Tender guide

European public procurement

Nationwide

Digital route guidance at stations

TN528179

INFORMATION VERSION ONLY, DUTCH VERSION PREVAILS

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1 Introduction

1.1 Who is ProRail?

ProRail B.V. (hereinafter: ProRail) is responsible for the railway network of the Netherlands: construction, maintenance, management and safety. Employees ensure that every day, 24/7, 1,200,000 passengers and 100,000 tons of goods arrive at their destination, with 6,550 trains over more than 7,000 kilometres of track. The railway network is rightfully the beating heart of mobile Netherlands. In 2020 and 2021, rail use declined due to Covid-19. The prognosis is that rail use will eventually pick up again and even grow further.

ProRail works on the accessibility of the Netherlands by ensuring an optimal rail network. We distribute the capacity on the track, regulate all train traffic, build and manage stations and lay new track. ProRail also maintains existing infrastructure such as tracks, switches, signals and level crossings. See also www.prorail.nl.

ProRail makes an important contribution to keeping the Netherlands accessible. The population is growing, business activity is increasing and contributing to achieving the climate goals is becoming increasingly urgent. As a result, the demand for rail transport as the sustainable form of mobility is increasing. To meet this increasing demand, we need to further expand the capacity of our already busy network. This can be done in the form of infrastructure (e.g. more tracks, longer platforms), new techniques (e.g. self-steering technology, sensor technology, big data) and a smarter approach to logistics on the railway. We do this with an eye for the climate, safety, economic interests and taking into account carriers, passengers, local residents and other stakeholders. In this way, we keep the Netherlands moving sustainably, now and in the future. In order to be prepared for the future, ProRail provides an answer to these developments. ProRail does this by focusing on three ambitions:

- ProRail connects: more mobility.
- ProRail improves: more reliable mobility.
- ProRail becomes more sustainable: more sustainable mobility.

ProRail outsources work that market parties can carry out. ProRail's attention is focused on specifying, competing and managing contracts in relation to each other.

ProRail focuses its contracting on achieving cost-effective results. For the supply of products and services, ProRail strives for quality and functionality at a realistic price for the entire lifespan and the highest possible return in terms of availability, reliability, sustainability and safety of the railway. Finally, ProRail aims to make optimal use of the innovative capacity of the market, whereby ProRail strives for continuous improvement.

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1.2 Reading guide

This tender guideline (hereinafter: the guideline) describes the course of the tendering procedure. The guideline must be read in conjunction with the publication in TenderNed, in order for the reader to obtain a complete overview of (the course of) this tendering procedure.

The content of the assignment is described in chapter 2 and the Annex 3: Demand specification 'Digital route guidance at stations for passengers with a visual impairment'.

Chapter 3 discusses the course of the tendering procedure. Requirements for registration are detailed in chapter 4. The award criterion is described in chapter 5. In chapter 6 the assessment process is set out, followed by Chapter 7 indicates what happens after this tender.

In chapter 8 a list of appendices to this guideline is included.

Appendix 1 contains a checklist of which documents must be submitted at registration.

We would like to draw your attention to the use of 'Appendix 10 - ICT Glossary for European Tenders', which contains all the terms used in the Tender Documents.

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2 Assignment Information

ProRail needs a system for digital route guidance at stations. The purpose of this tender is to conclude an exclusive contract with one (1) party regarding the development, supply, maintenance and management of a digital navigation system at stations, hereinafter referred to as 'the contract', in order to meet this need.

2.1 Scope

The goal of National – Digital Route Guidance at stations is to develop, supply, maintain and manage a digital navigation system at stations to make it even more accessible for people with a visual impairment by means of a navigation system that helps to find toilets and other station facilities.

Initially, the 54 largest stations, where there is a public toilet, will be equipped with the system, starting with the Cathedrals, then the Mega stations and so on descending in priority. The 54 stations included in the initial rollout are listed in Annex 3.5. The system is universal. The stations must be scanned one by one so that the point cloud can be added to the system. Slight changes at stations that cause changes to point clouds can be scanned at stations.
All this on demand by ProRail.

- ProRail assumes that the system functions without physical additions to the station. Supplier does not add anything (e.g. beacons, etc.) to the station. The system functions independently.

The following components are included in the scope:

- Development and delivery of the navigation system.
- Testing, external and internal hours.
- Maintenance and management:
  - Updates, customizations, and licensing fees (10 years).

Optionally add 343 stations, major changes to existing stations and extra point of interest via review clauses.

The revision clause is based on the budget available at the time of the tender versus the desire to add additional stations or points of interest throughout the term of the contract (including extensions).

This Agreement, hereinafter referred to as the Agreement, includes the development, supply, maintenance and management of a digital navigation system at stations. contract for services

The Agreement has a fixed term of five (5) years with five (5) times an option to extend for one (1) year. This brings the maximum term to ten (10) years.

ProRail has opted for a term of 5 years and 5 options to extend the agreement by 1 year because the financing for the first 5 years is guaranteed by I&W. The financing for the option years is not yet final. Given the type of service (SaaS service), a 5 x 1 year renewal option is not disproportionate and is common in the market. With a standard system of this size, you easily need 3 years for: the tender; development; release; roll-out and functional additions. A term of 10 years is no exception for ICT contracts.

The Agreement does not provide for a guaranteed purchase.

The contract will be awarded to the tenderer who has submitted a legally valid tender and has the lowest fictitious tender price (BKPV). After awarding the contract (during the contractual phase), this party will be invited to carry out a practical test. During the practical test, the contractor demonstrates that its navigation system meets what has been agreed and on the basis of which the contract was awarded (including the demand specification, PoR and offered performance criteria (technical

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aspects/ProRail)) and the navigation app is (again) assessed by the experiences of the user group (the Eye Association). The tenderer who carries out the practical test shows that his navigation system meets the requirements and which system the users find most comfortable to use. This research is led by Royal Visio.

If the practical test is not passed, the agreement will be terminated and number 2 in the ranking will be given the opportunity to conduct the requested practical test.
With number 2 in the ranking, a waiting room agreement is concluded for the duration of 1 year.

2.2 Terms of the assignment

The Agreement and the Waiting Room Agreement can be found in Appendices 8 and 8.1.

2.2.1 Waiting room arrangement

ProRail can conclude the Agreement with the tenderer who finishes as number two in rank, which additionally includes a waiting room arrangement. The waiting room regulation provides that ProRail can enter into force the Agreement with the tenderer, who ends as second in rank, within a period of one (1) year if the Agreement with the first contractor is or has been terminated or annulled.

The provisions of Article 18.3 ARN2016 shall apply mutatis mutandis to the tenderer who has submitted a tender that is eligible for the award of the Agreement with waiting room arrangement. The tender shall not have failed if, on the basis of this article, the Agreement with waiting room arrangement is not awarded, but the tender that has finished first in rank is awarded.

2.3 Socially responsible procurement

2.3.1 *Sustainability*

ProRail has the ambition to become more sustainable in order to achieve climate goals. To achieve this ambition, ProRail focuses on:

1. Mobility: Increasing rail mobility in the Netherlands.
2. Energy: Generating our own energy completely sustainably and independently.
3. Materials: Reuse of materials and replacement of polluting materials.
4. Nature: Increasing biodiversity and nature value on our railway land.

In order to encourage the Contractor to reduce CO2, the award criterion CO2 ambition level will be used.

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3 Tendering procedure

3.1 Procedure

The Public Procurement Act 2012 applies to this European tender. This tender will be conducted in accordance with the open procedure in accordance with Article 3.33 of the Public Procurement Act 2012, supplemented by Part II of the Public Procurement Regulations for Utility Sectors 2016, version 1 July 2016 (ARN2016).

The ARN2016 can be found at: https://www.prorail.nl/samenwerken/leveranciers/documenten.

