



Tendering guidelines

according to the open procedure in accordance with the Public Procurement Act 2012, as amended on 1 July 2016, and the Utility Industry Procurement Regulations 2016 for

EBS VEHICLE

SUBPROJECT AVMS

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GLOSSARY

Supplementary to the terms and definitions in Part I, Article 1 of the Utility Industry Procurement Regulations 2016 (ARN²⁰¹⁶), the following definitions apply in these tendering guidelines:

• ARN ²⁰¹⁶	:	the Utility Industry Procurement Regulations 2016, version 1.0, adopted on 1 July 2016.
• Certificate of Conduct for Procurement (GVA)	:	the statement as meant in Article 4.1 of the Public Procurement Act.
• Consortium	:	Partnership of Entrepreneurs who jointly submitted a Tender or who intended to submit a Tender jointly, depending on the context.
• Contract	:	The realisation of AVMS Software for GVB. From the Programme of Requirements until the release to production.
• Contractor	:	the Tenderer with whom GVB concludes a Framework Agreement for the performance of the contract.
• Entrepreneur	:	An entrepreneur within the meaning of Section 1.1 of the Public Procurement Act.
• ESPD	:	European Single Procurement Document (ESPD), the tenderer's statement as referred to in paragraph 2.84 of the Public Procurement Act.
• Negometrix	::	the procurement tool for electronic procurement, as meant in Article 4.13 of the Public Procurement Act.
• Public Procurement Act	:	the Public Procurement Act 2012, amended on 1 July 2016, implementing Directives 2014/23/EU, 2014/24/EU and 2014/25/EU.
• SLA	:	Service Level Agreement. Part of the Framework Agreement that relates to the service, management and maintenance activities and the related performance levels.
• Summary of additional information and changes	:	Further information for clarification purposes and/or supplement to the tendering guidelines and related tender documents. The Summary of additional information and changes is provided by means of the publication of questions asked and the answers provided in the "Question & Answer" module in Negometrix.
• Tender	:	The offer to perform the contract that was submitted in the manner prescribed in these tendering guidelines.
• Tenderer:	:	An entrepreneur (natural person or legal entity) or consortium of entrepreneurs who have submitted a Tender for the award procedure, or who intend to submit a Tender, depending on the context.

1 General

1.1 Introduction

The Operation Management System (in Dutch: Exploitatie Management Systeem, EBS) is both a central and a local vehicle application with various functionalities for the purpose of the exploitation of the Bus and Tram transport modalities. The EBS supports daily exploitation and is also used as a data source for sales systems, traveller information and management reports (concession) for the Amsterdam Transport Region.

The EBS is currently being renewed. A programme organisation has been set up for this purpose. This document constitutes the tendering guidelines for the tendering of one subproject within the EBS Vehicle (part of the EBS Renewal programme) project: EBS (AVMS); (AVMS=Automatic Vehicle Monitoring System), as announced on TenderNed.

This tender is subject to the ARN²⁰¹⁶ version 1.0 of 1 July 2016, unless clearly stated otherwise in these tendering guidelines. The ARN²⁰¹⁶ has been included as Appendix 3 in these tendering guidelines. Careful study of the ARN²⁰¹⁶ is recommended, and should be read in conjunction with these tendering guidelines. For this tender, GVB is following an open procedure with negotiations, in accordance with parts 1, 2, and 4 of the ARN2016.

These tendering guidelines describe how undertakings can submit tenders and how the Tenders that are submitted will be assessed in order to award the contract.

The tendering guidelines consist of the following chapters:

Chapter 1 (“General”) contains, among other things, a description of GVB and states the appendices that form an integral part of the tendering guidelines and which procurement tool GVB uses for this tender.

Chapter 2 (“Contract”) contains a description of the objectives, nature and scope of the contract that GVB wishes to put out to tender, and of the agreement that will follow on from it.

Chapter 3 (“Tender Procedure”) contains a description of the tender procedure, from the publication of the announcement of this tender up to and including the award of the contract, including all the applicable terms and conditions.

Chapter 4 (“Selection: grounds for exclusion and minimum requirements”) contains a summary of the grounds for exclusion and the minimum requirements, and describes how the Tenderers are assessed.

Chapter 5 (“Award: requirements and assessment criteria”) contains a summary of the award requirements and the assessment criteria, and describes how the Tenders will be assessed.



1.2 Special sector company

The special-sector company in this tender procedure is GVB Activa B.V. (also referred to as: “GVB”). GVB carries out public transport and ferry services in and around Amsterdam. The responsibilities of the organisation include managing and servicing the (rolling and sailing) stock, managing and servicing the rail infrastructure, and ensuring that the public can use its transport facilities safely and securely.

All our company activities focus on ensuring that our passengers benefit from reliable public transport facilities and feel comfortable, well informed, and appreciated. The GVB transports more than three-quarters of a million passengers each day and expects this number to increase to one million. This increase is expected to be driven by the launch of the North-South line, increased tourism and urban growth. Together with the Municipality of Amsterdam and the Amsterdam Transport Region, the GVB is making a great many preparations to accommodate this growth.

The GVB works on a 24/7 basis, contributes to the distinctive look and feel of Amsterdam, and with over 3500 FTEs is one of the biggest employers in the city. The company has a rich history and has long been an inextricable part of the city.

1.3 GVB Activa BV

GVB Activa BV forms an integral part of GVB Holding NV and owns strategic operating assets, including the vehicles, workshops and public transport chip card system.

1.4 Responsible and sustainable

GVB takes its social responsibility and contributes to the improvement of the quality of life and strengthening of the economy and social resilience of the city of which it has formed an inextricable part for more than 140 years.

Public transport is more sustainable than road traffic even if road traffic is becoming ever cleaner. All electricity that is used by GVB vehicles is green. GVB does not do this exclusively for the environmental impact caused by CO2 emissions; the direct living environment must be protected as well. All movements by our vehicles cause a certain degree of nuisance, GVB wishes to reduce this to a minimum and takes account of as many aspects as possible, such as air quality, noise nuisance, vibrations and the use of groundwater.



1.5 Appendices

The following appendices form part of these tendering guidelines. These documents can be downloaded from Negometrix.

Appendix 1	ESPD (model)	Tendering Guidelines Paragraph 3.5.3
Appendix 2	Statement of Reference Contract(s) (model)	Tendering guidelines Paragraphs 0, 4.2.2
Appendix 3	Utility Industry Tendering Regulations 2016 (ARN ²⁰¹⁶)	Tendering guidelines paragraph 1.1
Appendix 4	Programme of Requirements	Tendering guidelines paragraph 5.1
Appendix 5	Price sheet	Tendering guidelines paragraph 5.2.2
Appendix 6	Draft Framework Agreement	Tendering guidelines paragraph 0
Appendix 7	GVB General Purchase Conditions	Tendering guidelines paragraph 0
Appendix 8	GVB General Terms and Conditions, 21 May 2014	Tendering guidelines paragraph 0
Appendix 9	Statement of financial viability and continuity of operations	Tendering Guidelines Paragraph 4.2.1
Appendix 10	Parent company guarantee statement (model)	Tendering Guidelines Paragraph 4.2.1
Appendix 11	Certificate of Conformity PoR	Tendering guidelines paragraph 5.1
Appendix 12	Tender - Assesment Matrix - lineair method	

1.6 Negometrix

The tender will take place entirely electronically, and the Negometrix procurement tool will be used (www.negometrix.com). All communications and exchanges of information between GVB and the Tenderers in the context of the tender shall take place via this procurement tool.

Any questions about Negometrix should be directed to the Negometrix service desk. The service desk is available on working days between 08.00 and 18.00; the telephone number is +31 (0)30 666 18 10 and the e-mail address is servicedesk@negometrix.com.



2 Contract

2.1 Objective GVB with respect to the Contract

The GVB Exploitation Management System (EBS) performs a crucial role in offering high-quality public transport by bus and tram in Amsterdam. The system serves primarily to assist directors in implementing the timetable, informing travellers using the transport, to enable the traffic controllers to function properly and as a source system to provide travellers with accurate information via various media channels.

The current version of the EBS dates from the period 2001-2005 and is considered to be 'end of life'. The number of bottlenecks in the current system, and new technological developments since 2005 and the purchase of new trams and the (expected) reports to the Transport Region mean that replacement of the EBS has become necessary.

A programme entitled 'EBS Renewal' was established for the purpose of the replacement of the EBS. The purpose of the EBS Renewal programme is "Guaranteeing the continuity of the EBS System for the first 10 years after delivery". The programme consists of two projects: EBS Central (upgrade existing EBS) and EBS Vehicle (replacement existing EBS and realisation GIVA Platform).

1. The focus of the EBS Central project is on upgrade, unbundling and utilising the existing functionality with current supplier PSI, and for this purpose delivering better and more current data for travel information.
2. The EBS Vehicle project focuses on unbundling under the GIVA architecture the RIS (Traveller Information System) computer, replacement of the RIS computer with a generic computer and software, separation of vehicle and information domain and realisation of new EBS software.

The intended result of the EBS Renewal project is to realise a new EBS system both in the back office and in the vehicle, which system complies with the business and architecture objectives (better management of the operation, higher quality exploitation and the travel information following from it, higher availability of vehicles, under the GIVA architecture) and whose TCO will not increase.

The supplier delivers EBS software for the vehicle in project line 4, in accordance with the ITxPT standard, and configures these for the specific GVB situation.

This European tender procedure should lead to a contract with a supplier to realise and maintain this EBS vehicle application (AVMS) on time and against controllable costs.

