



## TENDERING SPECIFICATIONS No. WT+2018-002

for the awarding of a public contract for the provision of services related to  
**external expertise in the context of the design of the master plan for the "Watertruck+" project**

<b>Award method</b>	Negotiation procedure without prior publication	
<b>Submission of tenders</b>	<i>E-mail</i>	Johan.boonen@watertruck.eu
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	<i>Submission by</i>	22 June, 2018 at 09:00  Tenders received after this time will not be withheld.
<b>Contact person</b>	Johan Boonen (T: +32 3 265 9109)	
<b>Number of attachments:</b>	<ol style="list-style-type: none"><li>1. Registration form</li><li>2. CVS of participating team members</li></ol>	



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## INTRODUCTION

Watertruck+ bvba is the Special Purpose Vehicle (SPV) that has been set up to implement the European CEF/TEN-T project Watertruck+, the aim of which is to reactivate European small inland navigation. For more information, visit [www.watertruck.eu](http://www.watertruck.eu).

## LEGAL AND REGULATORY PROVISIONS

### 1 Applicable legislation

The following shall apply to this contract:

- The Act of 17 June 2016 on government procurement;
- The Royal Decree of 18 April 2017 on the placement of public contracts in the traditional sectors;
- Royal Decree of 14 January 2013 establishing the general rules of execution for public contracts and concessions of public works;
- And all subsequent amending decisions on the said law and decisions, valid on the date of announcement;
- European standards that take the place of former Belgian standards;
- All other applicable decrees and regulations in force.

In addition, shall apply:

- The provisions of these tendering specifications and any attachments and all other documents to which the tendering specifications refer.

All the aforementioned regulations and rules shall be part of the most recent coordinated edition. All these regulations complement each other and are the most stringent provisions applicable to this adoption. In the event of any conflict, this specification takes precedence.



## ADMINISTRATIVE STIPULATIONS

### 2 Nature, purpose and client

#### 2.1 Award method

The present contract is governed by the dispositions concerning "Services" within the meaning of Art. 2, 21°, of the law on public procurement of 17 June 2016 for which the negotiated procedure without prior publication is used for the purposes of the commissioning authority, Watertruck+ bvba.

The use of the negotiated procedure without prior publication is justified by Article 42, § 1, 1 ° a) of the law of 17 June 2016, since the thresholds determined by the King are not exceeded.

#### 2.2 Client's administrative services

The contract is concluded in the name of and on behalf of:

Watertruck+ bvba  
Oostdijk 110  
2830 Willebroek  
BE 0651.816.739

For more info see: [www.watertruck.eu](http://www.watertruck.eu).

The client's administrative services are represented by Johan Boonen, who:

- is the contact person for all questions related to these contract documents;
- is responsible for being the first line of communication with potential tenderers.

#### 2.3 Leading official

The leading official is Mr. Emmanuel Maes, Managing Director of Watertruck+ bvba.

The service provider shall designate a person ("project manager") to represent him vis-à-vis the contracting authority. Any formal contact between the contracting authority and the service provider are to be carried out exclusively through the project manager.

The project manager, in consultation with the contracting authority, shall keep a record of the progress of the contract.



## **2.4 Object, start and duration time of the contract**

Through the current contract, a call is put out for external expertise in the context of the design of the master plan of the "Watertruck+" project. For a general and technical description of the subject-matter of the contract, please refer to Chapter 10 of this tendering specifications.

The duration of the contract amounts to 16 months. The contract is, however, limited to 60 person-days. This is the maximum number of person-days that may be carried out and billed during this period of 16 months. The contracting authority is not, however, bound by this maximum number of person-days and may decide that the contractor will carry out fewer person-days, without this giving rise to any compensation on the part of the service provider.

The order should be carried out in full between 1 September 2018 and 31 December 2019.

Subcontracting is allowed.

## **2.5 Place of performance**

The place of performance is predominantly the Netherlands, defined as Region NLD.

Sporadic central consultation in the offices of Watertruck+ in Belgium is to be planned in mutual consultation.

# **3 Exclusion**

## **3.1 Grounds for Exclusion**

The tenderer may find themselves in one of the situations referred to in Articles 67 to 69 of the Law on Public Contracts. This includes mandatory exclusion grounds, exclusion grounds relating to tax and social security debts, and optional grounds for exclusion.

