

Selection document

ProRail liability insurance

*Negotiated procedure with notice
(Competitive procedure with negotiation)*

Date: 12 August 2026

Table of Contents

1	Definitions	3
2	Introduction	5
3	Contracting authority	5
3.1	About the Contracting Authority.....	6
3.2	Contracting authority's rights	6
4	Assignment description.....	6
4.1	Assignment description.....	6
4.2	Duration	7
5	Tendering procedure.....	7
5.1	Negotiated procedure with notice	8
5.2	Planning	8
5.3	Contact.....	9
5.4	Submission requirements	10
5.5	Questions/comments	10
5.6	Request to participate.....	11
5.7	Complaints procedure.....	11
5.8	Content of the notification	12
5.9	Prioritization	13
5.10	Applicable law and disputes	13
5.11	Confidentiality	13
5.12	False statements	14
5.13	Claims by Tenderer(s)	14
6	Capacity of Tenderer, grounds for exclusion and suitability requirements for the Registration Phase	15
6.1	Terminology	15
6.2	Method of Registration at registration phase	15
6.3	Instruction on the tender method of the European Single Procurement Document (ESPD)	17
6.4	Grounds for exclusion and invalidation.....	18
6.5	Eligibility Requirements	20
7	Assessment.....	24
	Annex 1 European Single Procurement Document.....	25
	Appendix 2 Request to participate	26
	Appendix 3 Proxy Statement	27

1 Definitions

The following terms are always capitalized in this Selection Document:

Contracting authority	ProRail B.V.
Tender documents	All documents in this procurement procedure that have been introduced into the procedure by the Contracting Authority.
Public Procurement Act 2012	Act of 1 November 2012, containing rules on tenders, as last amended on 22 June 2016.
Aon	Aon Nederland C.V., which conducts the tender procedure on behalf of the Contracting Authority and manages the Agreement as an intermediary broker.
Specifications	Descriptive document describing and explaining the Contract, the procedure, the necessary risk information and the award criteria.
Appendix	An Appendix to the Selection Document, which forms an integral part of the Tender Documents.
Combination	Two or more Candidates who submit a Tender jointly, i.e. in a Combination, and in the event of an award of the Contract, are each separately jointly and severally liable for the contracted part of the capacity. Co-insurance is explicitly not included in this.
Third	Natural person or legal entity invoked by the Tenderer to meet the suitability requirements and/or a natural or legal person who is deployed for the execution of (part of) the Assignment.
Direct writer	An insurance company that bears the risk itself and does business with the Client directly, without the intervention of an intermediary, maintains contact and settles claims.
Candidate	The organisation that is interested in the course of or participation in the procurement procedure.
Authorized Agent (or MGA)	Candidate who, in the exercise of a profession or business, takes out insurance on behalf of one or more risk-bearing Insurers on behalf of one or more risk-bearing Insurers, can independently submit a Registration as a Lead and/or Follow-on Insurer and may accept insurances, issue policies and handle claims, without being a risk bearer himself.
Registrant	An Entrant who has submitted a Submission, or a Combination that has submitted a Submission.
Registration	The offer made by the Tenderer for the execution of the Assignment, consisting of all documents submitted by the Tenderer on the basis of and in response to the provisions of the Tender Documents.
Leading insurer	The Insurer that covers the majority (but always at least 25%) of the risk to be insured and acts as a coordinating insurer. The Lead Insurer is the primary point of contact for the Contracting Authority and directs the cooperation with any Follow-on Insurers.

Information Note	Written response from the Contracting Authority to questions asked by Candidates in a timely and correct manner. The Information Notice contains the questions and answers asked and may also contain communications and minor changes from the Contracting Authority. If questions are answered in an electronic system, each individual answer must be understood as an Information Notice.
Subcontractor	A third party that is not the Tenderer, but who is engaged by the Tenderer for the execution of (part of) the assignment, and who performs its work under the responsibility of the Tenderer.
Assignment	Supplies and/or services, being the subject of this tender procedure, as described in this Selection Document.
Client	ProRail, which is also the policyholder.
Contractor(s)	The Tenderer(s) to whom the contract has been awarded and with whom the Client has concluded the Agreement.
Agreement	The insurance contract (in accordance with Book 7 of the Dutch Civil Code) between the Client and the Contractor(s) for the execution of the Assignment, in accordance with the policy/closing note conditions.
Selection document	Descriptive document describing and explaining the Assignment, the procurement procedure to be followed and the selection criteria.
Insurer	The one who makes his business of taking out insurance for his own account.
Request to participate	The request of a Candidate to participate in the Tender procedure Negotiated procedure with notice.
Proxy giver	Company that has granted to Authorized Agent the authority to take out insurance on its behalf.
Tracking insurer	The Insurer that covers the issued share of the risk to be insured in addition to the Lead Insurer and follows it in the handling and payment of damage(s).

2 Introduction

This is the Selection Document that belongs to the European tender in the form of a negotiated procedure with announcement for ProRail's Liability Insurance.

The Selection Document is intended to:

- To give candidates an idea of the assignment;
- To make known when and how Candidates can apply.