2.2 Objective of the tender

the EBS Vehicle project focuses on the new exploitation management system for buses and trams. The result of the EBS Vehicle project, delivery of 2018/2019, is the realisation of:

- New EBS Software in accordance with inter alia the European standard (ITxPT)
- The Phasing out of RIS (separation of the vehicle and information domain)
- Removal of the old Hardware Components: the RIS, the Datcom and the BC2100 unit.

The EBS Vehicle project is divided into five project lines in order to realise the results for the EBS Vehicle project within the EBS programme more effectively and also because it falls within the various IT disciplines.

The five project lines of the EBS Vehicle project are:

1. GIVA Hardware (Infra)
2. GIVA Basic Platform
3. GIVA Expansion Services
4. EBS vehicle application (AVMS) (subject of this tender procedure)
5. MVB Gateway (Phasing out)

Work towards releases will be carried out in 2018 and 2019 from the project lines. The releases are shown in the list below. Project Line 1 (hardware) is a precondition and realises the hardware basic infrastructure on which the GIVA Platform and functionalities such as EBS are installed. The object of this tender procedure is to award a contract for EBS 0.1 and EBS 1.0 (the yellow blocks). This tender procedure also focuses on the management, maintenance and subsequent further development of EBS.

GIVA 1.5 and GIVA 2.0 are delivered by another supplier (current tender procedure).

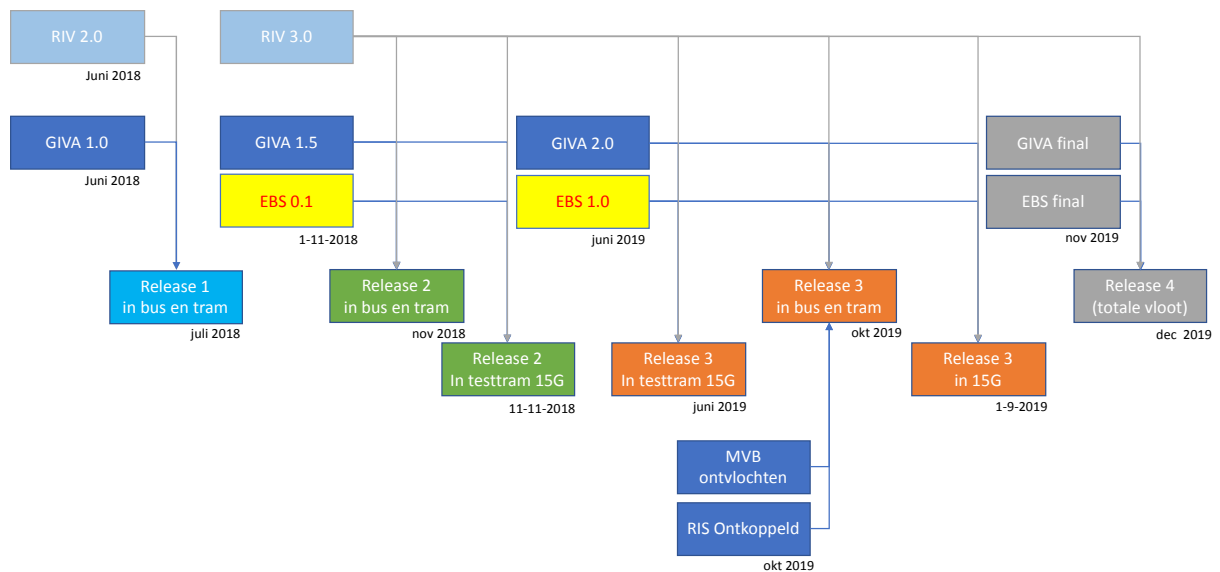


Figure 1 High level product breakdown



2.3 Procurement for the subprojects

Project Lines 1,2 and 3 were already put out to tender and/or delivered in part.

The hardware (Infra) for the purpose of GIVA was awarded to JKS for a period of five years in November 2016 and the GIVA Basic Platform is currently being built/developed by Ximedes. GIVA Expansion Services was published recently.

For project line 4: This tender procedure was initiated for the EBS vehicle application (AVMS). The EBS vehicle application is responsible for the creation and distribution of information with respect to the exploitation of the relevant vehicle.

It concerns contracting a supplier for the purpose of the realisation of the EBS Software that consists of the AVMS service. It provides services to other services (such as stop information) and works seamlessly with the GIVA platform that was developed. This vehicle software will also work seamlessly with the 4 other subprojects and the hardware selected in the vehicles. A further elaboration of the products to be delivered is included in the Programme of Requirements.

Project Line 5, MVB Gateway (RIS Phasing Out) is currently being assessed further together with the Technical Workshops for busses and trams (Garagebedrijf BUS and Railmaterieel) or the best approach. This will show by the middle of 2018 what the best option is for placing this project line (in parts) in the market.

This tender procedure concerns the selection of a supplier for the realisation of project line 4: EBS vehicle application (AVMS)

2.4 Scope of the contract in connection with other project lines

This tender procedure concerns the contracting of a software supplier for the realisation of the EBS vehicle application in accordance with European standard EN13149, ITxPT and VDV301 in project line 4: EBS vehicle application (AVMS)

Work is carried out on the development of the GIVA platform prior to and partly simultaneously with the development of this EBS vehicle application.

The EBS vehicle application is responsible for the creation and distribution of information with respect to the exploitation of the relevant vehicle. Exploitation refers to the performance of a car service consisting of rides.

Users of this information are both other vehicle systems as well as various back office systems.

The information with respect to exploitation that is delivered by the EBS vehicle application is standardised and based on ITxPT insofar as possible. The EBS vehicle application delivers the data in accordance with standardised services.

2.5 Scope of the contract

The basic functionalities of the EBS vehicle application (or AVMS) are:

1. Ride selection
2. Determination of follow-up ride
3. Determining placement of stops
4. Ride management central traffic control
5. Ride management driver
6. Logical position determination
7. Measured delay
8. Determination of expected arrival and departure time
9. Off-route determination
10. Reporting

The functionalities of the EBS vehicle application work seamlessly on the existing GIVA platform and with the EBS basic software Central (quayside).

The figure below shows the context of the application to be developed.

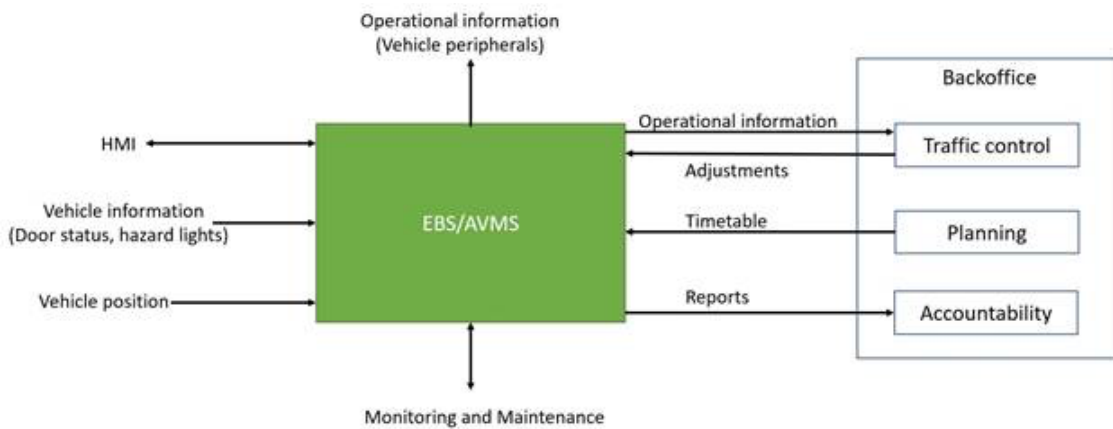


Figure 2 - EBS vehicle application context.



2.6 Technical aspects

The EBS vehicle application is linked to other applications in the vehicle and the back office by means of micro services (the GIVA platform). This means that data are distributed by means of a service-oriented architecture.

The micro services provided are responsible for the correct provision of information. In case of breakdowns (for example as a result of interruption of the connection between the vehicle and the back office), error handling will have to take place in these micro services. Dealing with a breakdown (by buffering and persisting of information received) must be carried out by the application that delivers the micro service.

This will allow the EBS system to function autonomously and the information required for autonomous functioning is available in the services provided.