Insofar as a derogation as mentioned above applies to the tenderer, the tenderer must prove that corrective measures have been taken that are sufficient to demonstrate its reliability, despite the applicable ground for exclusion. If the contracting authority considers that evidence to be sufficient, the tenderer in question shall not be excluded from the award procedure.

This provision shall also apply to individual participants who submit a tender together as a group.

By starting with this contract, the tenderer declares that no derogation applies to him, insofar as it concerns exclusion grounds that are proven on the basis of documents that the contracting authority itself can request via electronic means. This concerns in particular the NSSO certificate, the certificate of tax debts.

However, the correct tenderer must prove any corrective action by adding written documents to the tender.



The tenderer shall also submit the following documents:

- Belgian tenderer: an extract from the criminal register that is a maximum of 6 months old at the time of receipt of the tenders;
- Belgian tenderer who employs staff that are subject to the social security legislation of another Member State of the European Union: a recent certificate issued by the competent foreign authorities confirming that he has met his obligations in respect of payment of contributions for social security in accordance with the legal provisions of the country in which he is established;
- Foreign tenderer: an extract from the criminal register (up to 6 months old), certificates of tax and social security debts, and a certificate proving no bankruptcy.  
When a document or certificate is not issued in the country in question, or it does not provide conclusive evidence for all exclusion grounds, a statement under oath can be added by way of substitution, or in countries where this is not provided, a statutory declaration by the person concerned made before a competent judicial or administrative authority, a notary or qualified professional body in his country of origin or of the country in which the economic operator is established.

#### Non-discrimination

In accordance with Belgian public procurement regulations, the contracting authority, at any stage of the award procedure, has the possibility to exclude the tenderer if the contracting authority can prove by any appropriate means that the candidate or tenderer has violated the public contracts referred to in Article 7 of the Law on Public Contracts in the area of environmental, social and labour law.

What is meant by social security legislation, inter alia, is

- the Decree of 10 July 2008 laying down a framework for the Flemish equal opportunities and equal treatment policy; the law of 10 May 2007 combating certain forms of discrimination; the law of 10 May 2007 amending the law of 30 July 1981 to punish certain acts motivated by racism or xenophobia, and the law of 10 May 2007 to combat discrimination between women and men;
- the law of 4 August 1996 concerning the welfare of workers at work, in particular chapter Vbis. Special provisions concerning violence, bullying and sexual harassment at work.

### **3.2 Groups of operators:**

No participant in a (to be formed) group of operators may be in one of the aforementioned states of exclusion. Article 3.1 is individually applied to each participant in a group and each participant in the group should therefore submit the documents indicated above.





## 4 Business negotiations

After receipt of tenders, the client's administrative services reserve the right to conduct no-obligation negotiations with one or more tenderers.

Within the framework of these negotiations, one or more tenderers may be invited to submit one or consecutive custom tenders.

During the course of the negotiations, the contracting authority may indicate how the custom tenders are to be submitted.

## 5 Criteria for awarding the contract

The order will be assigned to the most economically advantageous tender, taking into account the following award criteria:

### 5.1 Experience and knowledge of the proposed team members (30%)

The tenderer shall indicate what practical experience and knowledge the staff and subcontractors to be used have in terms of the Watertruck+ framework in respect of comparing classic inland waterway transport for a particular shipper or multiple shippers, with road transport or an alternative with the standard combinations as provided for in the Watertruck+ project. We would refer you at this point to the website: [www.watertruckplus.eu](http://www.watertruckplus.eu).

In particular, the tenderer should consider demonstrating the following with regard to his proposed team members:

- Good knowledge of the local waterways network
- Insight and experience in the ability to make combinations between smaller and larger waterways according to the Watertruck+ concept.
- Very good knowledge of, and access to, interest groups (e.g. skipper cooperatives, Chambers of Commerce), shippers and receivers, key economic and political players in the region
- Expertise in local or regional funding support for inland waterway transport
- Experience in assessing the economic profitability of an investment in a Watertruck+ combination on certain routes, from a business economic perspective, and with or without official funding support.

The CVS of the individual team members who would be involved in the execution of the contract are to be attached to the tender.

It is mandatory that the tenderer achieves a score of at least 80% on this criterion. In the event that this score is not achieved, the tender will not be withheld.