3.2 Planning

Process step	Date	Notes
Publication	01 October 2026	
Information meeting	October 15, 2026	
Deadline for submitting questions for Information Notice 1	October 22, 2026	
Publication of Information Notice 1	05 November 2026	
Deadline for submitting questions for Information Notice 2	12 November 2026	Questions regarding Information Note 1
Publication of Information Notice 2	26 November 2026	
Deadline for Registration	07 December 2026: 23.59	Deadline for registration
Selection max. 4 parties for user testing (Demo phase)	14 December 2026	The four valid entries with the highest preliminary BPKV score will be admitted to the user tests (Demo phase) (see further section 5.3.5)
Performing user tests (Demo phase	21 and 22 December 2026	
Provisional award decision	25 January 2027	
Final award	February 15, 2027	
Expected signing of the agreement	week 8/9 2027	
Expected operational start agreement	01 March 2027	
Practical test	01 March 2027	

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The current schedule is included in TenderNed. The deadline for registration is considered a strict deadline. Furthermore, after the deadline for asking questions, ProRail is not obliged to deal with any questions. The other periods mentioned are indicative. In the event of contradictions with regard to the planning, the planning as included in TenderNed will prevail.

3.3 Use of TenderNed

The tendering procedure is conducted via TenderNed. To participate in the tender, you must be registered in TenderNed. You need an eHerkenning means – with at least assurance level 2 – to

register a company in TenderNed. For more information, see www.TenderNed.nl and www.Tenderned.nl/cms/tenderned-voor-ondernemingen.

- All correspondence relating to this tender procedure must be done in writing via the 'Messages' module in TenderNed (use the option 'Send a message about this tender to ProRail B.V.'). Correspondence sent by any other means will not be processed. For the process of exchanging information, see also paragraph 3.4.
- If the information in TenderNed differs from the information in this guideline with accompanying appendices, the text in TenderNed will prevail. The parties are requested to report contradictions to ProRail immediately via the 'Messages' module of TenderNed.
- ProRail only provides tender documents digitally via TenderNed. If a file has both a PDF version and an original ('native') version, the PDF version will prevail over the original version.
- ProRail is not responsible for the inability to register due to automation or network problems of the tenderer.
- In the event that TenderNed is not accessible at the latest time of receipt of the tenders as a result of a disruption of TenderNed, ProRail may, depending on the situation and the consequences, decide to postpone the deadline for receipt of the tenders. In that case, ProRail will announce the changed deadline for receipt of the tenders via TenderNed under 'Rectification' as soon as possible.

Your tender must be submitted via TenderNed in full and legally signed before the date and time specified in TenderNed.

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

- In the section "Responding to requirements", the requested documents with regard to the grounds for exclusion and suitability requirements must be submitted.
- In the section "Answering award criteria", the documents for the tender must be filled in under the "Criteria" tab.
- Tenderer must tick the box under "This criterion has been answered" for all criteria.
- After completing the first three points, the point "Tender for the tender" must be completed in order to submit your tender.

Please note: if not all points have been completed, your registration has not been submitted and ProRail cannot process it!

The safe in TenderNed closes automatically at the time specified in TenderNed; Uploading documents/registrations is no longer possible after that. The Tenderer is responsible for uploading all documents on time and making all documents available to ProRail in a timely manner. A tender that is late and/or submitted in a manner other than that prescribed in this guideline will not be assessed and will be considered not submitted.

Appendix 1 contains a checklist of all documents to be submitted at registration. For all documents to be submitted that must be signed as referred to in this guideline, the signatory of these documents must be authorised to do so on behalf of the tenderer/consortium. This power of representation must be demonstrated by submitting an extract from the trade register (see paragraph 4.3). If the signatory is not registered as authorised to represent the signatory, a written power of attorney or a power of attorney must be submitted to demonstrate the authority.

All documents must meet the requirements as set out in this guideline. All documents must be submitted in a generally accessible format (e.g. PDF or MS-office), unless otherwise indicated in the

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explanatory notes to the award criteria. At the request of ProRail, files must be sent digitally as editable files.

All documents must have an easy-to-read layout.

3.4 Exchange of information

A good and complete understanding of the tender documents is in the interest of both ProRail and interested parties. For a good understanding of the tender documents, it is important that interested entrepreneurs ask questions about their content in due time, if necessary.

ProRail may provide information in the following ways:

1. Information meeting
2. General information
3. Individual information

In a general sense and in the event of inconsistencies, more up-to-date information takes precedence over older information (e.g. a later information notice prevails over an earlier information notice).

3.4.1 Information meeting

An online information meeting will take place on the date and time included in chapter 3.2. Your presence is appreciated.

We would like to ask you to let us know as soon as possible, but no later than Monday 12 October, before the information meeting, whether you will participate in this session (including your name and e-mail address), via the 'Messages' module of TenderNed.

The information meeting is only informative and will last about 1 hour.

In order to become part of the tender dossier, questions will always have to be submitted as a request for information in accordance with paragraphs 3.4.2 and 3.4.3.

3.4.2 General information

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

Questions should be asked in the attached Excel format (Appendix 2 - Format for general information, one question per cell) via the 'Messages' module of TenderNed (here you can add your questionnaire as an attachment) and not in the question and answer module of TenderNed.

The deadline for asking questions is stated on TenderNed. The sooner you ask your question, the sooner it can be answered.

ProRail publishes the answers to questions received anonymously via one or more information note(s) on TenderNed.

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3.4.3 Individual information

In accordance with the provisions of Article 3.50 in conjunction with Article 2.53 of the Public Procurement Act 2012, a tenderer may request that information be provided individually if disclosure of the information would harm the legitimate economic interests of the tenderer in question.

However, the provision of individual information may not lead to an unauthorised knowledge advantage, which may conflict with the principle of equality. In that case, ProRail will offer the tenderer the choice of withdrawing the question or having it answered generally.

Individual questions must be asked in the attached Excel format (Appendix 3 - Format for individual information, one question per cell) via the 'Messages' module of TenderNed (here you can add your questionnaire as an attachment) and not in the question-and-answer module of TenderNed.

3.5 Contact information.

Questions in the context of this tender can only be asked via TenderNed and will be answered via TenderNed. If necessary, the Tender Manager can be contacted. The Tender Manager for this tender is André Gosens,
Andre.Gosens@prorail.nl, 06-41085996.

However, only correspondence via TenderNed can have an effect on (the course of) this tender procedure.

3.6 Tender cost allowance

Tendering parties will not be reimbursed for the tender costs they incurred, because tendering for this tender does not require any special effort. They are existing systems, so no adjustment for the assignment needs to be carried out in the tendering phase.

3.7 Standstill period

Contrary to Article 15.1 of the ARN2016, a period of 90 days applies.

If a party submits a complaint (see paragraph 3.12), or institutes summary proceedings (see paragraph 3.13) against the provisional award decision, the period of validity of your tender will (automatically) be extended until four (4) weeks have elapsed after the opinion has been expressed or judgment has been rendered in the relevant summary proceedings.

Even in the event that the summary proceedings are withdrawn, the extension of the standstill period will apply until four (4) weeks have elapsed after the summary proceedings have been withdrawn.

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3.8 Exclusion from the procedure

If the tenderer does not comply with the procedure described in this guideline, this may lead to exclusion from the procedure.

It is also emphasized that statements that subsequently turn out to contain inaccuracies (whether or not after verification) or promises that are not (or cannot be) fulfilled, can be interpreted by ProRail as false statements. This may result in the exclusion of ProRail from this and further tendering procedure(s).

Exclusion may also follow if a tenderer maintains contacts with ProRail about the tender in question outside TenderNed or the Tender Manager (see paragraph 3.5) or in the event that it is established that tenderers are in contact with each other about this invitation to tender.