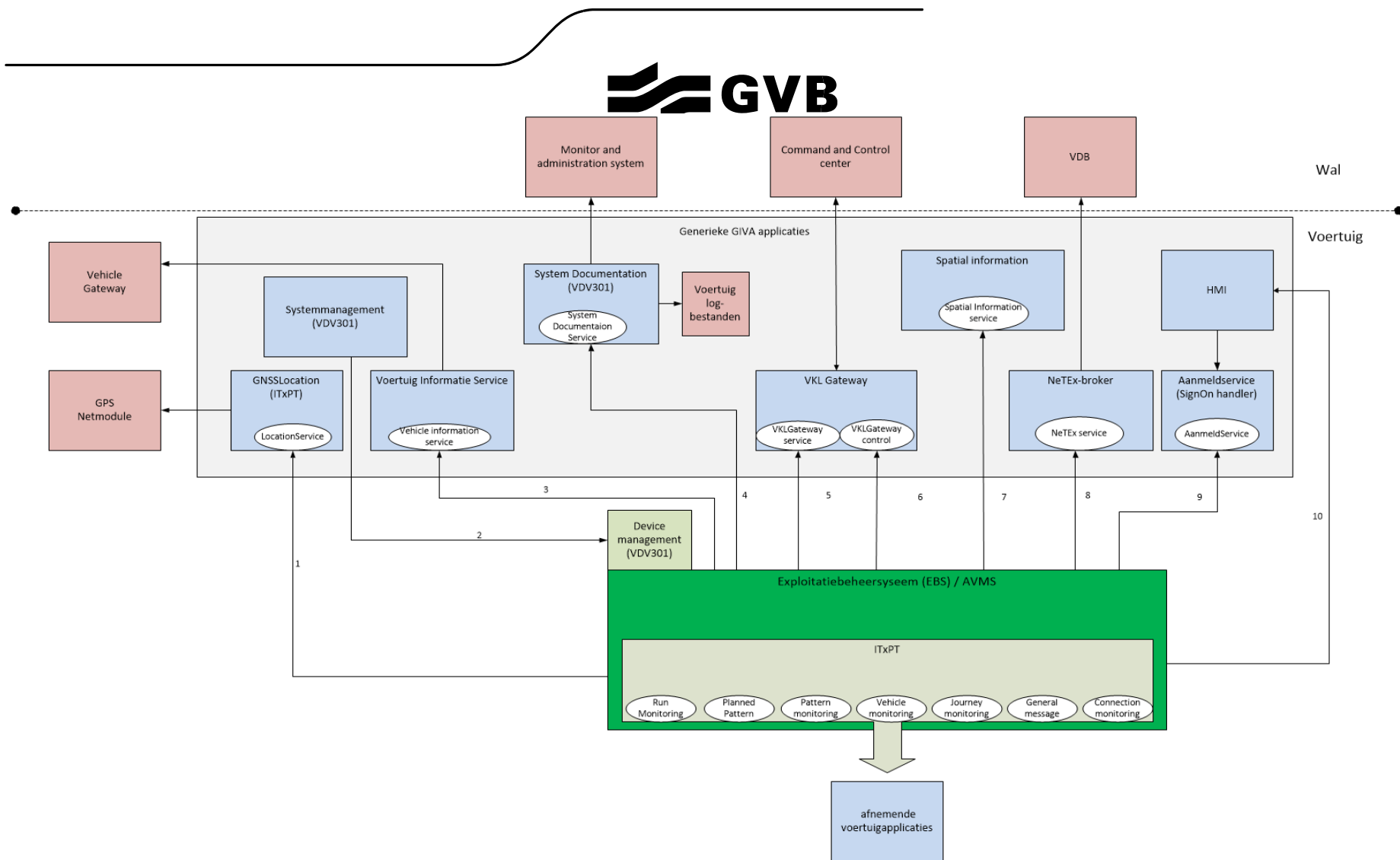


Figure 2 – Technical connection EBS Vehicle Application and GIVA applications

Relationship	Description
1	Current geographical location for the purpose of generating events
2	Management (starting/stopping/monitoring) AVMS/EBS application is used by System Management.
3	Vehicle information service used for retrieving vehicle information such as door status.
4	System documentation used for sending log reports for the purpose of chain monitoring.
5	VKL Gateway service is used to register for receiving reports and steering by central traffic control.
6	VKL Gateway service is used for sending reports and deviations to central traffic control.
7	Spatial information service is used for configuration in the area. (Such as the location of stop boxes)
8	NeTEx service is used for reading and requesting information from the timetable.
9	Signing in service is used to register the information received concerning the signing in by a driver.
10	The HMI is used by EBS/AVMS for showing the user interface.



2.7 Instruction

The supplier delivers the products under 4B, elaborates the interface management for products under 4C and concludes an SLA for product 4D from project line 4:

No.	Activity	Responsible for performance
4	EBS (AVMS)	
4A	Supplier selected following tender procedure	EBS Vehicle project manager
4A1	<i>Approved procurement plan</i>	<i>EBS Vehicle project manager</i>
4A2	<i>Programme of Requirements, specs, PSA, scope, Use cases</i>	<i>EBS Vehicle core team</i>
4A3	<i>Invitation to tender</i>	<i>EBS Vehicle project manager</i>
4A4	Supplier selection and contracting	EBS Vehicle project manager
4B	Tested and accepted EBS/AVMS	Supplier project leader
4B1	<i>EBS functionality built in accordance with the Programme of Requirements.</i>	<i>Supplier project leader</i>
4B2	<i>Functional Acceptance Test performed</i>	<i>Test coordinator</i>
4B3	<i>User Acceptance Test performed</i>	<i>Test coordinator</i>
4B4	<i>Technical Acceptance Test performed</i>	<i>Test coordinator</i>
4C	EBS/AVMS implemented	EBS Vehicle project manager
4C1	<i>Bus implementation</i>	<i>EBS Vehicle project manager</i>
4C2	<i>Tram implementation</i>	<i>EBS Vehicle project manager</i>
4D	Further development and management and maintenance following acceptance	IT Ops and Functional Management



2.8 Assumptions

The collaboration with supplier is subject to several preconditions and these will be processed as requirements and wishes in the tender procedure and requested to be included in the bidding:

- The EBS software to be realised must be in line with European standard ITxPT (referred to as GIVA at GVB). Demonstrable experience with EBS systems in working with or in accordance with (these or comparable) architecture standards is one of the selection criteria for demonstrating technical competence. This will be elaborated further in the tendering guidelines.
- Initial delivery in accordance with the Functional Requirements Specifications taking account of possible expansion (e.g. for the SIRI standard)
- GVB specifies the services to be provided by the supplier in a functional manner.
- The supplier is obliged to check both descriptions (Functional Requirements Specifications and functional specification) for consistency and then realise and deliver as much as possible on the basis of existing software and systems. Software will have to be developed/rewritten if necessary. The specifications are part of the invitation to tender.
- The application to be delivered and developed in part must be able to communicate with and handle the GIVA Services developed previously and partly simultaneously (see description GIVA Platform in the Programme of Requirements).
- The supplier and GVB jointly adopt a 'roadmap' in which the software or the parts of the software (sprints) are adjusted, developed and delivered if necessary. It is preferred to have this take place in the shape of several 'sprints' in order to realise the intended objective in an iterative sense.
- Testing takes place from the GVB testing environment. A test bus and a test tram are available. The central servers required for this are also available. The network (communication between the vehicle and the central systems) has also been implemented and is based on existing standards.
- Testing will also be conducted mainly by GVB, apart from the joint test sessions within the sprints. The results of these tests will be laid down and provided as feedback during regular progress meetings. It may be decided to adjust the process on the basis thereof.
- The supplier has to go through the entire technical and functional test and acceptance criteria, including integration tests with other software and links, together with GVB before discharge can be granted. The software must be delivered 'ready for production'.
- A pragmatic, result-oriented, solution-oriented attitude is required. The objective must be to have the software operational within the time/functional frameworks indicated.

2.9 Variants

No variants (alternatives) are permitted for this tender.



2.10 Framework Agreement

Following the award of the Contract, GVB wishes to conclude a Framework Agreement with one (1) Contractor for the realisation of 2 releases within the first contract (EBS 0.1 and EBS 1.0); the final release will be completed in June 2019. GVB also wishes that further development, management and maintenance can take place under this Framework Agreement. An instruction for several sprints will always be issued. A draft Framework Agreement in the Dutch language (appendix 6) has been enclosed with these tendering guidelines including the applicable contractual conditions. A Service Level Agreement (SLA) for the purpose of service, management and maintenance activities, also in the Dutch language, will be concluded in the course of 2018.

GVB does not sign contractual documents in any language other than the Dutch language. The Tenderer is required to arrange for a translation or to obtain advice from an expert who has command of the Dutch language. This Contract is subject to the GVB purchase conditions as well (appendices 7 and 8). These are available in Dutch and English.

2.11 Reserve contractor arrangement

GVB reserves the right to award performance of the contract to a different Tenderer if the Tenderer to whom the contract is awarded:

1. is liquidated or is granted a suspension of payments;
2. is declared bankrupt;
3. has ceased operating;
4. is in a similar situation as a result of which it is not able to carry out the agreed activities, or;
5. proves unable to comply with the Programme of Requirements and as a result of which the contract is terminated following the adjustment period.

In case such a situation occurs, GVB will have the option of awarding the contract (for the remaining term) to the next Tenderer in the order of the assessment. The reserve contractor arrangement then applies to the Tenderer provided the Tenderer is prepared to sustain (or repeat) its Tender, in the event that this situation occurs 90 days after sustaining the Tender. This construction will apply for at most 12 months after commencement of the Framework Agreement.

When informing the Tenderers about the award, the relevant Tenderer will be informed that the reserve contractor arrangement applies to it.

GVB is not obliged to apply the reserve contractor arrangement if the agreement with the Tenderer to which the contract was awarded initially is terminated.



3 Tender Procedure

3.1 Purpose

The objective of the tender procedure is to award the contract to the Tenderer with the Most Economically Advantageous Tender (“MEAT”) according to the ‘best price-quality ratio’ award criterion, as described in greater detail in chapter 5 of these tendering guidelines.

The tender procedure consists of the following phases:

1. the information phase (paragraph 3.4);
2. the tendering phase (paragraph 3.5);
3. the assessment phase (paragraph 3.5.53.6);
4. the award phase (paragraph 3.7).

3.2 Planning

The timetable for this tender is included in Negometrix. This planning is guiding.

Tenderers cannot derive any rights from the GVB timetable. GVB has the right to alter the timetable. GVB shall notify Tenderers via Negometrix of any alterations to the timetable.

3.3 Contact and correspondence

This tender will be supervised by:

Kaspar Guffens, GVB buyer.