The attention of the candidates or tenderers is drawn to the fact that the proposal concerning the staff and subcontractors to be deployed, is binding at the time of conclusion of the contract.



## 5.2 Plan of action (30%)

The tenderer shall state concisely (max. 1,000 words) how the present contract will be executed within the specified time frame. The following elements are to be demonstrated:

- Plan of action, road map, market approach;
- Availability of the specified staff during the implementation period;
- Quality plan and how continuity of service will be ensured.

## 5.3 Price (40%)

This contract is a global price contract whereby under this global price, a global and fixed daily price per person-day is understood. Each tenderer must submit their quote in the form of a flat-fee daily rate per person-day.

Tenders with a daily rate higher than EUR 850 (excl. VAT) per person-day are excluded.

With regard to this award criterion, the following formula shall be used to compare the tenders:

$$C_{2,i} = P_{\min} \times 40 / P_i$$

With:

$C_{2,i}$  = grading of tender "i" for this award criterion

$P_{\min}$  = price corresponding to the lowest regular tender

$P_i$  = price of the contract corresponding to the tender "i"



## **6 Tender and submission**

### **6.1 Format of the tender**

The tender should be sent in PDF form to the client via [johan.boonen@watertruck.eu](mailto:johan.boonen@watertruck.eu).

The tender shall contain – in the same order and numbered consecutively – the following documents:

1. A signed cover letter;
2. The documents concerning the award criteria:
  - i. Experience and knowledge of the workers concerned, including CVs of the employee(s) (cf. Article 5.1);
  - ii. Plan of action, declaration regarding availability of staff and continuity of service (cf. Article 5.2);
  - iii. The registration form.
3. The necessary documents showing the authority of each of the persons signing the tender to bind the company/group of economic operators.

### **6.2 Signature of the tender**

The documents, particularly the tender and the registration form, to be signed by the tenderer or his authorised representative.

In case of submission of a tender by a group of economic operators, a signature must be placed by an authorised person or authorised persons for each participant in the group. In case of submission of a tender by a group without legal personality, each participant in the group is linked jointly and severally.

The tenderer or his authorised representative must also sign all deletions, rewrites, additions or changes, both in the tender and in the annexes, which may impact on essential conditions of the contract such as price, deadlines, technical specifications etc.

### **6.3 Submission of tenders**

Each tender must be delivered to the client by e-mail to [johan.boonen@watertruck.eu](mailto:johan.boonen@watertruck.eu) before 22/06/2018 at 09:00. To prevent problems with spam filters and similar, it is best that the applicant checks receipt by phone.

The client's administration reserves the right to change this date and time and will communicate this promptly to the parties involved.



## **6.4 Price determination**

### **6.4.1 Method of price determination**

This contract is a global price contract whereby under this global price, a global and fixed daily price per person-day is understood. Each tenderer must submit their quote in the form of a flat-fee daily rate per person-day.

Tenders with a daily rate higher than EUR 850 (excl. VAT) per person-day are excluded.

The contract is limited to 60 person-days. The maximum number of billable person-days is limited to 60 person-days. The contracting authority is not, however, bound by this maximum number of person-days and may decide that the contractor will carry out fewer person-days.

### **6.4.2 Bonus system**

The contracting authority notes that for each vessel for which a successful business case is made (as described in Article 10.2), a fixed additional payment of EUR 350 (excluding VAT) by way of a bonus, is provided.

The maximum number of vessels to which this fixed additional fee is valid, is limited to 150 vessels.

No fixed additional compensation is provided by way of a bonus per vessel above this maximum number of vessels for which a successful business case is made.

### **6.4.3 Price revision**

No price revision shall apply to this contract.

### **6.4.4 Included price elements**

The following costs, service, etc. are included in the global daily price:

- administration and secretarial services;
- movement and transport costs within the region and insurance costs;
- the documentation linked to the related services;
- the delivery of documents or items that are inherent to the implementation;
- the fee for the transfer of rights as referred to in Article 8.3.

Occasional transfer to the offices of Watertruck+ as required. The travel costs for these trips will be reimbursed separately; the estimated budgets must be approved in advance.



### **6.5 Commitment term**

The tenderer is bound by his tender for a period of 90 calendar days, starting on the day after the opening of the tenders.

These terms can be extended by agreement of the tenderer.