Tenderers are not permitted to communicate with third parties about the object of the tender during the procedure (until the final award) without the prior written consent of ProRail. An exception to this is the consultation with potential subcontractors or consortiums, insofar as this is relevant in connection with the execution of their part. In this context, publications are also considered to be communication with third parties.

3.9 Validity of registration

By submitting a tender, the tenderer agrees to all the provisions of the contract notice and the tender documents.

A tender to which conditions are attached or in which reservations are made is not permitted and will be declared invalid by ProRail.

It is not allowed to make alternative offers.

3.10 Limitation of rights

All tender documents have been compiled with the greatest possible care. Nevertheless, there may be ambiguities, inaccuracies and/or contradictions in the documents. ProRail requests interested entrepreneurs to report any ambiguities, imperfections and/or contradictions as soon as possible. ProRail expects a proactive attitude from the interested entrepreneurs, which means that any ambiguities, imperfections and/or contradictions in the tender documents must be reported to ProRail as soon as possible and at such a time that these ambiguities, imperfections and/or contradictions can still be corrected.

Tenderers must submit all questions and/or objections in the context of this tender procedure in due time with a request for information.

After the deadline for submission of tenders, an interested economic operator may no longer object to any ambiguities, inaccuracies and/or contradictions in the tender documents. Therefore, an interested economic operator will forfeit the right to object to (the consequences of) any violations of (procurement) law after that period, insofar as this would be the case in the tender documents, and an interested economic operator will be deemed to have fully and unconditionally agreed to the content of those documents.

By submitting a tender, the tenderer declares full and unconditional agreement with the tender dossier, including any adjustments as a result of the information provided.

Furthermore, in accordance with Article 18.9, the parties can ARN2016 object to the provisional award decision. If summary proceedings have not been instituted within the period referred to in that article, the Tenderers who have been passed over can no longer object to the decision and will have

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forfeited their rights in this respect. In that case, ProRail is therefore free to comply with the decision expressed. In the said case, the Tenderers who were passed over also forfeited their rights to bring a claim for damages in proceedings on the merits.

3.11 General questions or comments

If, apart from this tender, you have general questions, comments or complaints about ProRail's procurement policy, or proposals for improving it, you can address them to procurement@prorail.nl.

3.12 ProRail Complaints Hotline

If you have any complaints or objections at any point in the context of a specific tendering procedure, you can address them to the complaint's hotline set up by ProRail. The working method is described in the "ProRail Procurement Complaints Procedure", which can be found at: https://www.prorail.nl/samenwerken/leveranciers/documenten.

Any complaint must be emailed to the complaint's hotline via aanbestedingsklachten@prorail.nl with in cc. to the Tender Manager (see paragraph 3.5).

3.13 Appeal procedure

The parties have the right to initiate appeal proceedings with the District Court of Midden-Nederland if they deem this necessary. The appeal procedure is described in Article 21 of the ARN2016.

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4 Grounds for exclusion and suitability requirements

4.1 Introduction

ProRail uses the suitability test to assess whether you, as an entrepreneur, are suitable to carry out the contract in question. It is important that no grounds for exclusion apply to you and that you meet the set suitability requirements (minimum requirements). Any knowledge of ProRail with regard to the tenderer will not be taken into account in the assessment.

You can register as:

1. An independent registration (see section 4.2.1)

A registration together with other parties:

2. In combination (see Section 4.2.2)
3. Invoking the ability of third parties to pay (see section 4.2.3)
4. A registration as a joint venture – such as a general partnership (see section 4.2.4)

4.2 European Single Procurement Document (ESPD)

4.2.1 Self-employment

The replies in the European Single Procurement Document (ESPD) and the evidence submitted serve to verify that the tenderer is not subject to any grounds for exclusion and that you as a tenderer are suitable to carry out the work.

When tendering in TenderNed, the ESPD must be completed, signed and uploaded by the tenderer under the requirement 'Single European Procurement Document (ESPD)'.

Supporting document for Requirement 1 in TenderNed (directly upon registration):

- Completed and signed ESPD.

Supporting documents for Requirement 2 in TenderNed (directly upon registration):

- The requested supporting documents for the grounds for exclusion. These are the grounds for exclusion in sections 4.3 and 4.4.

4.2.2 Registration in combination with other lot(s)

An economic operator participating in a procurement procedure in combination with (an) other economic operator(s), including temporary joint ventures, must submit both its own ESPD and the separate ESPD of the joint operator containing the requested information in Parts II to VI. If there are several consortiums, a separate ESPD must be submitted for each consortium.

Since there is a tender in a combination, in addition to the ESPD, all documents (declaration(s)/agreement(s)) applicable to the situation in question, as mentioned in the ARN2016 Article 10, must[1] be submitted by the tenderer as evidence.

Supporting documents for Requirement 1 in TenderNed (directly upon registration)

1. A completed and signed ESPD in accordance with the appendix for all combinants. Please note that:

[1] *Combinaties of consortiums, joint ventures etc.*

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- in each ESPD under Part IIA, on page 3 of the ESPD under 'method of participation', the option 'yes' must be ticked.
- each ESPD must also state the role of the entrepreneur within the group as well as the identity of the other joint group(s) (company name).

2. Of the combinants together:
   - A completed and signed Combination Agreement (Appendix 4) in which the joint partners:
     - Include an organisational chart and division of labour showing at least which company is responsible for which activities and a statement that if the contract is awarded, the division of labour included in the combination agreement will actually be complied with (Article 10.2 ARN2016); and
     - declare that they accept joint and several liability if the contract is awarded (Article 10.4 ARN2016).

Supporting documents for Requirement 2 in TenderNed (directly upon tender, of each individual consortium):

- The requested supporting documents for the grounds for exclusion (see Article 10.3 ARN2016 and ESPD part III). These are the grounds for exclusion in sections 4.3 and 4.4.

4.2.3 Registration with an appeal to the ability of third parties

An economic operator participating independently or in combination and relying on the capacities of one or more other entities (for technical or professional capacity and/or financial and economic capacity) must submit its own ESPD together with the ESPD of the third party on whose capacities it relies, together with the relevant information. If there are several third parties, a separate ESPD must be submitted for each third party.

In the case of a tender invoking the capacities of third parties, in addition to the ESPD, all documents (declaration(s)/agreement(s)), as referred to in the ARN2016 Article 11, must be submitted by the tenderer as evidence.

Supporting documents for Requirement 1 in TenderNed (directly upon registration)

1. All completed and signed ESPD in accordance with Appendix. Please note that:
   - the main contractor (and possibly the consortium) must tick the option 'yes' under part IIC of the ESPD under 'information on reliance on the capacities of other entities'. The nominated subcontractor can tick the 'no' option there.
   - the identity of the third party (company name) whose financial capacity is invoked must also be stated on the ESPD of the tenderer.
2. A completed and signed declaration of appeal to third parties (Appendix 5) in which:
   - In the event that the technical and professional competence of a third party is invoked:
     - the economic operator declares that it has at its disposal the resources necessary for the performance of the contract; and
     - inserts an organisation chart indicating at least which undertaking will be responsible for which activities; and
     - a statement that if the assignment is obtained, this division of labour will also be complied with (Article 11.1 in conjunction with 11.2 ARN2016); and/or

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- In the event that the financial and economic capacity of a third party is invoked, it is declared that the third party accepts joint and several liability for the performance of the contract in the event that the contract is awarded to the economic operator in question (Article 11.4 ARN2016).

Supporting documents for Requirement 2 in TenderNed (directly upon tender, from both the main contractor and the nominated subcontractor):

- The requested supporting documents for the grounds for exclusion of the Tenderer and nominated subcontractor(s). These are the grounds for exclusion in sections 4.3 and 4.4.

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4.2.4 Registration with a joint venture – such as a general partnership

In the case of a joint venture – such as a general partnership – it is important to check whether the financial capacity of the separate entities within the company is being called upon.