All correspondence in relation to this tender shall be conducted solely via Negometrix.

No other ways of communicating with GVB about this tender procedure are allowed. Any Tenderer who attempts to contact GVB about this tender procedure without using Negometrix may be excluded from further participation in the tender procedure. In any event, the Tenderer cannot derive any rights from communication that took place in a manner other than as set out above.

3.4 The information phase

3.4.1 *Kick-off meeting*

GVB will organise a kick-off meeting where GVB will provide an explanation of the tender procedure. This will take place on the date stated in the timetable on Negometrix and at the following location: GVB head office. Tenderers must state via Negometrix the number of persons they wish to bring to the kick-off meeting, at the latest on two days before the meeting. The maximum number is four persons. Insofar as the substance of the contract and tender procedure are discussed, GVB will draw up a report of this and communicate this back to the Tenderers.

During the kick-off meeting, GVB will discuss mainly the Reason for this tender procedure, the context in which the contract to be awarded should be placed, AVMS starting points, why GVB does it in this



manner (policy) and the expectations concerning the project and the collaboration with the supplier.

No questions will be answered at the kick-off meeting. Questions can be submitted afterwards via Negometrix.

3.4.2 Information

Tenderers may use the question and answer module in Negometrix to request more information about the tender procedure and the tendering guidelines with appendices. Tenderers are requested to ask their questions as soon as possible, but no later than the date stated in the GVB timetable. Answers to questions and any alterations to the tender documents will be published by means of a Summary of additional information and changes.

GVB can also make changes to the tender documents at its own initiative.

The Summary of additional information and changes is provided by means of the publication of questions asked and the answers provided in the "Question & Answer" module in Negometrix.

GVB reserves the right to disregard any requests for further information that are submitted after the deadline date.

The Summary of additional information and changes forms an integral part of these tendering guidelines. In case of inconsistencies, the Summary of additional information and changes will prevail over the tendering guidelines with appendices.

3.4.3 Individual questions

If any Tenderer wishes to exclude certain information from the Summaries of additional information and changes, they should state that in Negometrix ('checking') that it concerns an individual question. The Tenderer will have to give its reasons why publication of this information could harm its legitimate economic interests. Should GVB not wish to honour a request by a Tenderer not to include certain information in a Summary of additional information and changes, GVB shall inform the Tenderer of the fact. The Tenderer will then have the choice of withdrawing the question or giving GVB permission to include the information in question in the Summary of additional information and changes. If the Tenderer does not respond within the time indicated by GVB, GVB will have the right to consider this as implicit permission by the Tenderer to include the information in question in the Summary of additional information and changes. GVB shall not be liable for any loss incurred by the Tenderer.



3.4.4 *Draft Framework Agreement / GVB General Purchase Conditions*

The Tenderers have the opportunity to ask questions and/or propose changes with respect to the Framework Agreement (appendix 6), and the GVB General Purchase Conditions (appendices 7 and 8) until the deadline for asking questions. The Tenderer must indicate in this connection why it wishes a certain change and what its change constitutes in the shape of a specific text proposal. GVB may decide to adjust the draft Framework Agreement and the GVB General Purchase Conditions pursuant to the questions and the supplements including text proposals. The final draft Framework Agreement will be enclosed with the final Summary of additional information and changes.

GVB and the Contractor will conclude a final SLA in the course of 2018.

3.5 The tendering phase

3.5.1 *Submission of Tenders*

The Tender must be in GVB's possession at the latest on the date and time stated in the timetable in Negometrix. Any Tenders received after this time will be invalid and will not be accepted by GVB. Tenderers are responsible for ensuring that their Tenders are complete and on time. The Tenderer is therefore also advised to submit its Tender at least one day before the final date for receipt of Tenders.

Tenders are submitted by uploading the documents listed in paragraph 0 to the Negometrix website (see paragraph 1.6). The submission of Tenders by any other means is not permitted and they will be deemed invalid and as never having been made.

By submitting the Tender, a Tenderer agrees to the entire tender procedure and all the provisions applicable thereto that are contained in these tendering guidelines (including appendices) and all other tender documents, such as the Summaries of additional information and changes.



3.5.2 Documents to be submitted with the Tender

The overview below (table 2) shows all the documents that must be submitted with the Tender. The documents to be submitted that form part of the Tender must be free of viruses, stored in a searchable manner and should be in a commonly accessible format (such as PDF or MS Office). The Tenderer can find the models that must be completed as appendices to these tendering guidelines and also separately on Negometrix (paragraph 0).

Subject	Status	Prescribed model
Appendix A: ESPD('s)	Completed and legally signed	Appendix 1, Tendering guidelines
Appendix B: Statement of Reference Contract(s)	Completed and legally signed	Appendix 2, Tendering guidelines
Appendix C: Excerpt from professional / commercial register	No older than six months, calculated from the final date for receipt of the Tenders. Legal signature not applicable.	N/a
Annex D: Price sheet	Completed and legally signed	Appendix 5, Tendering guidelines
Annex E: Conformity declaration	Completed and legally signed	Appendix 11, Tendering guidelines

(Table 2)

Emphatic reference is made to the fact that statements that are subsequently found (whether after verification or not) to contain inaccuracies or undertakings that cannot be fulfilled will be regarded by GVB as false statements. This may lead to exclusion from the tender procedure.

3.5.3 The European Single Procurement Document

GVB uses the European Single Procurement Document (ESPD). You can download this from Negometrix.

How does the European Single Procurement Document (ESPD) work?

GVB has already completed its details and those relating to this tender in Part I. In Part III, GVB has completed the grounds for exclusion that are relevant to it. The Tenderer then completes the form (Parts II, III, IV), signs it, and appends it to its Tender. A digital signature is not possible.



3.5.4 *Tenders in collaboration with other companies*

Tenderers may apply individually or in collaboration with other companies, as described under A and B.

A. Consortium:

European Single Procurement Document: Part II, Chapter B

If companies agree to submit a Tender jointly, with the intention of carrying out the contract together, then this consortium of companies will be designated as the Tenderer.

In derogation from Article 10 of the ARN²⁰¹⁶, and supplementary to paragraph 0, GVB attaches the following conditions to Tenders submitted by consortia:

- Each individual member of the consortium must submit a legally signed ESPD and excerpt from their professional / commercial register or proof of registration in the country in which said member is established. The excerpt or proof of registration of the member of the consortium may not be older than six months, calculated from the final date for receipt of the Tenders (see also paragraph 4.2).
- The members of the consortium state in their ESPD, among other things, their role in the consortium (who is the main contractor, the division of tasks, and so on), which companies form the consortium and, if applicable, the name of the participating consortium (ESPD, Part II Chapter A). If a member of a consortium wishes to rely on the resources of a third party, the provisions in this paragraph under B also apply.
- Each individual member of a consortium is jointly and severally liable to GVB for fulfilling the obligations emanating from the Tender and for the correct and complete performance of every part of the contract.
- By submitting their Tender, the consortium member declares that it will actually comply with the role/division of tasks listed in the ESPD.

Please note: if the Tenderer as a consortium qualifies for the award of the contract, the member of the consortium must also provide the documents (if applicable) mentioned in paragraphs 4.1 and 4.2 within 7 calendar days of the initial request to that effect by GVB.



B. Reliance on a third party or third parties

ESPD: Part II, Chapter C

A Tenderer may rely on the resources of third parties in connection with the Tender.

In derogation from Article 11 of the ARN²⁰¹⁶, and supplementary to paragraph 0, GVB attaches the following conditions to Tenders submitted by a Tenderer who is the principal contractor:

- The Tenderer states in the ESPD that it relies on the capacity of a third party or third parties to meet the minimum requirements (in relation to financial and economic capacity and/or the technical or organisational competence) (ESPD, Part II, Chapter C).
- The Tenderer is required to enclose the ESPD('s) of the third party or third parties upon whom it relies with its Tender. The relevant third party states in this ESPD the information referred to in Part II chapters A and B, part III and part IV. The relevant third party ensures that its ESPD is duly signed (Part VI).
- The Tenderer must add to its Tender an excerpt from the professional / commercial register or proof of registration in the land in which the third party or third parties is (are) established on which the Tenderer is relying. The excerpt or proof of registration of the third party in question may not be older than 6 months, calculated from the final date for receipt of the Tenders.
- The Tenderer is required to demonstrate at GVB's first request that it is able to dispose of the required third-party resources and it obliged to actually use those resources in the performance of the contract. If the Tenderer relies on the capacity of a third party in order to comply with a core competence, the activities for which that capacity is required must be carried out by the third party.
- If the Tenderer relies on the capacity of a third party in order to comply with one or more minimum requirements with respect to financial and economic capacity, the third party will be jointly and severally liable towards GVB for the full and correct performance of every part of the contract. The Tenderer is obliged to provide a statement regarding its joint and several liability at GVB's first, written request.

Please note: if a Tenderer who is relying on third parties qualifies for the award of the contract, the Tenderer must also provide the documents (if applicable) mentioned in paragraphs 4.1 and 4.2 within 7 calendar days of the initial request to that effect by GVB.

3.5.5 *Official report tender procedure*

Article 16 ARN²⁰¹⁶ ('Official report tender procedure') does not apply.

3.6 The assessment phase

After the period for submitting tenders has ended, GVB will proceed through the following stages when assessing the Tenderers and the Tenders:



3.6.1 Step 1: Assessment for completeness and validity

The GVB Purchasing Department will assess whether Tenders meet the formal requirements set out in the tender documents, the Summaries of Additional Information and Changes and the ARN²⁰¹⁶. Any Tender that does not fulfil these formal requirements will be declared invalid, unless rectification of a shortcoming in the Tender referred to above is permitted.