This tendering procedure has three phases:

- **Selection Phase (Phase 1):** Candidates submit a Request to Participate. On the basis of this Selection Document, Candidates will be selected or not and admitted to the registration phase.
- **Registration phase (phase 2):** The selected Applicants will be invited to submit a Registration. In this phase, the Contracting Authority can negotiate with one or more Tenderers and work towards final Tenders.
- **Negotiation phase (phase 3):** After submitting a tender, negotiations take place to arrive at a final tender.

The objective of this tendering procedure is to award the Contract to one tenderer or several tenderers with whom an Agreement relating to Liability Insurance is entered into. There is no maximum number of Candidates admitted to the tender phase (2nd phase) of this tender procedure.

Where product or brand names, types, etc. are mentioned in this Selection Document and/or the Appendices, the addition should always be read as "or equivalent".

In the overall assessment of the final award (in the Tender phase), it is expected that the award will take place on the basis of the award criterion lowest price, which will be determined on the basis of the lowest total premium offered.

Further information on the interpretation and weighting of the final award criteria will be provided in the Tendering Phase.

Aon supervises this tendering procedure and acts as an intermediary and managing broker (insurance broker or intermediary) in the performance of the Agreement for the entire term of the Agreement, including extension options. As such, Aon draws up the policy, processes the changes, collects the premiums and handles the claims according to agreed, applicable conditions. Aon receives a fee agreed in advance with the Contracting Authority for this. By submitting a Tender, the Tenderer unconditionally agrees to Aon's role as an insurance broker and waives any use of its own insurance broker.

The above paragraph does not apply to the award to a Direct writer as a Lead Insurer.

3 Contracting authority

This tender is being carried out on behalf of ProRail.

3.1 About the Contracting Authority

ProRail is the manager of the Dutch railway infrastructure. The organisation is responsible for the construction, management and maintenance of the railway network, including tracks, switches, signals, tunnels, bridges, level crossings and station environments. From its headquarters in Utrecht, ProRail monitors the safety and availability of the railways on a daily basis, so that passenger and freight trains can continue to run safely, reliably and as punctually as possible.

In addition, ProRail plans and coordinates rail renovations and expansion projects to enable more train traffic and to accommodate the growth in mobility. The company works closely with rail carriers, the national government, regional governments, contractors and other partners. Sustainability, limiting nuisance for passengers and local residents and improving the living environment around the railway play an important role. In this way, ProRail contributes to a well-functioning, future-proof rail system and the accessibility of the Netherlands.

Further information about ProRail is available at: <https://www.prorail.nl/>

3.2 Contracting authority's rights

The Contracting Authority reserves the right and without being liable for any compensation - with the exception of that provided for in Regulation 3.8B of the Proportionality Guide - to make a final award:

- a. To stop the tendering procedure and to withdraw the entire Assignment or to suspend it prematurely.
- b. Not to award the Contract in whole or in part. This may be the case, for example, if the result of this tender procedure does not provide 100% coverage of the risk offered. The tender is then deemed to have failed because no/suitable Tenders have been submitted. As a result, the Contracting Authority can initiate a procedure with negotiation in accordance with Article 3.35I of the Aw 2012 in order to be able to achieve the desired 100% coverage.
- c. Adjust the schedule, including a change in deadlines; the Contracting Authority shall inform all parties concerned by means of an Information Notice.
- d. To adapt the Assignment at a detailed level; In the event of such a change, all data subjects will be informed by means of an Information Notice;
- e. Withdraw and/or revise the intention to award the contract.

4 Assignment description

4.1 Assignment description

This is a Liability Insurance, which provides cover for damage to third parties (personal and property damage) and the resulting consequential damage arising in connection with ProRail's activities and

activities. The details of the coverage, conditions and award criteria will be provided to the selected Candidates at the tender stage.

The following appendices have been added:

Appendix 1	European Single Procurement Document (ESPD)
Annex 2	Request to participate
Appendix 3	Proxy Statement

4.2 Duration

The Agreement is entered into for an initial period of 12 to 36 months. After this period, the Client has the option of continuously extending the Agreement with mutual approval for a period of 12 months at a time.

The agreement can be mutually terminated at the end of the initial term or of an option year. Both parties to the contract shall give no more than six (6) months' notice prior to the expiry of the contract expiry date. The cancellation will take place in accordance with the method prescribed in the policy.

5 Tendering procedure

The Contract estimate has shown that the total contract value exceeds the European threshold for services. Therefore, the Assignment will be put on the market by means of a European tendering procedure.

In view of the following aspects, a Negotiated procedure with notice has been chosen:

- it is a complex insurance assignment, in which coverage, conditions, premium and market capacity are closely interrelated;
- the Contracting Authority needs the opportunity to enter into discussions with Tenderers about the most appropriate insurance solution;
- it is desirable, also in view of the market dynamics and the expected participation of several insurers (co-insurance) required to be able to fully insure the risk, to be able to make adjustments during the procedure on the basis of the Tenders received;
- In view of this complexity, it is necessary to be able to negotiate with insurers/tenderers about, among other things, coverage, capacity, deductibles, term and (sub)limits, in order to arrive at the most appropriate and efficient insurance solution possible.

This procedure is subject to the provisions of the Public Procurement Act 2012 and the other applicable laws and regulations.

Although there may be different layers, this is a plot; liability insurance.

5.1 Negotiated procedure with notice

The negotiated procedure with notice is a procedure in which all economic operators may submit a request to participate in response to a notice. In this case, only the economic operators selected by the contracting authority may submit an initial tender in which they negotiate with one or more of them in order to obtain final tenders.