If the Registrant is a general partnership (VOF), the VOF will usually have to call on the resources and/or competence of the partners in order to meet the requirements. If that is the case, there is registration based on the financial capacity of other entities (see paragraph 4.2.3), as a result of which the tendering general partnership is obliged[2] to follow the procedure listed in paragraph 4.2.3 ESPD (registration based on the financial capacity of other entities (natural or legal persons))' (and to submit the corresponding additional documents).

Only if the general partnership can carry out the assignment with only its own personnel and equipment (which is exceptional), i.e. with the resources that its joint partners have transferred to it in accordance with the partnership agreement and which it can freely dispose of, can the general partnership suffice with submitting only its own ESPD and the partnership agreement (see paragraph 4.2.1). There is performance with only its own personnel and equipment if the general partnership can carry out the assignment with the resources that its joint partners have transferred to it in accordance with the partnership agreement and that it can freely dispose of. To illustrate: in the opinion of the Supreme Court[3] , there is no longer any question of free disposal of funds in the case of rent, lease or loan to the general partnership.

4.3 Mandatory and optional grounds for exclusion

All mandatory grounds for exclusion and all optional grounds for exclusion as referred to in Articles 2.86 and 2.87 of the Public Procurement Act 2012 apply to this tender. The aforementioned grounds for exclusion are also ticked in the ESPD.

Supporting documents for Requirement 2 in TenderNed (directly upon registration)

1. Declaration of conduct for tenders issued at the time of submission of the tender is not older than two years.
   If you do not yet have one, remember that the application procedure has a long lead time!
2. Extract from the Trade register 4.3 that at the time of submission of the tender is not older than 6 months;
   The Extract must show that the person who signed the ESPD is authorised to do so. In some cases, it is necessary to provide several Extracts to prove this. If the signatory is not

[2] *On the basis of recent case law of the Court of Justice (CJEU 10 November 2022 (C-631/21)),*

[3] *On the basis of recent case law, see ECLI:NL:PHR:2024:667, Public Prosecutor's Office at the Supreme Court, 21 June 2024*

registered as authorised to represent the signatory, a written power of attorney or a power of attorney must be submitted to demonstrate the authority.

3. Statement of payment behaviour of compliance with tax obligations of the Tax and Customs Administration that is not older than 6 months at the time of submission of the registration.

   If you do not yet have one, remember that the application procedure has a long lead time!

It concerns the supporting documents as referred to in Article 2.89 of the Public Procurement Act 2012.

Foreign companies must submit an equivalent form from the country where the registrant is established (for similar documents see: e-Certs (https://ec.europa.eu/)). If a similar document is missing, it can be replaced by a sworn statement or by a solemn declaration. The foreign company shall make this declaration before a competent judicial or administrative authority, a notary public or a competent professional body of that country.

4.4 Russia sanctions package

With the fifth EU sanctions package of Friday, April 8, 2022, the member states agreed that it is prohibited for contracting authorities and special sector companies to award new contracts to Russian parties based in the Russian Federation, including subsidiaries based in the European Union that are controlled or directed by these parties. As a result, ProRail has decided to require Tenderers to provide an additional Own Declaration of Sanctions Package to Russia, with regard to the prohibition on awarding public contracts to Russian parties. The (mandatory) model Self-Declaration Sanctions Package Russia can be found as Appendix 7 to the Tender Guidelines.

Supporting documents for Requirement 3 in TenderNed (directly upon registration):

- Appendix 7 - Own Declaration Sanctions Package Russia must be submitted by the Tenderer and any consortiums. If subcontractors are used, the Tenderer and any consortiums must declare this on behalf of the subcontractors engaged by them.

4.4.1 Invalidity

If it follows from (one of) the Russia Self-Declaration(s) Sanctions Package that ProRail is prohibited from awarding the contract to the relevant Tenderer(s) on the basis of Regulation EU/833/2014, which has been amended by Regulation EU/2022/576, the relevant Tenderer(s) will be excluded from further participation in this tendering procedure. If (one of) the Sanctions Package of Russia – even after the implementation of the 6.2 procedure – is not (fully) provided, ProRail may declare the tender invalid.

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4.5 Eligibility Requirements

Requirement 4: Technical and organizational ability, experience in development and delivery
The Candidate has demonstrable experience in developing and supplying a system for digital route guidance for people with a visual impairment on the Android and IOS platforms (the last 3 versions of Android and IOS).

The Candidate demonstrates this by means of one or more reference project(s).

Supporting document for claim 4 in TenderNed (directly upon registration):

- Verifiable reference(s) in accordance with Appendix 6, incl. Satisfaction statement primary client.

Requirement 5: Technical and organizational competence, experience in maintenance and management
The Candidate has demonstrable experience in the maintenance and management of a system for digital route guidance (managing, maintaining, keeping live and having a helpdesk for accepting and processing customer questions) on the Android and IOS platforms.

The Candidate demonstrates this by means of one or more reference project(s).

Supporting document for claim 5 in TenderNed (directly upon registration):

- Verifiable reference(s) in accordance with Appendix 6, incl. Satisfaction statement primary client.

4.5.1 Requirements for each reference

The assignment to which the reference relates:

1. is an ongoing or completed assignment with a minimum elapsed term of three (3) months at the time of receipt of Registration.
2. was completed no more than 3 (three) years ago at the time of receipt of the Registration.
3. has a minimum financial size of €50,000 with regard to the scope of this request.

Each reference, in accordance with Appendix 6, must be signed by the primary client or accompanied by a (separate) statement issued by the primary client itself that proves that the assignment has been or is being carried out properly with regard to the desired result. ProRail can contact the sponsor (without the intervention of the tenderer) to verify the reference provided.

If a Tenderer/Combination relies (partly) on the technical competence of a Third Party for the assessment of the technical competence (references), it must be made clear in the references submitted which part of the Assignment has been carried out by the Tenderer/Tender Group and which part by the relevant Third Party(ies). For each reference, it must be clearly indicated by which organization the reference assignment has been carried out.
Primary client is understood to mean the first client in the chain. If the assignment in question has been carried out as a subcontractor, a statement from the primary client to the subcontractor will suffice as proof. Only the statement from a main contractor to a subcontractor, or only the statement from the primary client to the main contractor does not suffice as evidence. A combination of these two statements is accepted as evidence.

Example: In the case of contracting work, the main contractor is not the primary client; The principal contractor's client is the primary client.

NB: For each reference, the tenderer must indicate the suitability requirement for which the references in question are submitted.

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5 Requirements and criteria for the contract

5.1 General description and purpose

ProRail will assess your tender for the contract in question on the basis of the award criterion. The aim is to arrive at a ranking of all registrations made.

The Agreement (Article 12) includes a provision on how the performance and quality levels offered will be dealt with after the award.

5.2 Requirements

5.2.1 Registration requirements

Parties must meet the registration requirements when registering.

Registration requirement 1: Agreement

The tenderer agrees to the conditions set out in the Agreement that is added as appendix 8 to this guideline, including the amendments to the Information Notes.

Please note: after the award, you will no longer have the opportunity to negotiate the provisions of the Agreement!

Supporting documents:

- By registering you declare that you meet this requirement.

Enrolment requirement 2: Demand specification

In order to be eligible for further award, the tenderer must meet all the requested minimum requirements as specified in Annex 3 – Demand specification 'Digital route guidance at stations for passengers with a visual impairment' without any form of reservation.

In the event of a registration requirement, the tenderer must meet this requirement on the date of registration. An execution requirement is a requirement that must be met during the performance of the Agreement. This is specified in more detail per requirement in Annex 3 - Demand specification 'Digital route guidance at stations for passengers with a visual impairment'.

Supporting documents:

- By registering you declare that you meet this requirement.

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5.2.2 Implementation requirements

During the execution of the Agreement, the tenderer must meet the performance requirements.