The whole Tender will be disregarded as being invalid if the documents that form part of the Tender were not duly signed. Exceptions to the above are documents for which GVB has expressly indicated that it does not require a valid signature (see paragraph 0).

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

The GVB Purchasing Department will use the legally signed ESPD that was submitted to assess whether a ground for exclusion set by GVB, as described in greater detail in paragraph 4.1, applies to a Tenderer. If the assessment for grounds for exclusion does not result in the exclusion of a Tenderer, the GVB Purchasing Department will assess the ESPD against the minimum requirements, as described in greater detail in paragraph 4.2. Any Tenderer who does not meet the minimum requirements will be excluded from further participation in the tender procedure.

3.6.3 Step 3: Substantive assessment of the Tender

The substantive assessment of the Tender consists of (a) a test of the technical specifications, award requirements and standards referred to in the Programme of Requirements ("PoR"), and (b) an assessment on the basis of the award criterion with the associated assessment criteria, as described in detail in Chapter 5.

Any Tender that does not fulfil the technical specifications, award requirements and standards referred to in the Functional Requirements Specifications will be set aside and the Tenderer will no longer qualify for award of the contract. Tenders to which one or more conditions or reservations are attached will be invalid as well.

An assessment team from GVB put together for this purpose will carry out a substantive assessment. First individually, by each member of the assessment team separately, and subsequently these individual scores will be discussed at a plenary session with the entire assessment team. During this plenary session, the score per Tenderer is determined on the basis of consensus including the arguments that form the basis thereof.

The price will be assessed by the Purchasing department of GVB and will only be shared with the assessment team after the above-mentioned plenary session.

3.6.4 Further information on Tenders

Meetings may be held with Tenderers at the request of GVB in order to clarify the content of their Tenders.



3.6.5 *Verification ESPD*

After the documents provided with the Tender have been assessed, GVB will ask the Tenderers who qualify for award for evidence for the purpose of verifying their own ESPD's. This evidence is listed in paragraph 4.1 (grounds for exclusion) and paragraph 4.2 (minimum requirements).

3.6.6 *Deadline for providing evidence*

The Tenderer is required to submit the items of evidence for the purpose of verification of the ESPD (paragraph 3.6.5) within 7 calendar days after GVB's first request to that effect (insofar as is possible).

If the Tenderer does not submit certain documents on time, or if it appears from the documents submitted that their ESPD is not completely accurate, it will be required by GVB to submit further documents or provide further information. The Tenderer will be afforded a period of 2 working days after receiving a request to that effect from GVB. If the additional documents or information are not provided on time, the Tenderer concerned will be excluded from further participation in the tender procedure. If this is the case, the next Tenderer who qualifies for award of the contract will be afforded the opportunity to submit the items of evidence requested.

3.7 **Award phase**

3.7.1 *Award decision*

GVB will inform the Tenderers via Negometrix of its award decision as soon as possible after the Tenders have been assessed.

In doing so, GVB will not issue any information about its award decision if publication of such information:

- a. is in breach of the law;
- b. is not in the public interest;
- c. could harm legitimate commercial interests of the companies, or;
- d. could undermine fair competition between companies.

3.7.2 *Objection to award decision (Article 18.5-18.10 of the ARN²⁰¹⁶)*

Rejected Tenderers who do not agree with the award decision may lodge reasoned objections to the proposed award by GVB within five calendar days.

GVB will give its view to Tenderers who have objected as soon as possible after receipt of the objection. If GVB stands by its award decision, the Tenderer concerned has the option to commence preliminary relief proceedings by serving a writ of summons on GVB within 20 calendar days of being informed of GVB's view.



Any claim to participate in the award procedure shall lapse if no preliminary relief proceedings have been started at the court in Amsterdam within the following periods:

- a) 20 calendar days after notification of the view of GVB if the Tenderer has lodged an objection against the award decision within five days after the award decision.
- b) 20 calendar days after the award decision if the Tenderer has not lodged an objection against the award decision within five days after said decision.

3.8 Other conditions in relation to the tender

3.8.1 *Term of validity of the Tender*

Contrary to Article 15 ARN²⁰¹⁶, the Tenderer shall honour its Tender for a period of 90 calendar days. If preliminary relief proceedings are instituted during this period against the award decision, the Tenderer shall be obliged to honour its Tender in any event until 14 calendar days after the date on which the judgment has been given, or so much longer as the duration of the term of validity.

3.8.2 *Notifying objections on time*

The tendering guidelines and related appendices have been compiled with care. If, in spite of this, a Tenderer has objections on account of, for example, alleged inconsistencies, deficiencies, and/or breaches of the law, the Tenderer is requested to notify GVB via Negometrix of its objections as soon as possible, but no later than the closing date for submitting written questions.

Any objections relating to the tendering guidelines and related appendices that are not notified to GVB in time:

- will result in any subsequent claims by the Tenderer relating to alleged incorrectness, unlawfulness or other irregularity being declared inadmissible;
- will be interpreted in GVB's favour.

3.8.3 *No rights to be derived from information provided*

The information provided by GVB in this tender procedure is based on the best possible estimate of the scope of the contract. Tenderers may not derive any rights from this information (quantities, specifications, timetable). The information provided is indicative only.

3.8.4 *References to brands, versions, products, origins, etc.*

GVB has no preference for a particular contractor or service provider, or for particular brands, versions, products, origins, etc. Any reference in the tender documents relating to the selection and award procedure, a requirement or wish that relates to, or appears to relate to, a particular product, origin or particular work method, brand, patent, or type of production, as a result of which certain companies or certain products are favoured or eliminated, should be read as '*or equivalent*'.

3.8.5 *Exclusion of Tenderers' general terms and conditions*

The Tenderers' delivery, payment and other terms and conditions are expressly rejected for this tender.



3.8.6 Subcontractors

If the Tenderer intends to subcontract part of the contract to one or more third parties on whose capacity it does not rely, the Tenderer will be obliged to state this in Part II Section D of its Tenderer's Statement. The Tenderer reports in this connection which part of the contract it intends to subcontract to a third party and which subcontractor(s) it proposes. Following the definitive award of the contract, GVB may demand that the Contractor provides a statement of the data referred to in Section 2.79 subsection 2 of the Public Procurement Act and notifies it of the changes to those data. GVB may also demand that the Contractor provides a statement of the data referred to in Section 2.79 subsection 2 of the Public Procurement Act. The Contractor is obliged to cooperate at all times.

3.8.7 English or Dutch language

Supplementary to article 5 ARN²⁰¹⁶, the working language and the language in which the documents must be submitted within the context of the tender procedure is the English or the Dutch language.

3.8.8 No reimbursement of Tendering costs

GVB will not reimburse any costs associated with the Tenders.

3.8.9 Obligation to provide information

If any changes occur in the business operations of a Tenderer or are likely to occur that could affect the progress and completion of the tender, the Tenderer must report this as soon as possible via Negometrix, as described in paragraph 3.3.

3.8.10 Confidentiality

The Tenderer shall treat as confidential any information provided by GVB in the context of this tender. The Tenderer shall also impose this obligation of confidentiality on its employees (in whatever capacity) and on third parties engaged by the Tenderer. The Tenderer will not make any statements about the tender on social media (including those of its employees), its own website, or in any media whatsoever, without the prior permission of GVB. In the event of any breach of this obligation of confidentiality, GVB has the right to declare invalid the Tender of the Tenderer in question.

GVB will treat as confidential any information provided by the Tenderer in the context of the tender. GVB will not return any written information provided to it to the Tenderer.

GVB is not obliged to disclose internal documents, such as the results of evaluations and comparisons, or recommendations concerning the award to the Tenderer, with the exception of what it is obliged to disclose for the purpose of stating its reasons for a rejection, in accordance with the Public Procurement Act.



3.8.11 Intellectual property with respect to the tender documents

GVB owns the copyright to the documentation it provides to the Tenderers in the context of the tender.

Tenderers may only use the tendering guidelines and the information made available in the context of this tender for the purpose for which they are issued. The tendering guidelines may not be made available to third parties and may not be replicated for a purpose other than that for which they are intended.

3.8.12 Multiple Tenders from a single group

Multiple Tenders for the tender or, in case of lots, for the same lot, from a single group are not permitted, unless the companies concerned are able to demonstrate that, and why, the Tenders were produced independently, without any coordination. If the companies concerned are unable to do so, the provisions of Article 12.3 of the ARN²⁰¹⁶ shall apply.

3.8.13 Legal force of notifications

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

3.8.14 Alterations to tender documents

GVB may make alterations to the tender documents at its own initiative if it sees fit, providing such alterations are of a non-essential nature. Any such alterations shall be communicated solely in writing, by means of Summaries of additional information and changes, to every Tenderer via Negometrix.

3.8.15 Single Tender

An Entrepreneur can submit only one Tender, either independently or as part of a Consortium. In the event an Entrepreneur submits more than one Tender, it and, insofar as applicable, the Consortium(s) of which it forms part will be excluded from participation in the tender procedure.

3.8.16 Reservation regarding the award and withdrawal of the tender procedure

GVB has the right at all times to suspend or withdraw the tender procedure.



4 Selection: grounds for exclusion and minimum requirements

4.1 Assessment of exclusion criteria

ESPD: Part III, Chapters A to C.