### **6.6 Secondary participants**

The tenderer shall indicate in his application form any proportion of the contract he may intend to sub-contract and the identity of the subcontractors that he proposes.



## **7 Implementation mode**

### **7.1 Assignment**

The performance of the contract begins on the day of dispatch of the notification of the assignment, or on the date stated in the email pertaining to the assignment decision sent by the client to the chosen service provider.

The client is not required to assign the contract and can dispense with the award of the contract or can restart the procedure – if necessary in a different way – without the tenderers being able to claim any compensation.

### **7.2 Billing and payment methods**

Invoices or credit notes – in addition to legal requirements – need to include the following additional information/documents:

- Reference to the tendering specifications number
- Progress report, if applicable
- Date
- Number of person-days worked, confirmed on the basis of reports, a time registration system or other objectively verifiable system
- With the final invoice: number of vessels for which a successful business case was made
- Total price
- Applicable value added tax

The invoices must be sent by post to:

Watertruck+ bvba  
Oostdijk 110  
2830 Willebroek  
BE 0651.816.739

The agreed fee can be billed with each end of quarter. The service provider will invoice the number of person-days after each quarter on the basis of the number of person-days performed during that quarter.

For the invoicing of the bonuses provided for in Article 6.4, the service provider shall send a final invoice to the contracting authority along with the acceptance document, stating how many successful business cases were delivered. Only bonuses for business cases that were approved in the acceptance document (and therefore were regarded as successful) may be invoiced.



### **7.3 Payment period**

Payments are made within thirty (30) days from the date on which the client receives a regularly formatted and approved invoice.

The payment of the final invoice is made within thirty (30) days from the date on which the client receives a regularly formatted and approved invoice, accompanied by the acceptance document.

### **7.4 Payment in advance**

This is not allowed.

### **7.5 Acceptance**

From the date of the termination of services, which is determined as 31 December 2019, the contracting authority shall have a period of 30 days to fulfil the formalities relating to the delivery and to notify the service provider of the outcome. This period shall begin insofar as the contracting authority has simultaneously been provided with a list of the vessels for which a successful business case was made.

When the services are terminated in advance (in the event that the maximum number of person-days has already been performed) or after this date, the service provider shall inform the leading official by registered mail and will ask him to proceed with completion. In that case, the 30 day period shall start to run from the date upon which the request is received from the service provider. This period shall begin insofar as the contracting authority has simultaneously been provided with a list of the vessels for which a successful business case was made.

### **7.6 Performance of the proposed team**

The service provider undertakes that all parts of the service assignment are to be performed by the employees and subcontractors named in the tender. The service provider may, during the implementation, only substitute the named people by third parties if the service provided proves that such third parties have the same capabilities as the persons and subcontractors proposed in the tender and as far as the contracting authority has agreed this in writing prior to the substitution.



## 7.7 Changes to the contract

### 7.7.1 General

Over the course of the execution of the contract, the client will have the option to make substantive adjustments to meet the needs of the client as long as these do not deviate from the basic description of the contract.

Substitution of the team members noted in the tender is only possible after submission to, and written approval from, the client.

### 7.7.2 Charges which have an impact on the contractual amount (Article 38/8 Royal Decree of 14 January 2013)

Amendments to the charges that affect the contractual price may give rise to an adjustment of this price subject to the following conditions:

- The changes to the charge must have actually come into effect after the 10th day before the deadline for receipt of tenders. Charges that had previously been in force may not give rise to a revision;

The revision applies both to an increase in the charges, and to a reduction in the charges.

The contractual price will then be adjusted accordingly, unless the service provider, when reducing the charges, submits explicit proof that these relevant charges have been paid at the previous (higher) tax rate. In this case, the price will not be revised downwards in accordance with the new lower charges.

With a view to the application of the relevant revision, the service provider must submit a quantified and justified requirement within the meaning of Article 38/16 Royal Decree of 14 January 2013 within the period of 90 days following the date of service of the PV of completion.