Performance requirement 3: Language

The executive and managerial staff to be deployed by the tenderer must have a command of the Dutch and/or English language in word and writing. The Dutch language is preferred, but English language is also allowed. The employees of the Registrant have Dutch and/or English language proficiency at B2 level on the basis of the Common European Framework of Reference (CEFR).

Documentation provided specifically for this Agreement must be in the Dutch language; the other documentation is in the Dutch and/or English language.

Supporting documents:

- By registering you declare that you meet this requirement.

Implementation requirement 4: Hosting

All data must be hosted within the EEA[4] (European Economic Area) (data may not leave these countries) and comply with the WBNI (Network and Information Systems Security Act). This means that Data Centres, websites, services and database systems with all information stored on them that the Tenderer uses for the requested services must be physically located within the EER4 during the contract period.

If the data is accessible and/or processed from a location outside the EER4, this may only be done from a secure workstation where local storage is not possible, and a secure connection and multi-factor authentication is used. The dates may not leave EEA 4.

Supporting documents:

- By registering you declare that you meet this requirement.

Implementation requirement 5: Information security policy

The Tenderer meets the conditions in the Information Security Policy as described in Annex 3.3 Digital Navigation - Cybersecurity Requirements

Supporting documents:

- By registering you declare that you meet this requirement.

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[4] *incl. Switzerland and the United Kingdom*

5.3 Award criterion

The award criterion is the most economically advantageous tender based on the best price-quality ratio.

The best price-quality ratio is determined as follows:

Registration fee	: € ……		(incl. options)
CO2 ambition level	: € ……	-/-	(max. 5% registration fee)
Fictitious quality discount	: € ……	-/-	(max. € 5,400,000)

Evaluation price:	: € ……...		

Subgunningscriteria	Maximum quality value	Explanation
Registration fee		Total amount based on fixed prices per service based on an estimated decrease in the Offer Budget.
CO2 ambition	0 to 5%	Fictitious quality discount based on the specified score of the CO2 (ambition) level.
Quality criterion: Architectural design	€ 400.000.-	Fictitious quality discount based on score on the qualitative award criterion.
Quality criterion: Implementation plan	€ 700.000.-	Fictitious quality discount based on score on the qualitative award criterion.
Quality criterion: Performance criteria	€ 550.000.-	Fictitious quality discount based on score on the qualitative award criterion.
Quality criterion: User test	A. € 1,000,000 B. € 1,650,000 C. € 550,000 D. € 550,000	Fictitious quality discount based on score on the qualitative award criterion User Tests: A: Entrance & Orientation; B: Navigation to Target; C: Interaction with the Environment; D: Return or alternative route.

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5.3.1 Sub-award criterion 1 - Tender price

The tender price shall be calculated using 'Annex 5.1 – Pricing Schedule'.

The total tender price shall comprise the sum of the following components:
The tender price consists of:
A. Fixed base price per station classification;
B. Fixed base price for the SaaS service;
C. Integrated hourly rate for Consultancy Services.

We start from the 54 largest stations where toilets are present in list "Contouren_Stations_Oppervlaktes", where we roll out from large to small:

- Stations Hal
- Tunnel
- Crossbeam
- Stairs
- Waiting room
- Platform outside canopy
- Platform under canopy ○ Total 1,512,488 m2

See the 'Explanatory notes' tab in Annex 5.1 – 'Offer budget' for further conditions regarding the rates to be offered and registration price.

Documents to be submitted (for award criterion Price, directly at the time of tender)

- Fully completed and legally signed registration form in accordance with Annex 5.
- Fully completed tender budget in accordance with the format in Annex 5.1 (in Excel and PDF format).

5.3.2 Sub-award criterion 2 – CO2 ambition level

ProRail's ambition is to reduce CO2 emissions. This is only possible through and with the active commitment of contractors. ProRail has chosen to use a framework in which contractors who give substance to this CO2 ambition during implementation receive an advantage when awarding the contract. If the tenderer chooses to contribute to ProRail's CO2 ambition, the tenderer can choose from five CO2 ambition levels on the tender form. Each CO2 ambition level is accompanied by a fixed percentage or amount of fictitious reduction in the registration fee. The higher the tenderer's offered CO2 ambition level, the higher the notional reduction in the tender price. If the tenderer does not make a choice on the tender form, the tenderer will be deemed to have submitted a tender without a CO2 ambition level. In that case, no notional reduction of the registration fee will take place.

The chosen CO2 ambition level must be implemented no later than the date on which the contract is awarded. During the term of the Agreement, the Contractor must demonstrate annually that at least the offered CO2 ambition level has been met during the performance of the Agreement. If the term of the Agreement is shorter than one year, the Contractor must demonstrate upon delivery that at least the offered CO2 ambition level has been met. The first moment at which this will be tested is 12 months after the assignment has been awarded.

When tendering, the tenderer must already indicate on the tender form how it will demonstrate during the implementation that it meets the CO2 ambition level it has chosen and all underlying levels. This can be done in two ways:

- By submitting a CO2-aware certificate that matches the CO2 ambition level offered. If the offer has been made in collaboration with other parties (combination formation or recourse to a third party), each party must submit a CO2-aware certificate that is valid at that time that matches the CO2 ambition level offered. In the case of a tender with nominated[5] subcontractor(s), the calculation of the evaluation price is based on the CO2-aware certificate with the lowest rung on the ladder. By providing project-specific evidence showing that the assignment has been carried out in accordance with the criteria as stated, the CO2 ambition levels of the MEAT criterion CO2 Performance Ladder have been included. Manual CO2 Performance Ladder version 3.1 and

[5] *Nominated subcontractor means: the entrepreneur whose financial capacity is invoked.*

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these two documents are leading with regard to the interpretation of the terms in the following tables.

- By providing project-specific evidence showing that the contract has been carried out in accordance with the criteria set out in the tables in Annex 11. The terms used in the application of the CO2 Performance Ladder award criterion are explained in the CO2 Performance Ladder Manual version 3.1 and the Procurement Guide version 3.1 of the Foundation for Climate-Friendly Procurement & Entrepreneurship. These two documents are leading with regard to the interpretation of the concepts from the tables in Annex 11.

The method of demonstration chosen at the time of registration applies for the entire term of the Agreement.

In the second method (providing project-specific supporting documents), the tenderer must already indicate on the tender form which certification body (CB) will carry out the assessment, and the following conditions apply during the implementation:

- Supporting documents consist of a project file and a statement from the said CB that the offered level of ambition is met, including all underlying levels; and
- The level of ambition offered must be secured in the management or quality system of the project used by the contractor; and
- On the basis of the project file and assurance in the management or quality system of the project, the contractor has the designated CB test whether the offered level of ambition is met; and
- The contractor demonstrates that the CB is accredited for certification at the level of the ladder certificate that corresponds to the level of ambition offered and that the person carrying out the assessment on behalf of the CB has demonstrable experience with certifications of companies at the level of the ladder certificate that corresponds to the level of ambition offered; and
- The assessment by the CB takes place within one year after the assignment has been awarded and annually thereafter, during the implementation of the project; and

If the contractor has a CO2-aware certificate at a lower level of ambition, the contractor may ease the burden of proof partly on information from the management system associated with the CO2-aware certificate, but the proof must be explicitly provided entirely project-specific for the level of ambition offered, including all underlying levels (mixed evidence is not possible).

The five ambition levels that can be applied for are included in the CO2 Performance Ladder 3.1 manual (see: https://www.co2-prestatieladder.nl/app/uploads/2024/12/CO2-Prestatieladder-Handboek-3.1.pdf).

Documents to be submitted for the award criterion CO2 ambition (directly at the time of registration)

1. Fully completed and legally signed registration form in accordance with Annex 5 of this guideline (to be submitted immediately upon registration).
2. CO2-Aware certificate(s) (if available).

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Assessment

This quality value is calculated in accordance with the following methodology.