GVB will assess the Tenderers' ESPD on the compulsory and optional grounds for exclusion, as stated in Part III, Chapters A to C. If any of these grounds for exclusion apply to a Tenderer, it will be excluded from the tender procedure (see paragraph 0).

Documentary proof:

In order to assess the accuracy of the ESPD's in relation to the grounds for exclusion, GVB may request the following documentary proof. This documentary proof must reflect the actual situation at the time of the Tender.

4.1.1 *Certificate of Conduct for Procurement*

A Certificate of Conduct for Procurement or, if such a certificate is not issued in the country of establishment, an equivalent document issued by a court or authorised government body. If no such document is issued in the country in question, the Certificate of Conduct for Procurement may be substituted by a statement made by the Tenderer under oath before a notary. Only a Certificate of Conduct for Procurement as issued by the Ministry of Security & Justice is accepted for Dutch companies. For foreign companies, we refer to the provisions of Article 57 paragraph 1 and Article 60 paragraph 2 of Directive 2014/24/EU. The Certificate of Conduct for Procurement or equivalent document from the country in which a Tenderer is based may not be older than two years, calculated from the final date for receipt of the Tenders.

However, Certificates of Conduct for Procurement issued before 1 July 2016 will no longer be valid as from 1 July 2017.

Tenderers are responsible for requesting a Certificate of Conduct for Procurement on time. The process of applying for a Certificate of Conduct for Procurement, as meant in Section 2.89 paragraph 2 of the Public Procurement Act generally takes between 4 to 8 weeks.

To be issued by:	<p>Tenderers who qualify for the award of the contract.</p> <p>If this Tenderer is a consortium as meant in Article 10 of the ARN²⁰¹⁶, then this request applies to <u>every</u> member of the consortium.</p> <p>If a Tenderer relies on the resources of a third party for its Tender, then the Tenderer must also supply a Certificate of Conduct for Procurement for this third party.</p>
When:	See paragraphs 3.6.5 and 3.6.6: within seven calendar days after an initial request to that effect from GVB.



4.1.2 *Payment history report taxes and social security premiums*

A payment history report concerning payment of taxes and/or national insurance contributions from the Dutch Tax and Customs Administration or, if such reports are not issued in the country of establishment, an equivalent document issued by a court or authorised government body from which it is clear that the Tenderer has not stopped paying its taxes and/or national insurance contributions. Only a Certificate of Conduct for Procurement will be accepted from Dutch companies. For foreign companies, we refer to the provisions of Article 57 paragraph 2 of Directive 2014/24/EU and Article 60 paragraph 2 of Directive 2014/24/EU. The statement from the Tax and Customs Administration or equivalent statement from the country in which the Tenderer is established may not be older than six (6) months, calculated from the final date for receipt of the Tenders.

To be issued by:	<p>Tenderers who qualify for the award of the contract.</p> <p>If this Tenderer is a consortium as meant in Article 10 of the ARN²⁰¹⁶, then this request applies to <u>every</u> member of the consortium.</p> <p>If a Tenderer relies on the resources of a third party for its Tender, the Tenderer must also supply a payment history report concerning payment of taxes and national insurance contributions for this third party.</p>
When:	See paragraphs 3.6.5 and 3.6.6: within seven calendar days after an initial request to that effect from GVB.

4.2 Assessment of minimum requirements

ESPD: Part IV.

Please note: Part IV of the ESPD is entitled 'Selection Criteria'. Contrary to what the title suggests, this only concerns the minimum requirements as meant in paragraph 4.2 of these tendering guidelines.

GVB assesses the Tenderers' ESPD on minimum requirements, as stated in this paragraph. Any Tenderer who does not meet these minimum requirements will be excluded from the tender procedure (see paragraph 3.6.2).



4.2.1 Requirements regarding economic and financial ability

For GVB it is important that the Tenderers have sufficient economic and financial ability to perform the contract properly and in time, without GVB running any financial risks.

Documentary proof:

To verify whether a Tenderer meets this requirement, GVB may request the following documentary proof. This documentary proof must reflect the actual situation at the time of the Tender.

A.	<p>An unqualified audit opinion from a registered accountant or an authorised accounting consultant (in accordance with Article 2:393, paragraph 1 DCC) without an explanatory paragraph due to (serious) uncertainty concerning continuity (continuity paragraph); The audit opinion relates to the annual accounts of the most recent financial year available. It should be evident from the statement that (a) the annual accounts give a fair view of the assets and result and (b) that there are no obvious misgivings concerning the continuity of the business activities of the Tenderer.</p> <p>The audit opinion must reflect the actual situation at the time of the Tender.</p>	
	To be issued by:	<p>Tenderers who are obliged to formulate annual accounts and who qualify for the award of the contract.</p> <p>If this Tenderer is a consortium as meant in Article 10 of the ARN²⁰¹⁶, this request applies to <u>every</u> member of the consortium who is obliged to produce annual accounts.</p> <p>If a Tenderer relies on the economic and financial ability of a third party for its Tender, and this third party is also obliged to produce annual accounts, the Tenderer must also supply an audit opinion as meant above for this third party.</p>
	When:	See paragraphs 3.6.5 and 3.6.6: within seven calendar days after an initial request to that effect from GVB.



<p>B.</p>	<p>If a Tenderer or consortium member belongs to a group with consolidated annual accounts:</p> <p>a) An unqualified audit opinion from a registered accountant or an authorised accounting consultant (in accordance with Article 2:393, paragraph 1 DCC) without an explanatory paragraph due to (serious) uncertainty concerning continuity (continuity paragraph). The audit opinion relates to the annual accounts of the most recent financial year available. It should be evident from the statement that (a) the consolidated annual accounts provide a fair view of the assets and result and (b) that there are no obvious misgivings concerning the continuity of the business activities of the group.</p> <p>b) a guarantee from the parent company. The Tenderer should use for this the Parent Company Guarantee Statement, which is attached as Appendix 10.</p>
<p>To be issued by:</p>	<p>The Tenderer that forms part of a group with consolidated annual accounts and who qualifies for award of the contract.</p> <p>If this Tenderer is a consortium as meant in Article 10 of the ARN²⁰¹⁶, then this request applies to <u>every</u> member of the consortium with consolidated annual accounts.</p> <p>If a Tenderer relies on the economic and financial ability of a third party for its Tender, and this third party belongs to a consortium with consolidated annual accounts, the Tenderer must also supply an audit opinion and guarantee from the parent company as meant above for this third party.</p>
<p>When:</p>	<p>See paragraphs 3.6.5 and 3.6.6: within seven calendar days after an initial request to that effect from GVB.</p>



C.	A review report from a Registered Accountant or an authorised accounting consultant (in accordance with Article 2:393, paragraph 1 DCC), without an explanatory paragraph due to serious uncertainty concerning continuity. The assessment statement by the accountant should relate to the annual accounts of the most recently available financial year. It should be evident from the statement that (a) it cannot be concluded that these annual accounts do not give an accurate picture of the assets and result and (b) that there are no reasonable doubts concerning the continuity of the business activities of the Tenderer.	
	To be issued by:	<p>Tenderers who are not obliged to formulate annual accounts and who qualify for the award of the contract.</p> <p>If this Tenderer is a consortium as meant in Article 10 of the ARN²⁰¹⁶, this request applies to <u>every</u> member of the consortium who is not obliged to produce annual accounts.</p> <p>If a Tenderer relies on the economic and financial ability of a third party for its Tender, and this third party is not obliged to produce annual accounts, the Tenderer must also supply an assessment statement as meant above for this third party.</p>
	When:	See paragraphs 3.6.5 and 3.6.6: within seven calendar days after an initial request to that effect from GVB.

D.	A legally signed declaration by the Tenderer stating that it is unaware of any claims against it during the period of the performance of the Framework Agreement and that no investments will be required that could endanger the economic and financial ability of its company or the continuity of its business operations. The Tenderer should use the Financial Ability and Business Operations Continuity Statement, which is attached as Appendix 9.	
	To be issued by:	<p>Tenderers who qualify for the award of the contract.</p> <p>If this Tenderer is a consortium as meant in Article 10 of the ARN²⁰¹⁶, then this request applies to <u>every</u> member of the consortium.</p> <p>If a Tenderer relies on the economic and financial ability of a third party for its Tender, the Tenderer must also supply the above statement for this third party.</p>
	When:	See paragraphs 3.6.5 and 3.6.6: within seven calendar days after an initial request to that effect from GVB.



E.	Evidence (copy of policy schedule or insurance statement) concerning statutory liability (business liability) and evidence (policy schedule or insurance statement) concerning professional liability, showing that the Tenderer is insured against statutory liability (business liability) and against professional liability both for an amount of at least €1,000,000 for each damaging event and a limit of at least €2,500,000 per year.	
	To be issued by:	Tenderers who qualify for the award of the contract. If this Tenderer is a consortium as meant in Article 10 of the ARN ²⁰¹⁶ , then this request applies to <u>every</u> member of the consortium.
	When:	See paragraphs 3.6.5 and 3.6.6: within seven calendar days after an initial request to that effect from GVB.

No turnover requirement is imposed.

4.2.2 Requirements regarding technical and organisational competence

GVB imposes the requirement that the Tenderer has sufficient technical and organisational competence. To this end, GVB applies the following minimum requirements:

- a. Reference contracts in relation to core competencies;
- b. Command of the English and/or Dutch language;
- c. Standards regarding quality control

A. Reference contracts

GVB imposes requirements regarding the knowledge, experience and organising capability of the Tenderer, for the purpose of carrying out the contract properly. The Tenderers should be able to demonstrate possession of the following core competencies:

Core competency 1: "Domain Public Transport, specifically software/functionality for vehicle and vehicle-control room communication and vehicle position determination".