### 7.7.3 Unforeseen circumstances on the part of the service provider (Article 38/9 and 38/10 Royal Decree of 14 January 2013)

- a) Where the service provider can demonstrate that the balance of the contract is disrupted to his disadvantage by circumstances that are foreign to the client and which were not reasonably foreseeable at the time of the submission of the tender, which cannot be avoided, and the consequences of which cannot be remedied notwithstanding the fact that the service provider has done everything necessary to this end, the service provider may claim the following revision:
  - o extension of term;
  - o in the event of a very significant drawback, another form of review or the cancellation of the contract.
- b) Where the balance is disrupted in favour of the service provider under any circumstances that are foreign to the client, the contract can be revised:
  - o either by a shortening of the completion deadline on the part of the service provider;





- o or when there is a very important advantage on the part of the service provider, by another form of review or termination of the contract for the benefit of the contracting authority.
- c) The disadvantage or benefit experienced by the service provider is deemed to reach the very important disadvantage/advantage threshold if the disadvantage or advantage amounts to at least 15% of the initial contractual amount.

#### 7.7.4 Facts of the contracting authority and of the service provider (Article 38/11 Royal Decree of 14 January 2013)

When the client, as a result of omissions, delays or other reasons that are the responsibility of the service provider, suffers a disadvantage, a review of the contract may be carried out and this can consist of one or more of the following measures:

- the adjustment of the contractual provisions including shortening the deadlines;
- compensation;
- cancellation of the contract.

When the service provider, as a result of omissions, delays or other reasons that are the responsibility of the client, suffers a disadvantage, a review of the contract may be carried out and this can consist of one or more of the following measures:

- the adjustment of the contractual provisions including extending the deadlines;
- compensation;
- cancellation of the contract.

#### 7.7.5 Replacement of the service provider in the event of bankruptcy (Article 38/3 Royal Decree of 14 January 2013)

In the event of bankruptcy of the service provider, the assignment can be transferred to a company proposed by the trustee in bankruptcy, for example to the subcontractors, if the client agrees to this in writing.



## **8 General provisions**

### **8.1 Absence of employer-employee relationship**

The persons who are appointed by the service provider to perform the contract are assigned under the exclusive authority of the service provider. Under no circumstances are they, or self-employed managers, under the authority of the client.

Service provider shall, at the request of the client, provide evidence that his appointees:

- are either employed with employee status;
- or are self-employed and comply with all regulations pertaining to social security and the tax on wages and salaries deducted at source.

In addition, the service provider – at the request of the client – may have to prove during the execution of the contract that he remains compliant with social security and the tax on wages and salaries deducted at source.

The obligations of the service provider in respect of fiscal and social security legislation are under no circumstances the responsibility of the client.

### **8.2 Confidentiality**

The service provider and the client shall ensure the confidentiality of all information, which is obtained within the contract and which is explicitly described by the party as confidential information. This shall not be disseminated to third parties without the written consent of the other party.

Moreover, the service provider undertakes not to communicate to a third party any of the data or information of which he becomes aware by or through the performance of the contract, in addition to statements and documents resulting from the processing of that information, without the express written consent of the client.

The service provider and the client will only distribute this confidential information to those employees who are directly involved in the assignment or who use the delivered goods insofar as this is necessary for the correct use of these delivered goods. It must be ensured that these employees know and respect the obligations regarding the confidential nature of the information.



### **8.3 Intellectual property**

The service provider shall transfer to the client all of its property rights in respect of the work of which he is (co-) author and which he developed for the execution of this contract.

The transfer of all property rights applies both to the service provider and to all persons upon whom the service provider relies, such as his staff or a subcontractor, or will do so for the execution of the contract.

The charge for this transfer of rights is included in the global price per person-day.

The service provider grants the client permission to communicate to the public under the name of the client those products that have been created for the execution of this contract and to exploit them under that name.

The service provider grants the client the right to transfer all or part of the rights that the client acquires within the framework of this assignment or to grant exclusive or exclusive rights of use for this purpose.

The service provider guarantees – without limitation of amount – any claim that a third party would make on account of non-compliance with the intellectual rights of this third party.

### **8.4 Liability**

The service provider shall be liable for any possible damages (including possible penalties to be charged to the client) that the client suffers or is owed to third parties directly or indirectly as a result of delays or shortcomings of the service provider.

The service provider undertakes to perform its obligations in good faith according to the highest standards, with a view to the success of the contract.

### **8.5 Legal remedies and penalty clause**

The service provider is to be given notice of default in connection with the performance of his contract, including:

- if the performance is not fully completed within the contractually stipulated period or by the various dates set for partial completion;
- regardless of the instant of time, if the performance is not progressing in such a way that it can be fully completed by the set dates;
- if he does not comply with the valid written orders of the client;
- when the performance is not carried out according to the requirements defined in the tendering specifications.