During these negotiation rounds, premium, coverage, conditions, risk management and the structure of the cooperation can be discussed, with due observance of the Public Procurement Act 2012 and the principles of equal treatment, transparency and non-discrimination.

After completion of the negotiations, the Contracting Authority will invite the participating Tenderers to submit a final Tender (best and final offer). The award will take place on the basis of the final Tenders.

The Contracting Authority may amend the tender documents (including the specifications) after each round of negotiations, insofar as this is permitted within the legal frameworks. Such changes will always be notified in writing and simultaneously to all participating Tenderers by means of an Information Notice.

5.2 Planning

Below you will find the intended schedule for this tender procedure.

Activity	Date
Selection phase (phase 1)	
Dispatch of contract notice	Wednesday 12 August 2026
Deadline for asking questions	Wednesday, August 19, 2026 10:00 AM

Deadline for publication of the Information Notice (if there are no questions, no Information Notice will be published)	Friday 28 August 2026
Deadline for submitting Requests to participate. Observance of a Standstill period of 8 days for defence of rejected candidates (Standstill after selection phase). If no candidates are rejected, this period will expire	Friday, 11 September 2026 10:00
Enrollment phase (phase 2)	
Sending invitation to tender	Monday 21 September 2026
Deadline for asking questions	Thursday, October 1, 2026 10:00 AM
Deadline for sending the Information Notice	Tuesday 13 October 2026
Deadline for submission of Registration	Monday, 26 October 2026 10:00
Negotiation phase	
Start of negotiation phase	Thursday, October 29, 2026 9:00 AM
Closing negotiation phase on the basis of tender	Thursday, November 12, 2026 5:00 PM
Invitation to tender (BAFO)	Tuesday, November 17, 2026 10:00 AM
Latest reception BAFO	Tuesday, November 24, 2026 10:00 AM
Expected date of sending of notification of intended Award (effective date of standstill period of 20 days)	Tuesday 1 December 2026
Announcement of final award	Tuesday, December 22, 2026
Final Effective Date of new contract	1 January 2027

Tenderers cannot derive any rights from the schedule included above. The planning in TenderNed is leading at all times. If the planning is changed by the Contracting Authority, this will be announced in TenderNed.

5.3 Contact

All communication in the context of this tender must take place digitally via TenderNed.

During the present tender, it is not permitted to personally contact an employee of Aon or the Contracting Authority other than the contact person mentioned in TenderNed. If, in the opinion of the Contracting Authority, a Candidate or Tenderer contacts an employee of the Contracting Authority and/or Aon other than via TenderNed and thereby attempts to influence the decision-making process

of the Contracting Authority or tries to obtain information that may provide it with advantages in the procedure, the Contracting Authority may decide to exclude the Candidate or Tenderer in question from award.

5.4 Submission requirements

Submission of the Tender must be made in accordance with the following regulations:

The Request for Participation:

- Must be submitted in TenderNed.
- Is, where requested, legally signed.
 - An electronic signature is also considered a legally valid signature;
- Is only valid by completing and signing the European Single Procurement Document (which is generated via TenderNed).
 - A signature under the Appendix 2 Request for participation also counts as a signature of the ESPD.
- Must be received in the TenderNed locker no later than the date and time specified in the schedule.
- Must be written in the Dutch language.
- Received after the closing period will not be processed.

Requests for participation that are not submitted in accordance with these rules will be excluded from participation and will not be invited to submit a Registration.

5.5 Questions/comments

The Selection Document has been drawn up with the greatest care. Candidates are expected to be proactive and we ask you to read this Selection Document and its Appendices carefully. In the event that a Candidate nevertheless discovers irregularities, imperfections, irregularities, contradictions or ambiguities (hereinafter: errors), the Contracting Authority must inform the Contracting Authority as soon as possible.

Questions can be asked via the questions module within TenderNed. The questions asked and any comments are answered anonymously in an Information Notice. The Information Notice will be made available to all Candidates on TenderNed at the same time. If there are more than one Information Notice, in the event of any conflict between the Information Notes, the provisions of the most recent Information Notice shall prevail.

Questions that are asked in a different way than described above will not be answered. In principle, questions submitted too late will not be processed.

If a Candidate is of the opinion that the response of the Contracting Authority in the Information Notice is incorrect, this must be reported to the Contracting Authority immediately (but before the closing date for submitting a Tender) via the message module in TenderNed or by submitting a complaint in the manner described in this Selection Document.

If you have not reported any inaccuracies, contradictions, irregularities or omissions before the closing date for Tender, these will be at your expense and risk and you will not be admissible in a claim against the alleged inaccuracy, contradiction, illegality or incompleteness, unless you could not

reasonably have identified the alleged inaccuracy, contradiction, illegality or incompleteness during the tender.

Individual handling of questions

Within the question module in TenderNed, a Candidate can request that certain questions or information not be included in the Information Notice. This is if disclosure of this information would harm the legitimate economic interests of the Candidate.

If the Contracting Authority considers that the motivation is well-founded, the Contracting Authority may provide information to this Candidate individually.

5.6 Request to participate

The tender and the Request for Participation will be handled by TenderNed. The Registrant is responsible for making a timely Request for Participation.