Core competency 2: "Knowledge of and experience with development within the EN-norm 13149, ITxPT, VDV301 or in a similar context".

Core competency 3: "Knowledge of and experience with (agile) software development".

Core competency 4: "Development in Java (the chosen programming language for GIVA Services) or a programming language that is compatible with it".

If a Tenderer relies on a third party in order to be able to meet this requirement, this third party must also carry out the services, supplies, and work for which this competency is required. In this case, the Tenderer should take account of the provisions in paragraph 0 of the tendering guidelines and Part II, Chapter C of the ESPD.



Documentary proof:

For each core competency 1 statement of a previously completed similar contract (reference contract), showing that the Tenderer possesses the required core competency. A reference contract may be used to demonstrate multiple core competencies, if relevant.

The reference contracts to be supplied should relate to the last three years (calculated from the final date for receipt of the Tenders). If a reference contract relates to a contract that has not yet been completed, only the actual work that has been carried out may be put forward as evidence.

If a reference contract relates to work carried out as part of a consortium or as a subcontractor, the work for which the Tenderer was responsible must meet the core competencies set.

For each reference contract, the Tenderer must use the model in Appendix 2, 'Statement of Reference Contract'. By signing Appendix 2, the Tenderer states that it carried out the relevant reference contract or contracts in a professional and correct manner and that it completed the statement truthfully.

To be issued by:	All Tenderers.
When:	Simultaneously with the Tender (see paragraph 0)

GVB reserves the right to verify the statement by a Tenderer with the named referee, without the involvement of the Tenderer in question. If, as a result of this verification, it appears that the Tenderer does not meet the set conditions, the Tenderer will no longer be eligible for being invited to submit a Tender, and the Tender will be disregarded.

B. Command of the English and/or Dutch language

For GVB, it is important that communications with the Contractor run smoothly and effectively. In order to qualify for award of the contract, the Tenderer's responsible and management staff who will be responsible for carrying out the contract, and who are in contact with GVB, should have command of written and spoken English and/or Dutch.

By submitting its Tender as meant in paragraph 3.5.1, the Tenderer declares that it meets the requirements in this paragraph. The framework agreement itself and the future SLA are only available in the Dutch language.

C. Standards regarding quality control

GVB imposes requirements on the quality and customer-orientation of the Tenderer. In that connection, the Tenderers must meet the following standards with regard to integral quality assurance and control.

The Tenderer must have and continue to have a certified quality control system in place during the term of the Framework Agreement.

GVB also accepts other evidence concerning equivalent measures in the area of quality control. The Tenderer is required to document in a substantiated manner in relevant cases how its quality control system is designed.



Documentary proof:

<p><i>If a Tenderer relies on equivalent measures in relation to quality control:</i></p> <p>a description of quality control and assurance applied by the Tenderer. Think in this connection of:</p> <ul style="list-style-type: none"> o procedures with respect to services and finished products; o complaints handling and communication in this connection; o several (at least 2) examples that show the organisation's customer focus; o methods for customer satisfaction surveys; o quality audits; o requirements with respect to the supplier. 	
To be issued by:	<p>Tenderers who qualify for the award of the contract.</p> <p>If this Tenderer is a consortium as meant in Article 10 of the ARN²⁰¹⁶, then this request applies to <u>every</u> member of the consortium.</p> <p>If a Tenderer relies on a third party with regard to this requirement for its Tender, the Tenderer must also supply a valid quality certificate for this third party.</p>
When:	See paragraphs 3.6.5 and 3.6.6: within seven calendar days after an initial request to that effect from GVB.

4.2.3 *Requirements regarding social suitability*

Tenderers must be able to act in a manner that is in keeping with the execution of the contract.

Documentary proof:

<p>An excerpt from the Chamber of Commerce or proof of registration in the professional or commercial register in the country of establishment. The excerpt or proof of registration may not be older than six months, calculated from the final date for receipt of the Tenders (see paragraph 3.2).</p>	
To be issued by:	<p>All Tenderers.</p> <p>If this Tenderer is a consortium as meant in Article 10 of the ARN²⁰¹⁶, then this request applies to <u>every</u> member of the consortium.</p> <p>If a Tenderer relies on the resources of a third party for its Tender, the Tenderer must also supply the evidence for this third party.</p>
When:	Simultaneously with the Tender (see paragraph 0)



5 Award: requirements and assessment criteria

5.1 Requirements for a permit, technical specifications and standards

To qualify for award of the contract the Tender must comply with the requirements for permits, technical specifications and standards, as described in the Programme of Requirements (Appendix 4). The Tenderer declares by submitting and legally signing the document entitled "Conformity Programme of Requirements" (appendix 11) that its Tenderer complies with the Programme of Requirements without reservation.

If it nevertheless becomes clear from the substantive assessment referred to in paragraph 3.6.3 that the Tender does not or does not fully comply with the Programme of Requirements, the Tender will be invalid, and it will be disregarded.

A Tender subject to conditions is invalid and is disregarded.

5.1.1 *Draft Framework Agreements / Draft Service Level Agreement*

In order to qualify for award of the contract, the Tenderer must agree to all the conditions in the draft Framework Agreement, the GVB general purchase conditions (including Addendum) and the draft Service Level Agreement, as laid down in or added to the final Summary of additional information and changes. By submitting and validly signing the Tender, the Tenderer declares that it agrees with these conditions without reservation.

5.1.2 *Minimum quality level*

As regards the qualitative assessment, the Tenderer must achieve at least 60% of the total number of points that can be scored, as detailed in the assessment criteria (paragraph 5.2.1). Tenders that score fewer than 60% of the points that can be scored will be deemed invalid and will result in exclusion of the Tenderer in question. Above that, a score of four points or lower on a single sub criterium will also be deemed invalid and will lead to exclusion of the Tenderer in question.

5.1.3 *Project planning (maximum completion time)*

The main milestone for realisation of the EBS vehicle application (AVMS) is the integration of the services with the GIVA backbone. This occurs in two release moments (release 2 and 3).

These release moments include an integral release of the EBS vehicle application and the underlying GIVA Basic Software (a different supplier will be contracted for this purpose, the EBS suppliers have to collaborate with them). These are releases 2 and 3 within the overall GIVA release calendar for the EBS Vehicle project.

Release 2 is scheduled for 1 November 2018 and constitutes a precondition for system tests and acceptance of the first CAF 15G tram, which will take place at GVB as from 11 November 2018. Release 2 (Q4 2018) must include a minimal viable product (MVP) of the EBS Vehicle application (EBS 0.1) for the purpose of system tests and acceptance of the 15G tram. The exact definition of the MVP is determined in collaboration with the supplier.



Release 3 is scheduled to take place in Q2 of 2019. This release includes the complete EBS Software application (EBS 1.0) ready to be rolled out in all GVB Vehicles (buses and trams) including the new 15G tram. Release 3 will also be used for the functional test and acceptance of the 15G tram. The 15G tram will be operational as from 1 September 2019.

Release 4 (end of 2019) is intended for final adjustments and any additional functionality beyond the scope of the initial contract from the tender procedure (part of the further development). Release 4 is therefore optional.

If the Tender does not comply with the award requirements listed in this paragraph 5.1 it will be disregarded as invalid.

5.2 Award criterion

With due observance of paragraph 5.1, the contract will be awarded to the Tenderer with the most economically advantageous Tender ("MEAT") on the basis of the best price-quality ratio.

GVB applies the assessment criteria referred to in paragraph 5.2.1 in order to determine the most economically advantageous Tender ("MEAT") on the basis of the best price-quality ratio.

5.2.1 Assessment criteria

The price and quality components are part of the determination of the most economically advantageous Tender in accordance with the weighting set out below.

Price: 40%

The 'price' assessment criterion consists of one fixed price and a yearly service fee in percentages (5-15%) of the fixed Price. The fixed price to be offered by the assessors includes the realisation of the deliverables from the PoR. The yearly service fee in percentages (5-15%) of the fixed Price includes licence fees for the use of the software per vehicle.

The sum of the score on these prices (referred to as Price 1 and Price 2) leads to the score of the assessment criterion.

Price 1 (35%):

- A fixed price for the realisation of the deliverables from the PoR:
A fixed price for the realisation of the deliverables from the PoR for the Contract. The Tenderer is obliged to show the project costs within the terms set on the basis of the plan of approach, with due observance of the milestones that have been set (EBS 0.1 for Release 2 and EBS 1.0 for Release 3). One-time (non-recurring) license fees are included in Price 1.

Price 2 (5%):

- Service fees for the use of the software per vehicle:
The service fees per vehicle for the use of the provider's EBS / AVMS functionality. Total 420 vehicles.

The calculation takes place on the basis as described in greater detail in paragraph 5.2.2..



Quality: 60%

The 'quality' assessment criterion consists of several subcriteria. Each subcriterion has its own weight. The sum of the weights of the subcriteria of this assessment criterion is 60%. The scores of the individual assessors with respect to the subcriteria are discussed in plenary until a joint score can be determined. These scores are multiplied with the weight assigned to the score. The sum of these scores for the subcriteria leads to the score of the assessment criterion.