The defences available to the client are those provided for in Article 45 et seq. of the Royal Decree of 14 January 2013 (including notice to pay or perform, penalties, fines imposed for late execution, official measures, compensation, exclusions, discount due to loss of value, disruptions).



## **8.6 Applicable law and competent court**

By submitting a tender, the service provider accepts that Belgian law is applicable.

In the event of any dispute between the parties, the service provider acknowledges the exclusive jurisdiction of the courts of Hasselt.



## TECHNICAL PROVISIONS

### 9 Framework for the contract within the “Watertruck+” project

#### 9.1 History of and necessity for “Watertruck+”

With Watertruck+, the aim is to further develop and optimise freight transport on small inland waterways by introducing a new navigation concept consisting of a push tug and customized barges or self-propelled barges. In this way, the efficient and flexible road transport model can be applied to inland navigation.

The Watertruck concept aims to provide a solution to the greatest threats and limitations of current traditional inland navigation:

- the rapid disappearance of small inland waterway vessels and the great diversity of the supply side in the transport market,
- the relatively high costs for inland waterway transport as a result of the link between loading/unloading and navigation,
- the shortage of labour for inland navigation on small waterways (CEMT I-IV)
- Capital-intensive investments in equipment with a long yield horizon, great uncertainty about residual value and lack of custom funding sources
- Lack of standards resulting in high production costs for vessels and limits on the interchangeability of vessels.

In 2010, Watertruck began as an Interreg IVB project. At the end of the Interreg project in 2014, the economic and operational potential of the concept was apparent. Further roll-out and scale-up on the European level was needed. This was achieved in February 2015 when the Watertruck+ project was submitted as part of the 2014 call for tenders of CEF Transport. This project was approved in December 2015 through the signing of Grant Agreement GRA151203\_2014-BE-TM-0578-S.

#### 9.2 Objective of Watertruck+

The main objectives of Watertruck+ are:

- Strengthening of the relationship and the interoperability of the large waterways in the TEN-T core network and the smaller waterways in the EU,
- Organisation of test projects with a fleet of 31 vessels to be built (push tugs, barges and self-propelled barges) in accordance with a certain set of standards and requirements;
- The development of a master plan (including a financial toolbox and funding strategy) for the introduction of the concept on a large scale with 500 vessels.

It is crucial to note that the aim of Watertruck+ is standardisation. It is envisaged that a number of standards will be developed as a function of the interoperability of all vessels (ship design, propulsion power, type of



propulsion, coupling system, etc.) but also as a function of the limitations of the small waterways in the different European regions. This suggests that more than one standard will need to be developed.

A small fleet of vessels to be built will be deployed using various flows during a pilot phase, which runs from 2017 up to and including 2019:

- Flows from private investors (operators) who are willing to invest in the concept;
- Flows of shippers who make their flows available to the project;
- Other flows, yet to be defined.

From this pilot phase, operational parameters are achieved that relate to the necessary investments and the operational costs associated with the exploitation of the concept. These parameters will be used in rolling out the concept to develop within the master plan to be developed.

The master plan aims to build viable business cases for about 500 vessels in accordance with the Watertruck+ concept throughout the territory of the European Union.



## **10 Description of the contract**

This section provides a description of the contract. The tenderer must present their vision/propose a solution. If certain objectives cannot be provided, this must be stated as such.

### **10.1 General description of the contract**

The overall objective of the master plan is to convince the regions, operators and investors to participate in Watertruck+ so that the concept can be upgraded to EU level. Through this innovative and sustainable waterway concept within Europe, interconnectivity and interoperability with other relevant means and means of transport (via the water) will increase both considerably and in a sustainable manner.

The proposed upgrading of the master plan, over a period of about 10-15 years, entails the construction of a fleet of about 500 barges and push tugs in total, provided that the private market also picks up the implementation of the business plan. This fleet is leased or sold to interested parties including skippers, logistics operators and sea terminals or inland terminals so as to be used within the core network as an innovative and sustainable means of transport that enables optimal use of the core waterway network and better connectivity with the smaller waterways.