Only in the event of a demonstrable malfunction on TenderNed as a result of which it is not possible to submit the Tender on time via the digital safe, Aon's contact person must be contacted before the closing date via the e-mail address: aanbestedingen-crs@aon.nl.

The contact person may give permission to submit the Request to Participate via TenderNed's messaging module or in any other way, provided that:

- This is still possible before the registration deadline and time, and
- The Candidate provides proof that there was a technical malfunction at TenderNed within 48 hours of the final registration date and time. Proof is a maintenance and malfunction overview from TenderNed or a statement from TenderNed. If this proof cannot be provided, the Registration will still be declared invalid.

The Tenderer is responsible for timely familiarisation with the manuals for the correct use of TenderNed (see also: [Videos: this is how TenderNed works](#)) and for creating a user account in a timely manner. The contracting authority is neither responsible nor liable for incorrect use of TenderNed.

5.7 Complaints procedure

Any complaint regarding the selection phase of the present tendering procedure must be made at the earliest possible stage to the contact person of this tender. If it is possible to report the complaint in the context of an Information Notice, this must be done at all times. A '*complaint*' is understood to mean: *"a timely and motivated expression of dissatisfaction with a corrective or rejection character with regard to this tender or part thereof"*.

If the response to the complaint in the Information Notice or otherwise is not satisfactory in the opinion of the complainant in question, he or she can submit a complaint to ProRail's complaints hotline via aanbestedingsklachten@prorail.nl. For further information, please refer to the [tendering complaints procedure](#). It must be clearly and substantiated to which aspect of the tender the complaint relates. Anonymous complaints are not allowed. The complaint will be dealt with as soon as possible by an independent expert. You will receive the response to the complaint via ProRail's procurement complaints hotline (KMP) for this tender. The way in which a complaint is handled is described in ProRail's complaints procedure. A complaint submitted does not necessarily bring the present

tendering procedure to a standstill. However, the Contracting Authority may decide to suspend the procurement procedure.

If the complainant does not agree with the opinion of the complaints hotline and/or the way in which it has handled the complaint, he or she can turn to the Committee of Procurement Experts. The complaints procedure is further elaborated on the website of the Committee of Procurement Experts: <http://www.commissievanaanbestedingsexperts.nl>.

In addition to submitting a complaint to the complaints hotline and/or the Committee of Procurement Experts, the right to submit a complaint by means of summary proceedings applies in full. All legal disputes that may arise between the parties as a result of the present tender or as a result of the Agreement will be settled by the court in accordance with ProRail's terms and conditions, except insofar as mandatory rules of jurisdiction would preclude this choice.

5.8 Content of the notification

The Request to Participate must contain the following documents:

	Document name	Subject	Legally valid Signature
1	European Single Procurement Document (completed by the Tenderer and, if applicable, by the Third Party and/or all participants in the Combination)	Appendix 1	Yes
2	Request to participate	Annex 2	Yes
3	Proxy Statement (if Subscriber is an Authorised Agent)	Appendix 3	Yes
4	An extract from the trade register as referred to in Article 2.89 paragraph 1 of the Public Procurement Act 2012, not older than 6 months from the date of registration.		N/A

The legally valid signature must be placed by a natural person and must be evidenced by the extract from the Trade Register, supplemented by powers of attorney if necessary.

All these documents must be submitted directly with your Request to Participate. If these documents are missing in whole or in part, we can request them from you and you must still submit them to us. The extract from the Trade Register may not be older than six months from the time of submission of your registration.

Please note that the signature must be placed by a natural person. If your director is not a natural person but, for example, another company or a foundation, an authorised natural person of that director must place his signature. If that director is not a natural person either, this process is repeated until an authorised natural person can be appointed to place a signature. In these cases, you must submit all relevant extracts from the Trade Register (and any powers of attorney).

Where there is a "model Annex" (see Appendix 1 to 3), it is not permitted to remove or change texts contained therein, nor to add text. If the Tenderer does so, this will lead to exclusion, unless the Contracting Authority is of the opinion that exclusion would be disproportionate and/or there is an

obvious omission and therefore a reparable defect.

5.9 Prioritization

Insofar as there are contradictions in the text of the Selection Document, the Dutch-language selection document is leading and the following priority rules apply:

- a) Information Notes, in which the provisions of the most recent Information Notice prevail;
- b) This Selection Document in Dutch; including other Annexes
- c) The Request for Participation of the Tenderer.

The Contracting Authority's terms and conditions of purchase were expressly declared inapplicable, in view of the nature of the Agreement, namely an insurance contract with its specific conditions.

5.10 Applicable law and disputes

This procurement procedure, including the associated Procurement Documents, and the Agreement resulting from it are governed by Dutch law, including the practices applicable in Dutch insurance practice. Disputes between the parties involved in the tendering procedure, which arise as a result of this tendering procedure, must be submitted to the competent court in the district in which the Contracting Authority is established.

The Tenderer will be declared inadmissible in its claims if a dispute is made later than 8 calendar days after the date of the selection decision.

The Tenderer to whom the Contracting Authority intends to award the Contract may intervene in legal proceedings as a Third Party Interested Party.

5.11 Confidentiality

During the procurement procedure, you are obliged to treat all information originating from the Contracting Authority, insofar as it is not already publicly accessible, strictly confidential and not to make it available to third parties.