CO2 ambition level:	*Leads to a notional reduction of the tender price of:*
None:	0%
Level 1:	1%
Level 2:	2%
Level 3:	3%
Level 4:	4%
Level 5:	5%

5.3.2.1 Transitional arrangement for the CO2 Performance Ladder Manual 4.0

On 14 January 2025, the SKAO, as manager of the CO2 Performance Ladder, published the CO2 Performance Ladder Handbook 4.0 (hereinafter: the version 4.0 Handbook). To facilitate the transition to this new handbook, the SKAO has also published a transitional arrangement.

In accordance with this transitional arrangement, ProRail has thus taken the award criterion CO2 performance ladder based on Handbook version 3.1 (hereinafter: Handbook version 3.1) as the starting point for this tender.

As soon as a contractor is certified in accordance with the version 4.0 manual and wishes to use the certificate based on the version 4.0 manual as proof when tendering for this tender, or if the contractor wishes to use a certificate in accordance with the version 4.0 manual as proof during the execution of this contract, the following applies:

- A certificate based on CO2 Performance Ladder 4.0 step 1 is accepted as proof of CO2 ambition level 1, 2, or 3 of the award criterion CO2 Performance Ladder 3.1.
- A certificate based on CO2 performance level 4.0 step 2 or 3 is accepted as proof of CO2 ambition level 4 or 5 of the award criterion CO2 performance ladder 3.1.[6]

If, with regard to the CO2 Performance Ladder, the CO2 Performance Ladder has been offered on the basis of an ambition level under Manual version 3.1 and that Manual is replaced by Manual version 4.0 or a successor thereto during the term of the Agreement, the Contractor must - as soon as the last certificate on the basis of Manual version 3.1 has expired - demonstrate the chosen level of ambition at an at least equivalent level on the basis of the replacement Manual of SKAO.

Information on future changes will be published at:

https://www.prorail.nl/samenwerken/leveranciers/regelingen/co2-prestatieladder.

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[6] *If the tenderer wishes to submit a tender immediately with a CO2 awareness certificate or project statement based on the version 4.0 manual, the tenderer must indicate this on the registration form (Annex 5). In the case of registration with step 1 of the version 4.0 manual, ambition level 3 under the version 3.1 manual must be chosen on the registration form and in the case of registration with steps 2 and 3 of the version 4.0 manual, ambition level 5 under the version 3.1 manual must be chosen on the registration form.*

5.3.3 Sub-award criterion 3 – ICT architecture design

ProRail asks the tenderers to describe in a single Plan of Action how the tenderer will provide:

- ICT Architecture Design on the basis of which the supplier draws up an architectural design. In which in any case. the following topics are explained:
    a. Architecture plate on a logical and technical level.
    b. Overview of all components.
    c. Interfaces/API's
    d. Relationships between components.
    e. Standard products and custom components used.
    f. Delineation of responsibilities.

Documents to be submitted (for the award criterion Plan of Action, directly at the time of tender)

- ICT Architecture Design.

The document may consist of a maximum of 6 pages of A4 (Arial font 10 points, line spacing 1.0) (incl. appendices excl. cover page). If the prescribed maximum number of pages is exceeded, this will not result in the invalidity of the Application, but the evaluation team will not take into account the excess pages in the assessment.

5.3.4 Sub-award criterion 4 – Implementation plan

- Implementation plan; plan for coordination with client and user groups. The implementation plan should be submitted in any case the following topics:
    a. Project phases and milestones
    b. The chosen implementation method.
    c. The phasing of the implementation.
    d. The rationale behind the chosen approach.
    e. The dependencies and preconditions.
    f. Quality Assurance and Testing Strategy
    g. Risk management
    h. Meeting structure and escalation lines

The approach of tenderers is assessed on how it contributes to achieving this objective.

Documents to be submitted (for the award criterion Plan of Action, directly at the time of tender)

- Implementation plan.

The document may consist of a maximum of 8 pages of A4 (Arial font 10 points, line spacing 1.0) (incl. attachments excl. cover page). If the prescribed maximum number of pages is exceeded, this will not result in the invalidity of the Application, but the evaluation team will not take into account the excess pages in the assessment.

5.3.5 Sub-award criterion 5 – Performance criteria

The Program of Requirements sets requirements that the navigation app must meet. Minimum requirements (Must have) have been described that the registrant's navigation app must meet. Failure to meet the Must-have requirements in the Schedule of Requirements means that the tender will be set aside and the tenderer cannot be considered for the assignment.

Tenderer can earn a discount by offering more than the minimum requirements. These are the Should and Could have requirements. These requirements are further elaborated in the Performance Criteria.

Documents to be submitted (for award criterion Performance criteria digital, directly at the time of tender)

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- Completed Performance Criteria in accordance with Annex 3.2

Step 1_Preselection

To avoid tenderers with no realistic prospect of being awarded the contract incurring unnecessary time and expense in the demonstration phase/user test, a pre-selection process will be applied where more than four (4) valid tenders have been received.

Where four (4) or fewer valid tenders have been received, all tenderers will be invited to participate in the demonstration phase/user test.

Where more than four (4) valid tenders have been received, a preliminary evaluation will be carried out on the basis of Criteria 1 to 4 inclusive. Following this preliminary evaluation, a provisional MEAT (Most Economically Advantageous Tender) score will be calculated for each tender.

The four (4) tenderers achieving the highest provisional MEAT scores will subsequently be selected to participate in the demonstration phase/user test. During this phase, tenderers may obtain additional fictional discounts in accordance with the evaluation methodology set out in this procurement document.

Tenderers who are not selected to participate in the demonstration phase/user test will be notified in writing, with reasons provided for the decision.

Following the dispatch of this notification, a standstill period of seven (7) working days shall apply before the contracting authority proceeds with the procurement procedure.

Where four (4) or fewer valid tenders have been received, this selection stage shall not apply.

5.3.6 Sub-award criterion 6 – User test

It will be determined which location can be used as a demo environment.

The demo environment must contain at least an information point, toilet and exit.

User testing (part of the award methodology)

After the demonstration, ProRail will try out and assess a number of User Tests and Customer Journeys on a Demo Environment made available for this purpose by the tenderer. With the user tests, ProRail wants to assess the user-friendliness and assess the extent to which the functionalities offered meet the need.

During the assessment of the qualitative criteria and the user tests, the price information of the tenderer remains unknown to the members of the evaluation committee.

The user tests will be assessed by the Evaluation Committee on the basis of the customer journeys set out in this section.

For each customer journey, the assessment will be conducted against two equally weighted evaluation aspects:

- Functionality (50%)
- Usability (50%)

For each evaluation aspect, a score will be awarded in accordance with the scoring methodology described in Section 5.3.7. The final score for each customer journey will be determined by calculating the arithmetic mean of the scores awarded for Functionality and Usability.

The resulting final score will then be converted into the corresponding fictional quality discount. The total fictional quality discount for the sub-award criterion User Test will be determined by aggregating the fictional quality discounts achieved for the individual customer journeys.

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1. Functionality, including:

- extent to which the functionality offered meets the needs of the users (core functionalities are offered that are necessary for safe and efficient route guidance).
- adaptability of alternative input (speech, haptic feedback) and compatibility with
- tools such as screen readers.
- Integration of accessibility features such as voice-over, audio feedback and vibration signals.
- quality of built-in support and contextual tools.
- flexibility of the menus (error correction, abort, step back, etc.).

2. Usability, o.a.:

- efficiency of the user interface (Responsiveness; loading time, fewer clicks, readability, etc.).
- intuitiveness of the navigation and the interface.
- clarity / findability of functions.
- fault tolerance (clarity of error messages, recovery options, etc.).
- understandable language and accessibility.
- Meets WCAG 2.1 AA standards (contrast, alt text, assistive technology compatibility)

In the Registrant's demonstration and the subsequent User Tests, the following customer journeys will be completed, specifically aimed at the experience of blind and visually impaired users in a station environment:

During the user tests, the customer journeys set out below will be completed.