Quality of the development process and the team:

Plan of approach: 20% (subcriterion Quality 1)

The Plan of Approach comprises that information that is needed to designate the most economically advantageous Tender. This document comprises at most 10 pages. This document describes the manner in which the provider will realise the parts described in the PoR. GVB expects a description of the software to be used and if necessary to be developed further or adjusted, your (agile) project approach and the test approach specifically for this contract. In this connection you have to take account of the requirements imposed in the PoR. In addition, the questions asked in the PoR must be addressed in the plan of approach in any event. GVB assesses the Plan of Approach for completeness, quality, customer-orientation, concrete terms and the extent to which it is to-the-point. GVB expects on the basis of the specifications that the Tenderer draws up a description of its vision of the realisation of the software solution, including a substantiation of the choices made (as part of what is known as a "de-brief" concerning GVB's question). The de-brief is the vision and interpretation of the Tenderer of the definition of the problem/contract as indicated by GVB. GVB expects that at least the following components are described in the Plan of Approach:

- Overall approach
- Phasing
- Organisation
- Planning
- Control
- Risk analysis
- Collaboration with the supplier of the underlying GIVA Software
- Design, test and acceptance



Risk analysis relates to the risks that the Tenderer acknowledges within this project. The Tenderer is required to deliver a risk analysis in accordance with the requirements from the PoR. As regards the design, test and acceptance, GVB expects a vision of the manner in which the provider will be supporting GVB in this connection. GVB will assess in this connection to what extent the Tenderer has an insight into the main risks and the associated control measures.

Supplier team: 10% (subcriterion Quality 2)

GVB expects the Tenderer to provide a written presentation of the team to be deployed and any changes thereto during the course of the Contract. The presentation must not include more than 10 pages. The CV's of the team members may be added as appendices. The elaboration of the abovementioned roles as well as the number of persons per role is left to the Tenderer.

Team and roles

The Tenderer offers:

A team for performing the Contract (in accordance with the specifications) including at least the roles:

- Project manager / scrum master
- Architect / Technical Designer
- Developer
- Tester

As regards the individual team members, insofar as is relevant in his or her role, GVB is interested in:

- Reference projects (max 5) to which the offered team has contributed. Reference CV's (max 5) of employees with experience in this area with comparable software/programming language per role. •
- References and experience with European standard EN13149, ITxPT and VDV301 if possible
- Knowledge of software quality standards and programming standards.

The Tenderer is required to indicate for all phases which person will perform which role and what the average deployment per person will be during the project.



Collaboration, knowledge and expertise

GVB is interested in the manner in which the team members collaborate, the experience they have as a team, the vision of their mutual collaboration and the experience working with Agile. The Tenderer guarantees that the offered team will actually perform the tasks. Changes are only possible following approval from GVB. In the event that team members are replaced, the Tenderer will arrange for a sound transfer, in which connection the transfer period will be at least 6 weeks and the transfer costs will be for the Tenderer's account. Depending on the complexity of the knowledge accrued by the team member to be replaced, GVB may demand a longer transfer period of at most three months. GVB would like to see that several team members have knowledge of a large part of the stack they are working with, so that persons can replace each other easily, planning becomes easier and the completion time will be reduced because persons can pitch in if the work in one area is more comprehensive than in others. The Tenderer will arrange at all times for sufficient knowledge dissemination and knowledge retention so that there is no interruption in the development or maintenance process. During the term of the contract, the Tenderer will be required to maintain the knowledge and experience level of all employees under this Framework Agreement individually and that of the team as a whole at the required level.

Availability

The team that is to perform the activities under the Contract must be available on the award date. GVB expects the Tenderer to provide a statement that many of the Tenderer's people are able to carry out the requested contract and have experience in this connection (the proposed team and any back-up employees with similar knowledge and experience). GVB will be able to determine on the basis thereof whether it runs a risk during implementation if the employees who are expected to be deployed cannot be present or cannot be deployed as a result of unexpected reasons. A higher or lower number of points may be granted on the basis thereof. The Tenderer guarantees in the written presentation a minimum deployment of 24 hours per week for developers and testers (with the exception of leave and illness).

Additional requirements for the role of scrum master and developer

As regards the role of scrum master / team lead, GVB has the following requirements:

- Broad experience(>5 years) with multiple software development processes
- Basic knowledge of the programming language to be used (JAVA)
- Demonstrable (agile) project management skills
- At least higher education or equivalent ability



As regards the role of developer (programmer), GVB has the following requirements:

- Broad experience(>5 years) with multiple software development processes
- Specialist knowledge of the programming language to be used (JAVA)
- Demonstrable (agile) project skills
- At least higher education or equivalent ability

Assessment quality of the software to be delivered: 20% (subcriterion Quality 3)

You are required to describe how the stability of the software to be delivered is guaranteed. This includes process-based measures for example. This document may comprise at most 5 pages. You have to describe how the transferability of the software to GVB is structured and how you also guarantee this transferability during the project. GVB has an audit carried out into code quality on an annual basis. GVB's long-term objective is that all code complies with the four-star SIG standard. The description must include at least:

- Description of the software solution (JAVA)
- Substantiation of the choices made
- Guaranteeing the stability and quality of the software
- Any additional advice (not deviating from the programme of requirements)

Planning and completion time: 10% (subcriterion Quality 4)

It is important that the Tenderer is able to comply with the requested completion times and is able to convince GVB thereof as well. Maximum points will be awarded if the planning complies with the maximum completion time, is considered to be sufficiently realistic, is substantiated sufficiently and all requirements and questions from the PoR are addressed sufficiently. Fewer points are awarded if GVB considers that one or more elements are insufficient or were not addressed or not addressed fully.

GVB expects an overall image of the planning and completion time of all services to be provided and the milestones to be realised by the provider. This overview indicates once again in full what planning (start date, completion implementation phase, management phase) the Tenderer conforms to. GVB also wishes to gain insight into the manner in which the Tenderer guarantees this within its own organisation and what it expects of GVB. All of the above in relation to the deployment and availability of resources both on the side of the Tenderer and on the side of GVB. The provider is allowed to make generic assumptions for deployment on the part of GVB.

This document may comprise at most 5 pages.

The description must include at least:

- Start date after award
- Milestones planning and guaranteeing this planning
- Availability resources

5.2.2 Manner of assessment of "price" (weight 40%)

Price 1 (35%)

For the purpose of the assessment of the subcriterion of the "price" assessment criterion, the price offered by the Tenderer is assessed as follows.

The lowest offered price receives the highest score. The maximum price offered by all Tenderers cannot exceed € 800.000,-. The minimum price offered by all Tenderers cannot exceed € 400.000,-.

Any Tenders received with a fixed-price higher than € 800.000,- will be invalid and will not be accepted by GVB. Any Tenders received with a fixed-price lower than € 400.000,- will be invalid and will not be accepted by GVB.

The calculation of the score is based on a linear method. The applied linear method works as follows.

The maximum price, € 800.000,-, will be awarded with 0 points.

The desired price (the price GVB believes is the optimum) will be awarded with 30 points.

The desired price is € 650.000,-.

Any price between € 400.000,- and € 650.000,- will be awarded linearly from 35 points to 30 points.

Any price between € 650.000,- and € 800.000,- will be awarded linearly from 30 points to 0 points.





Look into Excel appendix 12 in which you can make simulations with different prices and also various imaginary assessment scores on Quality.

From each Tenderer the scores on Price and Quality will be added. The Tenderer with the highest sum wins.

Amounts are rounded down to 2 decimal points.

Price 2 (5%)

Price 2 is a yearly service fee in percentages (5-15%) of the total Price for EBS0.1 and EBS1.0 (Price 1).

Beware, the sheet allows to fill in percentages outside the given band with (5% to 15%). This is not allowed in your Tender.

Any Tenders received with a service fee lower than 5% or higher than 15% will be invalid and will not be accepted by GVB.

Amounts are rounded down to 1 decimal point.

Look into Excel appendix 12 in which you can make simulations with different percentages and also various imaginary assessment scores on Quality.

5.2.3 Manner of assessment of "quality" (weight 60%)

GVB awards scores on a scale of 0 to 10 per subcriterion or a part criterion according to the following categories. These scores are then weighted by the indicated percentage per subcriterion/

Equal total score

If, after the weighted assessment, two or more Tenderers have the same overall score (rounded to two decimal points) and therefore it is not possible to award the contract to one (1) Tenderer, the score for Quality will be decisive. If two or more Tenderers also score equal points on this assessment criterion (rounded to two decimal points), the provisions of Article 18.4 ARN2016 shall apply and lots shall be drawn by a notary.



SCHEDULE 4

Score	Meaning	Explanatory notes
10	Very good	The Tenderer has provided a substantively relevant, applicable and excellent answer, which mentions and explains all of the basis points/elements that need to be taken into account. The Tenderer also demonstrates its additional value for GVB by mentioning additional elements, which GVB considers enrich the performance of the contract.
8	Good	Tenderer has provided a substantively relevant, applicable and good answer, which mentions and explains all the basis points/elements that need to be taken into account.
6	Adequate	The Tenderer has provided a substantively relevant and applicable answer, which mentions and/or explains the basis points/elements that need to be taken into account to a large extent, but not in their entirety.
4	Unsatisfactory	The Tenderer has provided a partly substantively relevant and applicable answer, which partly mentions and explains the basis points/elements that need to be taken into account.
2	Poor	The Tenderer has provided a very limited substantively relevant and applicable answer, which mentions and explains the basis points/elements that need to be taken into account only to a very limited extent.
0	No applicable answer/Nothing submitted	The Tenderer has not provided a substantively relevant and applicable answer. The Tenderer does not deal with the basis points/elements that need to be taken into account.

A score of 4 or lower for one of the sub criteria will lead to an invalid Tender and will not be accepted by GVB.