All documents/files (digital) become the property of the Contracting Authority after submission. This also gives rise to the right to process the information provided. Where confidential information is concerned, designated as such by the Tenderer, the Contracting Authority shall respect this, except when there is a legal obligation to disclose and except when the Tenderer agrees to the disclosure of information provided by it.

All files and products stored by the Tenderer on behalf of the Contracting Authority shall always remain the property of the Contracting Authority. At the time that the Agreement is terminated in the

future, the Tenderer is obliged to provide these files and products to the Contracting Authority free of charge, immediately upon first request. If desired by the Contracting Authority, the Tenderer shall destroy the files and products at the first request of the Contracting Authority.

5.12 False statements

The Contracting Authority expressly points out that statements that - whether or not - subsequently turn out to contain inaccuracies or contain promises that are not or cannot be fulfilled are regarded by it as 'false statements' within the meaning of Article 2.87(1)(h) of the Public Procurement Act 2012. This will lead to exclusion from further participation in this procurement procedure and may lead to exclusion from future procurement procedures of the Contracting Authority.

If, after the award, it turns out that this has taken place on the basis of 'false declarations', the Agreement can be dissolved by the Contracting Authority, without the Contracting Authority being obliged to compensate damages.

The Candidate who has made a 'false declaration' is liable for all direct and indirect damage that the Contracting Authority suffers or will suffer as a result.

5.13 Claims by Tenderer(s)

Tenderers cannot derive any right from their Request for Participation with regard to the actual acquisition of the Assignment. Costs incurred for the Tender will not be reimbursed by the Contracting Authority.

6 Capacity of Tenderer, grounds for exclusion and suitability requirements for the Registration Phase

This chapter indicates the capacity in which the Tenderer can submit a Tender and which grounds for exclusion and suitability requirements apply.

6.1 Terminology

The terminology used in the Public Procurement Act 2012 does not fit in seamlessly with the insurance industry. That is why this document indicates exactly what is meant by various terms.

The Assignment is an insurance assignment. The Agreement is concluded between the Contractor(s) and the Client. An Insurer can tender for the Assignment. An Insurer may be represented by an Authorised Agent. The latter can tender for the Assignment on behalf of an Insurer.

The system used in this Selection Document applies to both Insurers established in the Netherlands and to Insurers established abroad, provided that they meet the applicable legal requirements and the suitability requirements set out in this Selection Document.

The method of registration is explained in more detail below, including the specific insurance law aspects.

6.2 Method of Registration at registration phase

Candidates may submit a Tender in the context of this tender procedure in the following way:

- Independent (as an Insurer or Authorised Agent);
- As a main contractor with the use of Third Parties or Subcontractors;
- In a Combination.

A natural or legal person may only be involved in one (1) Registration, as an independent Tenderer, as a participant of a Combination, as a Third Party or within a power of attorney. The foregoing on pain of exclusion from the tendering procedure. This exclusion then applies to all registrations in which the natural or legal person is involved. In concrete terms, this means that a Candidate/Insurer can only tender once.

This means that an Insurer does not register independently as a Lead and/or Follow-on Insurer and again through an Authorised Agent(s) for another share percentage as the sole Lead and/or Follow-on Insurer.

The exception here is that if an Authorised Agent uses a fixed insurance product that consists of a fixed panel with several Insurers that is not composed for one specific Subscription, in which, for example, the relevant Insurer participates with a fixed percentage, this is permitted.

It is also not permitted for multiple Authorised Agents to make a Subscription on behalf of the same Insurer if it is only used for a share as a Lead and/or Follow-on Insurer. It is impossible for the

Contracting Authority to check whether these Tenders have actually been drawn up on behalf of the same Insurer(s) completely independently of each other.

In the case of parent companies, subsidiaries or companies belonging to the same group (affiliated/affiliated companies within the meaning of Articles 2:24a and 2:24b of the Dutch Civil Code or a similar legal form under foreign law), only one of the companies concerned may tender, unless it is demonstrated that competition is not harmed. For the latter, the Tenderers concerned must at least make it plausible that the Tenders were made independently of each other and that no mutual inspection of each other's Tenders was obtained. If they cannot demonstrate that competition is not harmed, we will declare the Tenders of all companies involved invalid.

Below we briefly explain the different forms of registration.

Independent

The Tenderer meets the suitability requirements and can perform the assignment independently.

As a main contractor with Subcontractor

A partnership in the form of main and subcontracting can register as a single Tenderer. The main contractor remains responsible for the work to be carried out at all times. The main contractor is liable for the entire execution of the Assignment, including what is carried out by the Subcontractor. In the case of main and subcontracting, the relevant parts of the European Single Procurement Document (ESPD) must be completed.

If the Tenderer invokes the technical competence of a Subcontractor, that Subcontractor is (also) to be regarded as a Third Party in accordance with Part IIC ESPD. In that case, the Tenderer must follow the instructions as described with regard to the recourse to the resources of (a) Third Party(ies).

If, for example, an Insurer or an Authorised Agent calls on a claims settlement agency or loss adjuster on behalf of the Insurer, Part II D must be completed.

As a main contractor with the use of Third Parties.

If the Tenderer does not independently meet the suitability requirements, the qualifications and/or resources of a Third Party may be called upon to be considered for award. In that case, the Tenderer must fill in part IIC of the European Single Procurement Document (ESPD) which Third Party(ies) it uses for which Suitability Requirement(s). In addition, the Tenderer must attach to its Tender a separate European Single Procurement Document (ESPD) completed by each separate Third Party whose technical ability is claimed.

