

SUITABILITY REQUIREMENTS

(As referred to in sections 2.90 through 2.98 of the Dutch Procurement Act and Part IV of the European Single Procurement Document (ESPD))

The purpose of the Suitability Requirements is to assess whether the Contractor is suitable to fulfil the Agreement in the opinion of the Contracting authority.

By signing the appendix 1 European Single Procurement Document (ESPD) (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Contractor declares that he complies with the Suitability Requirements as specified in this subsection of the Tender Document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

The following suitability requirements are addressed below:

- A. Financial and economic standing;
- B. Technical and professional competence - References;
- C. Technical competence and professional ability - Certification.

A. FINANCIAL AND ECONOMIC STANDING

The Contractor has a stable business of which continuity is guaranteed during the execution of the Assignment. By signing the European Single Procurement Document, the Contractor declares that he possesses sufficient financial and economic capacity to fulfil the contractual obligations.

If the Contractor has a duty of audit, the Contractor first declares, by signing the ESPD, that the most recent audit in the financial statements does not contain a paragraph with negative continuity expectations.

If the Contractor is not subject to an audit obligation, the Contractor declares -by signing the ESPD- that the financial and economic capacity of the enterprise is such that the continuity of the services during the term of the assignment is not expected to be jeopardized.

The Contracting Authority has the right to request the following documents that proof the Contractor's economic and financial standing:

- A copy of the financial statements and auditor's report and/or a review or composition statement and/or a statement of financial continuity.
- A statement, signed by a recognized organization auditor or bank, that the provider is solvent.
- Annual financial reports for the past 3 years, such as the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established. Or a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Contractor's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Contractor must provide a statement (appendix 4 "Holding Statement") from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorized representative.

The Contractor's tender complies with the following requirements regarding financial and economic standing. By signing the UEA form, the Contractor declares that he has the following supporting documents. The Contractor proves its financial and economic standing by means of the following supporting documents:

COVERAGE OF LIABILITY RISKS

By signing the ESPD, the Contractor declares that he has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the Assignment and that in the event of the Agreement being awarded to him, will remain sufficiently insured throughout the duration of the Assignment(s). He has the following insurances, or will take them out when awarding the contract:

- Company liability insurance covering damage to persons and/or property and consequential loss in the unlikely event of an incident occurring during the journey.
- The Contractor has or declares when awarding any Agreement that he will take out, insurance against business risks covering possible damage during the performance of the Agreement. Liability for damages caused by the Contractor is covered up to € 1,500,000 per event and € 3,000,000 per calendar year for at least the duration of the agreement.
- Is a Calamity Fund applicable? If yes, which one and to what extent?

These corporate liability requirements apply to the execution of the Assignment. Within seven (7) calendar days of receipt of the Award Decision, the Contractor shall submit the evidence pertaining to this requirement.

KNOW YOUR SUPPLIER

The Contractor who receives the Award Decision submits within seven (7) calendar days the KYS Information according to appendix 13 and substance acceptable to the Contracting Authority.

B. Technical and professional competence - References

REFERENCE PROJECTS/ASSIGNMENTS

The Contractor submits one reference for the described core competency. The reference is from a similar core competency from the past three (3) years for a period on a contract basis. The Contractor shall use Appendices 3a, 3b, 3c, 3d 'Format Reference' for this purpose.

The Contractor proves that it possesses the core competency required to successfully complete this Assignment. The Contractor may invoke the technical capacity of other natural or legal persons. In that case, the Contractor must actually and irrevocably deploy those other natural or legal persons in the performance of the assignment, insofar as it concerns the parts to which the technical capacity relates. If the Assignment is awarded to the Contractor, he is obliged to deploy them.

The Assignment was satisfactorily executed at the referent. This means that agreements regarding consultancy services for project design, supervision training, and sediment management plan for the flood protection have been met during the performance of the services. Further evidence does not need to be submitted. However, the Contracting Authority may check references, whether by means of random checks, also directly with the referent. If a possibly checked reference gives good reason to do so, including any substantial and substantiated dissatisfaction, the Contracting Authority may exclude the Contractor. The Contracting Authority will not do so without giving the Contractor the opportunity to express his views on the reference.

Competence 1:

In a previous Assignment for Flood Protection in a developing country¹, the Contractor was responsible for 'Detailed Project Engineering Design'. The reference relates to a detailed engineer design for a works contract with a minimum value of € 5,000,000.

Due to the large size, the complexity and the risks of the Assignment, the Contracting Authority requests two (2) references for this key competence.

Competence 2: In a previous Assignment for Flood Protection in a developing country, the Contractor was responsible for 'Supervision of Works'. The reference relates to supervision of a works contract with a minimum value of € 5,000,000.

Due to the large size, the complexity and the risks of the Assignment, the Contracting Authority requests two (2) references for this key competence.

Competence 3: In a previous Assignment for Flood Protection in a developing country, the Contractor was responsible for 'Developing a Sediment Management Plan or equivalent'. The reference relates to the evaluation-contract for a project with a minimum value of € 100,000.

Competence 4: In a previous Assignment in a developing country, the Contractor was responsible for 'technical assistance and training for the supervision and operations and maintenance of civil works'. The reference relates to the evaluation-contract for a project with a minimum value of € 100,000.