1. **Customer Journey 1 - Entrance & Orientation**

The user arrives at the station entrance and launches the navigation app. The app should support the following:

- Recognizing the location.
- Obtaining an overview of the environment.
- Finding the right route to the desired destination.

2. **Customer Journey 2 - Navigation to Doel**

The user navigates independently to a predetermined goal within the building, such as:

- A toilet.
- A ticket machine.
- A ticket and service point.

The app should provide clear, accessible and safe route instructions, taking into account obstacles, stairs, lifts, whether or not to use the guideline and other relevant elements.

3. **Customer Journey 3 - Interaction with Environment**

During the route, users can request information about:

- Nearby amenities.
- Obstacles or temporary changes to the route.
- Landmarks (such as artworks, counters, elevators).

The app must offer this information in an accessible way (speech, haptics, etc.).

4. **Customer Journey 4 - Return or alternative route**

The user chooses to return to the exit or follow an alternate route. The app must:

- Flexible handling of route changes.

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- Guiding the user safely again.
- Provide feedback on the route and any obstacles.

The application should provide a number of standard profiles that are customizable. These profiles can be used when someone uses the application non-visually, non-auditory, with increased contrast and size, or with a guide dog. During the usability tests, different users will therefore participate.

In conducting the user tests, account will be taken of the different user profiles within the target user population. The proposed solution shall provide adequate functionality and flexibility to accommodate the individual needs and preferences of users.

The user test described in this section forms part of the award procedure and shall be used exclusively for the evaluation of tenders.

The user test is distinct from the contractual pilot test to be performed following contract award in accordance with the Agreement. Consequently, the results of, or assessments made during the user test shall not give rise to any rights or expectations regarding acceptance of the final solution delivered under the Agreement.

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Contractual: Practical test

The awarded party must carry out a practical test. During the practical test, the supplier shows that its navigation app meets the demand specification, PoR and offered performance criteria (technical aspects/ProRail) and (2) the navigation app is assessed by the experiences of the user group (the Eye Association). The supplier will deliver a navigation app that meets the requirements within 10 months at the latest.

If the practical test is not passed within 10 months after the final award, the contract will be terminated and number 2 in the ranking will be given the opportunity to carry out the requested practical test. With number 2 in the ranking, a waiting room agreement is concluded for the duration of 1 year.

Please note: the practical test is not the same as the user test. The user test is part of the plan of action to include the user experience during the tender, while the practice test is carried out at the "first station" when the contract has been awarded. After successfully completing the practical test, the contractor will start implementing the navigation app at the stations.

5.3.7 Scoring methodology

The assessment of each qualitative sub-award criterion other than sub-award criteria 1 and 2 is carried out by the evaluation committee (at least 5 members consisting of representatives of the Eye Association, ProRail Accessibility and ProRail ICT). ProRail reserves the right to change the composition of the assessment committee in the event of force majeure/unforeseen circumstances (for example: illness/other employment).

All members individually assess the submitted registrations and fill in the score form for the determined sub-criterion. The score can vary per sub-criterion in range of -1; 0; 1; 3; 4; points. During the assessment of the quality criteria, the tenderer's price information remains unknown to the members of the evaluation committee. Items or services that are offered optionally and that are not part of the registration will not be taken into account. The individual assessments will be submitted to a plenary meeting of the assessment committee. The aim of these consultations is to arrive at a weighted average of the final assessment for each sub-award criterion. The final figure per sub-award criterion is used to calculate the best price-quality ratio.

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The score is awarded as follows:

Award criterion 3 – Plan of Action

The RADAR method of Significant is used as an assessment method. The basic principle of this method is that the Client describes in the Demand Specification what the purpose of the performance is and the Contractor indicates how it will implement the performance (how & who) and how it will manage/adjust it.

A maximum of 4 points can be earned.

This award criterion is assessed by at least 5 assessors from different positions, each of whom will give an assessment score (from Poor to Excellent) from their own perspective. The score is awarded as follows:

Score	Points
In general: 1. an approach should be SMART (Specific, Measurable, Achievable, Realistic (including manufacturability), Time-bound), in which a more SMART approach scores better. 2. an approach that is well-founded (provides good insight and is complete, correct and consistent) scores higher than an approach that is less well-founded. 3. concrete commitments in terms of performance (will deliver) including substantiation of how these promises will be fulfilled, score better than promises (can deliver). 4. demonstrability is important with regard to the realisation of the services offered, whereby better demonstrability (e.g. by reference to relevant previous successful application/projects) scores better. 5. an approach that is easily manageable and entails fewer risks for ProRail scores better. 6. Additional items or services offered are only taken into account if they offer clear added value, are relevant and priced.	
Excellent: The award criterion has been answered in a completely SMART way, is fully substantiated, convinced and also contains positive and innovative elements that are well applicable to the situation at ProRail. *(The answer indicates that there is in-depth and excellent knowledge of the subject matter; The answer is largely focused on practice, the organisation of the Contracting Authority and the (performance of the) assignment*	4
Good: The award criterion has been answered completely SMART, is well substantiated, the answer is in line with the objective and is relevant to ProRail. *(The answer has depth/testifies to knowledge and experience of the subject matter but is not excellent; the answer is focused on practice, the organisation of the Contracting Authority and the (execution of the) assignment. The interpretation of the question is well applicable during the execution of the contract).*	3
Sufficient: The award criterion has been sufficiently answered, but it is partially substantiated in parts (SMART could have been used) and/or is not convincing enough. *(The answer given has insufficient detail; The answer has limited depth / shows too little in-depth knowledge and experience; The answer is limited focused on practice, tendering service and/or the (execution of the) assignment.)*	1
Moderate: The question has only been partially answered. The elaboration is moderately SMART (not complete), not relevant and/or not convincing enough. *The answer given is insufficiently detailed; The answer has little depth/shows too little in-depth knowledge and experience; The answer is hardly focused on practice, tendering service and/or the (execution of the) assignment.)*	0
Bad: The question has not been answered. If an elaboration has been given, it does not sufficiently match the demand. *The answer given has hardly any detail; The answer has no depth/ shows a lack of knowledge and experience; The answer is not aimed at practice, the Contracting Authority and/or the (performance of the) contract.)*	-1

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Award criterion 4 – Performance criteria

For each criterion it is indicated how many points can be earned. A total of 320 points can be earned.

The total discount is calculated by:

Quality discount = Maximum discount * (Score achieved) / (320)

Award criterion 5 - User test

Each Customer Journeys will be assessed by a minimum of 5 reviewers, each of whom will give a rating score (from Poor to Excellent) from their own perspective for:

1) Functionality and

2) Usability.

For each customer journey, the Evaluation Committee may award a score between -1 and 4 points. The awarded score shall be translated into a percentage value ranging from -25% (Malus) to 100%, which shall then be converted into the corresponding fictional quality discount in accordance with the evaluation methodology.

The score is awarded as follows:

Score	Score	Points
In general: • additional functionalities offered are only taken into account if they offer clear added value, are relevant and are included in the price (Offer Budget).		
Excellent: Score 'Good' and also contains positive extra properties that are well applicable for use at ProRail.	100%	4
Good: All functionalities work well and fully meet expectations (offer added value compared to the current system and the functionalities are pleasant to use).	75%	3
Sufficient: All desired functionalities work and largely meet expectations (the use of some functions is experienced as less pleasant).	25%	1
Mediocre: All desired functionalities work, but the use partly does not meet expectations (functions offer no added value compared to the current system and/or the use is experienced as less pleasant).	0%	0
Bad: Only some of the desired functionalities are offered and/or some do not work properly and/or their use is experienced as a nuisance.	-25%	-1

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6 Assessment process

Below is an indication of the order of assessment of the tender. ProRail is entitled to deviate from this. After the registrations have been received and the safe in TenderNed has been opened, the following steps will be taken:

Step 1: Providing Tender Report

Step 2: Checking submitted documents and rectifying defects.