The Tenderer guarantees that the Third Party meets all the requirements set in this tender procedure with regard to the parts of the Agreement to be performed by the Third Party in question and that the Tenderer can use this Third Party in the execution of the Agreement.

The Contracting Authority reserves the right to check this guarantee for accuracy. The Tenderer is fully liable for compliance with all obligations arising from the Agreement, including the obligations to be performed by the Third Party Subcontractor.

Combination*

A Consortium of Candidates may jointly submit a Tender as a single Tenderer. In that case, each of the Candidates is not also allowed to make a Tender separately, whether as main, Subcontractor or

Authorized Agent. In the event of the award of the Contract, the members of the Tender Group are each separately jointly and severally liable for the contracted part of the capacity* for damage in the event of non-performance of the Agreement.

The grounds for exclusion and eligibility requirements set apply to every participant in the Combination. The Registration must include a legally signed ESPD of each participant in the Combination. A legally signed registration form and a legally valid signature in a separate statement also count as a signature of the ESPD.

Special features in the insurance situation

A Combination is only possible if the Combination consists of equal parties (depending on the requested service). For example, a combination of an insurer and an insurance broker is therefore not permitted. The same applies to the Combination of Authorised Agent and Insurance Broker or Intermediary.

** A combination differs from co-insurance. In the case of co-insurance, each Insurer is solely responsible and liable for its own share percentage in the risk. In the case of a Combination, in which several Insurers jointly act as one Tenderer, all Parties are jointly and severally responsible and liable for the fulfilment of the obligations under the Agreement, regardless of their mutual share in the risk. For example, if two or more Insurers each wish to subscribe to the risk in part (e.g. 50% and 50%), this can be designed as co-insurance, in which case each Insurer is only liable for its own share percentage, or as a Combination, in which the Insurers subscribe jointly and each is jointly and severally liable for the full performance of the Agreement. The choice of co-insurance or a Combination thus determines how the liability is divided between the Insurers.*

6.3 Instruction on the tender method of the European Single Procurement Document (ESPD)

Method of registration	UEA Instruction Enrollment
Independent	The Tenderer acts independently, i.e. not in Combination. He submits a completed and legally signed ESPD. In Part IIA, he enters "no" in the section 'manner of participation'.
Combination	Each party submits a completed and legally signed ESPD. In Part IIA, each party enters "yes" in the 'manner of

	participation' section and states the name of the Combination Party(ies).
Relying on the technical ability or resources of a Third Party (ies)	Tick part IIC "yes" and enter the name of the party whose financial capacity is being appealed to. _____
	Have the Third Party invoked complete and validly sign an ESPD (in any case parts IIA, IIB and III) and submit it with the Registration. _____
	Indicate the specific capacity on which the Tenderer relies for each of the entities involved.
With the use of a Subcontractor who is not called upon for technical competence	Indicate "yes" in the IID and enter the name of the Subcontractor to be deployed.
Power of attorney situation	In the case of a Registration of an Authorised Agent on behalf of the Insurer(s), it is customary for the Authorised Agent to complete and sign the ESPD on behalf of the Insurer(s). In Part II A, the details of the Insurer are entered. In Part II B, the details of the Authorised Agent. Part II C and Part II D can be filled in with 'no'. The ESPD shall be signed by the Authorised Agent. No separate ESPD is filled in for the Authorised Agent.

6.4 Grounds for exclusion and invalidation

This paragraph lists the grounds that may lead to the exclusion of the Tenderer from the Tender or to the rejection of its Tender.

Ground for exclusion 1. Articles 2.86 and 2.87 of the Public Procurement Act 2012

The ESPD includes the grounds for exclusion that apply in this tender (Part III). In the ESPD, you indicate whether a ground for exclusion applies to you. If this is the case, you must also indicate in the form whether and which "self-cleaning measures" you have taken. If a ground for exclusion applies, this will in most cases lead to the dismissal of your Registration. The possible exceptions to this are listed in the Public Procurement Act 2012.

Ground for exclusion 2. Prohibition of execution with Russian involvement in violation of Sanctions Regime

The European Union (EU) imposed (new) sanctions against Russia on 8 April 2022. In view of the aforementioned prohibition, which the Contracting Authority must comply with and in which context it requires the following statement from Tenderers, an (additional) resolute condition has been included in the Agreement in this context.

The Tenderer declares the following by means of the Tender:

There is no Russian involvement in the Tender for and the execution of the Agreement on the present European Procurement that exceeds the thresholds of Article 5k of EU Regulation (EU) 833/2014 of 31 July 2014 concerning the restrictive measures concerning in view of Russia's actions destabilising the situation in Ukraine, as amended by Regulation 2022/578 of 8 April 2022.

