candidate must provide supporting documents showing how its environmental management system has been designed and show that the measures implemented are equivalent to those that are required pursuant to NEN-EN-ISO 14001.

If the Candidate is a Consortium, all participants in the Consortium must comply individually with the requirements pertaining to environmental management referred to in this section.

Supporting documents:

A copy of the ISO 14001 certificate issued by a certified agency on the basis of NEN-EN-ISO/IEC 17021 or an equivalent certificate. The certificate must be valid until at least the deadline for receipt of Registrations. The Candidate will be required to submit a new certificate if the certificate that has been submitted expires before final contract awarding. If the Candidate is unable to do so within a term to be determined by GVB it will be excluded from participation in the tender procedure as yet.

*If a Candidate relies on equivalent measures in relation to environmental management:*

1. A description of the Candidate’s environmental management system. This description should consist at least of a copy of the index of the environmental management manual, which should show that the following aspects are covered:
  - measures for safeguarding environmental management
  - measures for monitoring environmental management
  - measures for improving environmental management
  - internal or external audits at least once a year
  - supplemented with an explanation of the respects and the degree to which the environmental management system corresponds to and/or deviates from the applicable ISO 14001 system and the most recent audit report;
2. A statement drawn up and duly signed by the Candidate, in which the Candidate declares that it has its own environmental management system which is endorsed and monitored by the board and management.

<p>To be issued by:</p>	<p>The Candidate selected for the Tender and Award Stage.</p> <p>If the Candidate is a Consortium, this request will apply to <u>all</u> participants in the Consortium.</p> <p>In the event the Candidate relies on the capacity of a third party in connection with this requirement, the Candidate will be required to provide a valid environmental management certificate or a description of the environmental management system applied by that third party.</p>
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When:	Within 7 calendar days following a request to that effect from GVB. See sections 3.6.4 and 3.6.5.
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## E. Information security system standards

GVB sets requirements for the quality assurance of the Candidate's information security. In that regard, Candidates must comply with the standard below with regard to information security and assurance.

The Candidate must have, and continue to have during the term of the agreements(s) to be concluded, an information security system certified on the basis of NEN-EN ISO 27001 or an equivalent standard and that is related to the nature of the contract.

GVB also accepts other evidence of equivalent information security measures. Where applicable, the Candidate must document how its information security system is designed and demonstrate that the measures taken are equivalent to those required under NEN-EN-ISO 27001.

If the Candidate is a Consortium, all participants in the Consortium must comply individually with the requirements pertaining to quality management referred to in this section.

### Supporting documents:

A copy of the ISO 27001 certificate issued by a certified agency on the basis of NEN-EN-ISO/IEC 17021 or an equivalent certificate. The certificate must be valid until at least the deadline for receipt of Registrations. The Candidate will be required to submit a new certificate if the certificate that has been submitted expires before final contract awarding. If the Candidate is unable to do so within a term to be determined by GVB it will be excluded from participation in the tender procedure as yet.

*If the Candidate relies on equivalent information security measures:*

1. A description of the Candidate's information security system demonstrating that this information security system is at least equivalent to a certified information security system and showing that the following features have been defined:

- there is an information security management system in place;
- top management must show leadership and commitment to the information security management system;
- presence of information security policies;
- top management must ensure that responsibilities and authority for roles relevant to information security are assigned and communicated within the organisation;
- the organisation must define and implement an information security risk assessment procedure.

2. A statement drawn up and validly signed by the Candidate, in which the Candidate declares that it has its own information security system that is endorsed and monitored by the board and management.

To be issued by:	The Candidate selected for the Tender and Award Stage.  If a Candidate relies on the capacity of a third party with respect to this requirement, the Candidate must also provide the supporting documents for this third party.
When:	In the verification phase (sections 3.6.4 and 3.6.5), within 7 calendar days of a request to that effect from GVB.

#### 4.2.3 Requirements regarding professional competence

The Candidate must be registered in one of the professional or commercial registers maintained in the member state of establishment as referred to in Annex XI of Directive 2014/24/EU. This is the Commercial Register of the Chamber of Commerce for Candidates established in the Netherlands.

If the Candidate is a Consortium, all participants in the Consortium must comply individually with the requirements pertaining to professional competence referred to in this section.

##### Supporting documents:

An excerpt from the Chamber of Commerce or proof of registration in the professional or commercial register in the country of establishment. The extract or proof of registration should not be older than 6 months from the deadline for receipt of Registrations (see section 3.2) and should reflect the current situation.	
To be issued by:	Every Candidate  If the Candidate is a Consortium, this request will apply to <u>all</u> participants in the Consortium.  If a Candidate relies on the capacity of a third party, the Candidate must also produce the documentary evidence for this third party.
When:	At the time of the Registration (see section 3.5.2)