In a first phase, at least 31 vessels will be built and we foresee three types. As an indication, we are assuming 12 non-self-propelled barges and three push tugs to transport them and to push the convoys onto the core network, as well as 16 self-propelled barges that can also be coupled for convoy transport. As a result of convoy transport, the toxic/harmful emissions will continue to decrease in this instance. Of course, these self-propelled barges can also navigate individually over short distances on the small waterways.

The EU funding will also arrange, in part, for the construction of mobile equipment as well as pilot projects with the aim of evaluating and adapting the business plan and also supporting the development of the value proposition to attract other financial instruments for the transnational roll-out. Finally, a financial toolbox will be provided. Among other things, strategies for financing will be developed, e.g. the provision of investment options of the European Commission working group providing financing opportunities for the innovation of the fleet and the European Investment Bank (EIB). All these components, the result of the testing, the value proposition, the business cases and the financial toolbox will be part of the overall Master plan.

The aim of this activity is to develop a master plan to upgrade the Watertruck+ concept and expand it at EU level. We want to expand the fleet of 31 units to about 500 units. The expansion of Watertruck+ will then result in a modal shift away from road transport, a reduction in road congestion, and a significant decrease in toxic/harmful emissions. In addition, Watertruck+ will strengthen the position and throughput of the TEN-T network and the adjacent smaller waterways. A European expansion of Watertruck+ is an irreversible innovation for domestic shipping.



Within this activity, we provide the following actions:

1. Development of tools for the upgrade (a value proposition and financial toolbox); the toolbox will consist of funding strategies based on experiences of construction costs and operating costs
2. The value proposition and financial toolbox are the prospectus and the portfolio of Watertruck+. The document contains all the information for potential investors in Watertruck+. For example, it describes financial implications and investment options, the performance of Watertruck+ (logistics, environmental and commercial nature), the business cases of Watertruck+ and market opportunities.
3. Regional market analysis and development of business cases (socio-economic) as well as a cost-benefit analysis (CBA) will be carried out. Furthermore, market analyses are developed in such a way that we can choose target regions, shippers and operators to start new Watertruck+ operations. Some regions and private parties previously showed an interest in Watertruck+. They are Brussels (Belgium), North Brabant (Netherlands), and the ports of Strasbourg and Northern France (France) and Hamburg (Germany).

## **10.2 Specific description of the contract**

The tenderer is expected, in their capacity as an external, local expert, to provide support to the project consortium in the implementation of Activity 7 of the project. This support takes the form of:

- Selecting local economic operators (shippers, receivers, inland shipping companies) who are already active in inland navigation or who can reasonably be expected to offer potential for inland navigation
- Accessing the right stakeholders in these organisations in order to convince them of the potential added value of the Watertruck+ concept for their organisation, together with a view on how this concept could be applied.
- Using the calculation module developed by Watertruck+ and, where necessary, supplemented with own calculations, to develop realistic, positive business cases for investment and operation of the Watertruck+ concept, with the aim of increasing the share of inland waterway transport in the modal split of the organisation concerned.
- Where necessary, combining the situations of different organisations to achieve an economic and social win-win situation.
- Delivery of viable economic business cases for the financing, construction and operation of Watertruck vessels.

A viable business case is understood to mean: an economically profitable operation of newly built Watertruck vessels. The calculation of the business case uses the parameters supplied by Watertruck+ bvba (technical parameters for the vessels, cost indications for new builds), reasonable assumptions about market developments in the medium to long term, existing local, regional, national or European support measures, assumptions about financing costs and opportunities. Business cases are reviewed and evaluated over a period of between 20 and 30 years.

Viable business cases are submitted for validation to the client. After a positive validation, the successful business case is eligible for a bonus as defined in article 6.4





## **11 Lead time**

The duration of the contract amounts to a maximum of 16 months. The order should be carried out in full between 1 September 2018 and 31 December 2019 at the latest.

## **12 Collaboration between the client and the service provider**

- Throughout the implementation period of this agreement, there should be close and full cooperation between the service provider and the client.
- All communications between the client and service provider and any reporting happens in Dutch or in English.
- Meetings between the service provider and client will be arranged on a regular basis in order to discuss the advancement of the contract as well as possible reorientations, interim reports to be approved, and all necessary decisions to be taken.
- The lead official has the right to make changes to the program during implementation with the consent of the service provider or at their request. The modalities of these changes must be the subject of an update to the contract.