In particular, the tenderer declares that:

- a. The Tenderer (and the companies that are part of the Combination) are not (legal) persons with a Russian nationality and these (legal) persons (natural persons, companies, entities or bodies) do not reside or have their registered office in Russia;*
- b. Tenderer (and the companies that are part of the Group) are not legal entities (established in Russia or any other country) that are directly or indirectly owned for more than 50% by a Russian party as mentioned above under a);*
- c. The Tenderer (and the companies that are part of the Group) is not a person or legal entity (established in Russia or any other country) acting on behalf of or at the direction of a Russian party, as referred to in subparagraphs (a) and (b);*
- d. There are no Subcontractors, suppliers or companies participating in the execution of the Assignment whose capacity is invoked by the Tenderer (and the companies that are part of the Combination) that have a share of more than 10% of the contract value in which a situation as under a) to c) arises.*

The Tenderer shall immediately notify the Contracting Authority if there is still Russian involvement that exceeds the aforementioned thresholds during the execution of the Contract.

If it turns out that you have stated contrary to the truth, this may lead to exclusion from (further) participation in this tendering procedure and/or to dissolution of the Agreement. The Contracting Authority expressly reserves the right to check the accuracy of the agreement with this declaration.

Ground for exclusion 3. Declaration of obligations in environmental, social and labour law

By registering, you declare that when drawing up your Registration, you have taken into account the obligations in the field of environmental, social and labour law under European Union law, national law or collective bargaining agreements or under the provisions of international environmental law referred to in art. 3.70 of the Aw. social and labour law.

If you make a reservation about this, we must exclude you from further participation.

More information about obligations that apply in the Netherlands can be found at:

- Taxes: on www.belastingdienst.nl, among other things;
- environmental protection: including www.rijkswaterstaat.nl;

- employment protection and working conditions, see, among others, the Ministry of Social Affairs and Employment.

Evidence of grounds for exclusion

By completing, signing and submitting the Uniform Procurement Document, the Tenderer declares that none of the aforementioned grounds for exclusion apply to it. The European Single Tender Document is generated via TenderNed.

The following (Dutch) means of proof may be requested from the Tenderer (and each of the Combinants/Third Parties) to whom the Contracting Authority intends to award the Contract.

Grounds for exclusion	Submission at the request of the Contracting Authority
Part III A ESPD	Declaration of conduct for tendering, which is not older than 2 years at the time of submission of the tender.
Part III BEE	Statement of tax authority compliance with tax obligations, which is not older than six (6) months at the time of submission of the registration.
Part III C ESPD	Applicable evidence has already been requested.

At the request of the Contracting Authority, the tenderer must **only submit the requested evidence within** ten calendar days in the event of a provisional award.

In accordance with Article 2.89(4) of the Public Procurement Act 2012, foreign tenderers who are unable to submit the aforementioned evidence may submit information and documents from another Member State that serve an equivalent purpose or from which it appears that the ground for exclusion does not apply to them.

The contracting authority also reserves the right to request additional evidence.

Please note: if a Licensed Agent registers, the above evidence must be provided for both the Insurer and the Authorized Agent.

6.5 Eligibility Requirements

It is important for the Contracting Authority that Tenderers are financially sound and are technically and professionally capable of performing the contract throughout its duration. Therefore, the following suitability requirements have been set:

Requirement 1 Financial and economic standing - financial rating

Applicants must demonstrate that they are financially sound and able to bear their share of the insured risk throughout the term of the insurance. For this reason, a minimum financial solidity is required.

The Applicant must have a minimum financial rating of BBB (Standard & Poor's) or A- (AM Best) or a comparable rating from another internationally recognized rating agency on the date of registration, on the effective date of the insurance and during the term of the insurance.

If an Applicant does not have such a rating, it can also be demonstrated that there is an equivalent financial position. An assessment by the Aon Security Committee can be used for this. The Aon Security Committee is an internal expert body of Aon that assesses the financial soundness and creditworthiness of insurers for the purpose of placements in the insurance market.

Evidence

At the request of the Contracting Authority, the candidate shall provide external proof of the applicable rating.

Requirement 2 Technical and Professional Competence - Leading Insurer

The Candidate must demonstrate that the nominated Lead Insurer has sufficient expertise, experience and organisational capacity to adequately implement ProRail's liability programme. The Lead Insurer must have sufficient underwriting and claims expertise and demonstrable experience with liability insurance policies of a similar nature, scope and complexity.

A Lead Insurer is understood to mean the insurer who acts as the first point of contact within a co-insurance programme for acceptance, policy content and claims handling and who fulfils a coordinating role on behalf of the participating insurers.

An Authorised Agent is understood to mean a party who, on the basis of a power of attorney, is authorised to accept insurance, administer policies and settle claims on behalf of one or more insurers. If an Authorised Agent tenders on behalf of a Lead Insurer, the expertise, systems and organisation of the relevant Lead Insurer may be used.

Aon will remain involved in the insurance programme as ProRail's insurance broker for the duration of the insurance and will support ProRail in market contacts, policy management, renewals, premium developments and claims analyses, among other things. This role is separate from the implementation of the insurance by the Lead Insurer and the other participating insurers.

This requirement is considered proportionate in view of the nature and scope of the contract. ProRail's liability insurance is a complex insurance programme with an insured sum of €300 million per event and a significant potential loss interest. Therefore, it may be required that the Lead Insurer has demonstrable experience and sufficient organizational capacity for acceptance and claims handling. The requirement is imposed exclusively on the Lead Insurer and not on every participating insurer within the co-insurance programme.

Evidence

The Candidate submits:

- an organisation chart of the organisation that is used for the execution of the assignment;
- a description of the underwriting and claims organisation;
- a description of at least two comparable liability insurance programs in which the Lead Insurer or Authorized Agent has fulfilled a similar role.