Step 3: Assessment

a. Quality criteria
b. Price
c. Request for clarification

Step 4: Determine ranking.

Step 5: Notification of the award decision

6.1 Step 1: Providing Tender Report

Contrary to Article 16(1) of the ARN2016, no Tender Report will be provided to the tenderers after the safe with tenders has been opened.

6.2 Step 2: Checking submitted documents and rectifying defects.

After registration, ProRail will check whether all required documents have been attached to the tender and whether those documents meet the set requirements. Partly on the basis of the outcome of the verification of the supporting documents, it is determined whether the registration is valid or not.

The ESPD and the registration form are checked for completeness and legally valid signature. A substantive assessment of the ESPD is also carried out on the basis of the regulations, grounds for exclusion and suitability requirements. See additional chapter 4.

In the event of a conflict between the certificate to be submitted for, for example, but not limited to, the CO2-aware Certificate, the actual score on the ladder at the time of registration will prevail above the specified level on the registration form.

The diagram below shows which defects are eligible for repair and which defects are not eligible for repair. Defects must be repaired within 48 hours (excluding weekends and national holidays) after ProRail's request to do so or within the period specified by ProRail in the request. If the defect has not been remedied by the answer, the tenderer will be offered a new period of 24 hours to fully comply with the repair request. If the defect has not been remedied by the answer after this second period, ProRail will declare the tender invalid.

With regard to defects that are not included in the schedule below, these defects may be rectified at the request of ProRail in accordance with Article 17 paragraph 1 ARN2016, provided that this rectification does not lead to a new tender being proposed in reality.

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Description of defect	Explanation
The ESPD is missing or was submitted too late	Not recoverable
The identity of the con/third party is not stated on the ESPD of the tenderer and the ESPD of the consort/third party has not been submitted	Not recoverable
Declaration of conduct for tendering is missing	Recoverable.
Statement from the Tax and Customs Administration is missing	Recoverable.
Extract from the commercial register is missing	Recoverable.
Power of attorney missing in case of extract from the trade register (signature defect)	Subject to recovery, provided that the date on the document is from before the deadline for registration.
Reference (form) regarding suitability requirement/core competence missing	Not recoverable
Reference (form) regarding suitability requirement/core competence does not meet	Not recoverable, unless it can be demonstrated by means of additional documents/statements that the reference meets the minimum aspects of the core competence and that no use is made of third parties that have not been mentioned before.
Reference (form) regarding suitability requirement/core competence incomplete	Subject to repair, unless a new/different reference, new client or a third party that has not been called upon before is called upon by means of additional documents/statements.
Combination agreement	Subject to recovery, provided that the date on the document is from before the deadline for registration.
Combination/subcontracting documents: Declaration of joint and several liability	Subject to recovery, provided that the date on the document is from before the deadline for registration.
Combination/subcontracting pieces: Explanation of division	Subject to recovery, provided that the date on the document is from before the deadline for registration.
Detailed budget is missing or inadequate	Subject to rectification, provided that the supplemented detailed budget is in line with the tender amount offered and the detailed budget submitted at the time of registration, no changes and/or other additions may also be included.

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6.3 Step 3: Assessment

a) Assessing quality criteria

The Evaluation Committee shall assess only anonymised quality submissions, insofar as this is reasonably practicable. The submitted documents will be assessed on the basis of the award criteria as stated in paragraph 5.3.

b) Review Price

The tender budget is assessed on the basis of the award criterion as stated in sections 5.3 and 5.3.1. During the assessment of the quality criteria, the tenderer's price information remains unknown to the members of the evaluation committee.

c) Request for clarification (VTO)

If ProRail finds any ambiguities in the tender, a request for clarification (VTO) can be sent to the tenderer. The tenderer must respond to this request satisfactorily and within the period set in the VTO.

6.4 Step 4: Determine ranking.

The ranking is determined on the basis of the award criteria as described in chapter 5.
If several tenderers end up in first place with the same evaluation price, it will first be determined which tenderer has the best score on G5: User Testing.
The tender that scores highest on G5: User Testing prevails over the other tender(s) and will be considered the most economically advantageous Tender.
If the scores are also the same on G5: User Tests, then it will be determined by drawing lots of which Tender is considered the most economically advantageous Tender.
The relevant registrants will be informed in due time that a lottery will take place and where, when and by whom the lottery will be held. They are authorised to be represented in person or by authorised representative.

6.5 Step 5: Notification of the award decision

After assessing the tenders, ProRail will announce the results by sending a proposed award decision. In accordance with Article 18 of ARN2016, objection and appeal are possible against this proposed award decision.

If no objection is made within the set period, ProRail can proceed with the final award. ProRail is not obliged to proceed with the (final) award. To clarify Article 2.3 of the ARN2016, if the last day of a period referred to in the ARN2016 falls on a Saturday or Sunday, the period in question shall be extended up to and including the first following day which is not a Saturday, Sunday, national holiday, holiday or other day off.

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7 After the tender

7.1 What to do next

If, after evaluation of the tenders, the contract can be awarded, ProRail will, if it wishes to proceed with the award, complete the Agreement on the basis of the winning tender and provide it to the winning tenderer. In consultation with the contact person of this tender, an appointment will be made for the signing of the Agreement.

7.2 Post-contractual matters

After the agreement has been awarded to the winning party, there is no more room to negotiate the terms.

However, there are still a number of activities that must be completed as part of the tender before the work can finally start.

This concerns the following matters:

1. Final Implementation Plan
2. Exit plan.
3. Privacy- and security documents

The Contractor will draw up the above-mentioned documents in consultation with ProRail and have them approved by ProRail. Documents that are added to the Agreement later (e.g. SLA) may not include agreements that are contrary to the provisions of the Agreement.

Prior to the start of the Digital route guidance at stations project, the parties will consult after the contract has been awarded to agree on a final plan of action including planning.

7.3 Evaluation

ProRail would like to learn from the experiences of participating parties in the context of a tendering procedure. That is why ProRail can approach these parties for an evaluation. With a view to further improving its tenders, ProRail hopes for everyone's cooperation. Of course, a Tenderer can also request an evaluation.

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8 Appendices to the tender guidelines

Annex - ESPD

In TenderNed

Annex 1 - Checklist of documents to be submitted.

Separately attached

Annex 2 - General information format

Separately included in editable format

Annex 3 - Format for individual enquiries

Separately included in editable format

Appendix 4 - Combination agreement

Separately included in editable format

Appendix 5 - Declaration of appeal to third parties

Separately included in editable format

Annex 6 - Reference form

Separately included in editable format

Annex 7 - Own declaration on Russia's sanctions package

Separately included in editable format

Annex 8 - Contract for services - Digital route guidance at stations

Separately attached

Appendix 8.1 - Waiting Room Agreement (DRAFT) Waiting Room Agreement Digital Route Guidance at Stations

Separately attached

Annex 10 - ICT glossary for European tenders

Separately attached

Appendix 11 – Tables CO2 - Performance ladder

Separately attached

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Annex 2 - ARBIT 2022

Separately attached

Annex 3 - Demand specification 'Digital route guidance at stations for passengers with a visual impairment'

Annex 3.1 Digital navigation - Schedule of Requirements

Annex 3.2 Digital navigation – Performance criteria

Annex 3.3 Digital navigation - Cybersecurity requirements

Annex 3.4 Digital navigation - Guidance on delivery requirements for dimension quality, panoramic photo and LiDAR v1

Annex 3.5 Digital navigation - Station class and scope

Separately attached

Annex 5 - Registration form Digital route guidance.

Separately included in editable format

Annex 5.1 - Tender budget Digital route guidance

Separately included in editable format

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