The references must be in line with the relevant core competencies and must comply with the conditions set out below, on pain of exclusion from the Tendering Procedure. If these conditions are not met, there is an invalid Proposal, and your Proposal will be set aside. The following conditions apply to all references:

- The Contractor shall attach two (2) references for key competence 1 and two (2) references for key competence 2, one (1) reference for competence 3, and one (1) reference for competence (4) using the attached reference forms (appendices 3a, 3b, 3c, 3d). If the Contractor wishes to use the same reference for several key competencies, the Contractor shall submit this reference separately for the relevant key competencies. In total, the Contractor therefore submits six (6) reference forms with his Proposal.
- The references will be submitted in accordance with the 'Format Reference' developed for the relevant core competency as included in appendices 3a, 3b, 3c, 3d.
- For the submitted references, the Contractor acted as the main Contractor or the party with final responsibility.
- If the Contractor performed the references in consortium, only its share in the references will count towards the Assessment of whether the key competence is met.
- The references must have been performed or be in the process of being performed in the previous three (3) years, counting from 6 March 2023. For the references that are still in progress, this reference must have been started at least one (1) year prior to 6 March 2023.
- The references have been carried out to the satisfaction of the reference (client).
- The references will be submitted with the Proposal.
- The references **need not also be signed by the reference (client) when submitting the Proposal**. The Contractor who receives the Award Decision will be requested to submit the references also signed by the reference (client).
- The reference (client) who signs the relevant references is someone from the management team or with a comparable position. He/she is a person who still works there and can state that he/she is satisfied with the execution of the Assignment by the Contractor and that the Assignment was executed by the Contractor in accordance with what the Contractor stated on the 'Format Reference (appendices 3a, 3b, 3c, 3d)'.
- The references of the Contractor have been duly signed by an authorized representative of the Contractor. In case of a consortium, the coordinator of the consortium will sign the references in a legally valid manner.
- The Contracting Authority reserves the right to check the reference(s) for accuracy. Inaccuracies or incompleteness regarding the references provided may lead to exclusion from the further Tender Procedure.
- If the Contractor registers as a consortium, the above minimum requirements will be met jointly.

¹ A developing country is a sovereign state with a lesser developed industrial base and a lower Human Development Index (HDI) relative to other countries.

C. TECHNICAL COMPETENCE AND PROFESSIONAL ABILITY - CERTIFICATION

QUALITY ASSURANCE ISO-9001 OR EQUIVALENT

The Contractor is preferably ISO certified. If he is not ISO certified, he is requested to submit a planning in which he expects to obtain this or a comparable other quality system (at least equivalent to the NEN-EN-ISO standard) with which he can prove that the objective is guaranteed in his operational management:

- ISO 9001:2015 (management);
- ISO 27001:2013 (information security).

The Contracting Authority considers the other (own) quality management system as equivalent to the NEN-EN-ISO standard, if this quality management system contains at least the following aspects:

- A policy statement by the management, from which it follows that the quality policy is known to all employees, that it is suitable for the organization and that it is assessed on a regular basis;
- SMART objectives to deliver quality services/products;
- (Where relevant) Job descriptions (competence requirements, responsibilities and competences) for staff carrying out activities that affect the quality of the services/products to be delivered;
- An internal communication structure (management and the rest of the organization) and an external communication structure (with the external customer);
- The controlled conditions under which the production process takes place/services are provided and the associated procedures and work instructions;
- Criteria for assessment, approval and delivery of the products/services;
- The purchasing process with corresponding purchasing specifications and approved suppliers/service providers;
- A complaints procedure that ensures that complaints are resolved in such a way that they will not occur in the future;
- The way in which documents are managed at the Contractor.

Within seven (7) calendar days of receipt of the Award Decision, the Contractor shall submit a copy of the ISO 9001:2015 and the ISO 27001:2013 certification or the requested documents as evidence pertaining to this requirement.

SUSTAINABILITY

The Contractor submits his Sustainability or ESG Policy within seven (7) calendar days of receipt of the Award Decision. If the Contractor involves a consortium, then every member of this consortium must provide the aforementioned evidence.

Within seven (7) calendar days of receipt of the Award Decision, the Contractor shall submit the evidence pertaining to this requirement.

SUSTAINABILITY CODE OF CONDUCT

The Contractor declares that in performing its work he will comply with the rules as described in appendix 15: 'Sustainability Code of Conduct'.

The Contractor shall complete appendix 15a 'Self-assessment Form Sustainability Code of Conduct' for this purpose. If the Contractor involves a consortium, then every member of this consortium must provide the aforementioned evidence (appendix 15a) separately. Appendix 15a shall be submitted with the registration.

Professional competence – Registration national professional or trade register

The Contractor certifies that he is registered in the national professional or commercial register of the country of origin according to the requirements of the country where he is located.

The Contracting Authority expects the Contractor to be authorized to practice his trade. For this reason, the Contracting Authority requests the Contractor to prove that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

It is also vital that the signed documents included in the Proposal have been signed by a legally authorized representative of the Contractor. For the Contractor, Alliances and Third Parties, the legal entity mentioned in the statements must be equal to the legal entity that participates and has submitted an ESPD for that purpose.

To establish the legal validity of the signed statements, declarations, and other evidence, a recent and up to date (**max. six months old**, counted from the time of submission of the Proposal) extract from the professional register or trade register must be provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorization of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorization of the signatory must be provided by one of the parties featured on the extract, in the form of a statement (the power of attorney) declaring that the signatory was authorized to legally bind the Contractor at the time that he signed the documents.

You are requested to submit the following documents:

- Proof of registration in the Commercial Register (copy of a recent extract from the Chamber of Commerce) not older than six months;
- And, if applicable, one (or more) power of attorney(s).

If the Contractor involves a consortium, then every member of this consortium must provide the aforementioned evidence separately.