Comparable insurance programmes are understood to mean complex liability insurance or liability insurance programmes for large companies, infrastructure organisations or (semi-)public organisations, where there is a similar size, risk exposure and role of the Lead Insurer or Authorised Agent.

Requirement 3 Technical and professional ability - Professional qualification**Requirement 3A Appeal Competence - Registration**

The candidate, including any participants in a partnership, must be legally established and registered in the trade register of the Chamber of Commerce (KvK) or an equivalent foreign trade register.

A partnership is understood to mean any form of joint tender by two or more market parties.

Evidence

At ProRail's request, the Candidate shall provide a recent extract from the relevant trade register that is not older than six months at the time of registration.

Requirement 3B Appeal - Permits

The candidate must have all the licences necessary to be able to provide the insurance services offered in the Netherlands.

In the case of an insurer, it must have the licences required under the Financial Supervision Act (Wft) or be authorised to offer insurance services in the Netherlands on the basis of European supervisory law.

In the case of an Authorised Agent, he or she must be authorised to act on behalf of the insurer(s) in question. The underlying insurer must also have the required powers to carry out insurance activities in the Netherlands.

Evidence

At the request of ProRail, the Candidate shall provide the relevant permits, registrations or other evidence showing that this requirement is met.

Requirement 4 Technical Competence - Claims Handling

During the performance of the agreement, the Lead Insurer must use a system that allows policy administration, communication between the insurers involved and claims settlement to take place in an efficient and verifiable manner.

Use of the Electronic Insurance Exchange System (E-ABS) is accepted. However, applicants may also use an equivalent system or process, provided that it provides a comparable level of service, communication and administrative support.

Evidence

At ProRail's request, the candidate describes how the policy administration, communication between insurers and claims settlement are supported and, if requested, demonstrates that there is an equivalent level of service.

The following applies to all requirements:

For all eligibility requirements, the Candidate declares that it meets the requirements by submitting the European Single Procurement Document (ESPD).

ProRail reserves the right to request Candidates to demonstrate the accuracy of this statement by means of the required supporting documents at any time during the tendering procedure. The Candidate shall provide this evidence within five working days of a request to that effect from ProRail.

If a Candidate does not meet one or more of the suitability requirements, or does not provide the requested supporting documents in a timely manner, the Candidate will be excluded from further participation in the procurement procedure.

7 Assessment

By submitting a Request for Participation, the Candidate unconditionally agrees to all the provisions as stated in this Selection Document and the accompanying appendices.

The Requests for participation will be assessed on the basis of the procedural rules, exclusion grounds and suitability requirements included in this Selection Document.

The absence of documents, the incompleteness and/or incompleteness of the completion or provision, the failure to meet the set requirements, etc., generally leads to exclusion from further participation.

The Contracting Authority reserves the right to have obvious misunderstandings, obvious omissions or ambiguities corrected or explained by the Candidate. This concerns (minor) defects in the Request for Participation that are easy to repair. However, the Participation Request may not be subject to any substantive change as a result.

Assessment takes place in accordance with the following step-by-step plan:

Step 1	Assessment on the basis of the method of submission First of all, it is assessed whether a Request to Participate complies with the regulations regarding the method of one-off submission and timeliness of the submission.
Step 2	Assessment of completeness and other formal requirements The Request for Participation is tested for completeness. If the requested information has not been provided (i.e. documents are missing or have not been completed in full or validly signed), the Request to Participate will be invalid and will no longer be eligible to participate in Phase 2. Unless there is an omission or minor error that, in the opinion of the Contracting Authority, lends itself to rectification.
Step 3	Assessment of compliance with grounds for exclusion It is assessed whether the Candidate, or his authorised representative and/or Subcontractor, does not fall under one or more of the aforementioned grounds for exclusion. If this is the case, the Candidate will be excluded from further participation.
Step 4	Assessment of meeting suitability requirements It is assessed whether the Request for Participation meets the suitability requirements. Failure to comply will lead to exclusion.
Step 5	Standstill period Due to the standstill period of 8 days (standstill after the selection phase), the sending of the invitation to tender may take up to 8 days after the deadline for submitting Requests to participate. If no Candidates are rejected, this standstill period will expire and the invitation may be sent earlier.
Step 6	Send invitation selection After the above assessment procedure, selection will be made. The invitation to tender will be issued simultaneously to all Candidates selected on the basis of the selection procedure.

Annex 1 European Single Procurement Document

The Single European Tender Document (ESPD) was generated via TenderNed and is attached as a separate Annex.

Appendix 2 Request to participate

The undersigned hereby makes a Request to Participate and declares that he/she has truthfully completed this request and the European Single Procurement Document and meets the suitability requirements set out in this Selection Document.

Name of Registrant	
Name	
Function	
Date	
Signature	

Appendix 3 Proxy Statement

In the case of registration by an Authorised Agent, the following statement must state the powers of attorney granted to him.

DECLARATION OF POWER OF ATTORNEY	
Proxy Insurer	Share

The undersigned declares that he/she has truthfully completed this declaration and the European Single Procurement Document (both in respect of his proxy company and in respect of the proxy granting Insurers) and that he/she is authorised to participate in this procurement procedure on behalf of the Insurers mentioned in this form.

Name of Registrant	
Name	
Function	
Date	
Signature	