



# **Selection Guide**

**European**

**Negotiated procedure**

**with regard to**

**design and turnkey installation**

**of a**

**Heating plant**

**for**

**Warmtebedrijf Oost-Wageningen B.V.**

Contracting Entity : Warmtebedrijf Oost-Wageningen B.V.  
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## 0 PART A – SELECTION PHASE

### 0.1 Purpose Selection Guide

This Selection Guide contains all relevant information regarding the proposed contracts and the procedure for this negotiated procedure with prior call for competition pursuant to Part 3 of the Dutch Public Procurement Act 2012 (Aanbestedingswet 2012, hereafter “the Act”) in relation to the current project for Warmtebedrijf Oost-Wageningen (hereafter “WOW” or “Contracting Entity”), which is relevant at this stage.

The Contracting Entity aims, through this procurement procedure, to ultimately select one contract party from four selected candidates in the tender and negotiation phase for the design and realisation of a heating central for Warmtebedrijf Oost-Wageningen.

This Selection Guide is structured as follows:

#### Part A: Selection phase

- Chapter 1 contains general information about the contracts.
- Chapters 2 and 3 contain information on the procedure, the exclusion grounds, and the suitability requirements.
- Chapter 4 sets out the selection criteria.

#### Part B: Draft documents Negotiation and tender phase

- Chapter 1 contains general information about the procedure.
- Chapter 2 contains information about the contract
- Chapter 3 sets out the award criteria.

In addition, the following annexes form an integral part of this Selection Guide:

- Annex A1 – Project Description
- Annex A2 – Draft Demarcation
- Annex B1 – Uniform Europees Aanbestedingsdocument (UEA)
- Annex B2 – European Single Procurement Document (ESPD)
- Annex C – Declaration of No Russian Involvement
- Annex D – Reference Template Core Competencies
- Annex E – Reference Template Selection Criteria
- Annex F1 – Market consultation information
- Annex F2 – Summary market consultation sessions
- Annex G – Checklist Selection Phase



# 1 General information

## 1.1 Short introduction to WOW

In 2018, residents of the Benedenbuurt in Wageningen united to form the cooperative Warmtenet Oost-Wageningen (Coöperatie WOW U.A.) with the aim of realising a collective, sustainable heating solution and making their neighbourhood natural-gas-free. In subsequent years, a collaborative structure was established between the Cooperative and the Municipality of Wageningen. Together, these parties founded Warmtebedrijf Oost-Wageningen B.V. (WOW), which will supply heat to the residents of the Benedenbuurt.

Warmtebedrijf Oost-Wageningen B.V. is a Contracting Entity as defined in Article 3 of Directive 2014/25/EU and Article 1.1 of the Dutch Public Procurement Act 2012 (special-sector entity).

## 1.2 Project information

Prior to this procurement procedure, the Contracting Entity familiarised itself with prevailing standards and the most suitable procurement approach. Through this market exploration, the Contracting Entity was able to prepare these tender documents in a manner that aligns with market practice. As part of the market consultation, discussions were held with a number of parties. These parties did not receive access to these tender documents, nor did they gain insight into the chosen principles set out herein. More information with regard to the market consultation can be found in Annex G1 and G2.

The project encompasses the design and realisation of a comprehensive heating solution serving approximately 461 consumers through an innovative combination of heat pump technology and natural-gas backup systems, all housed within a carefully designed technical building that complies with stringent local planning requirements and environmental considerations.

The turnkey contract is part of the project described in Annex A – Project Description. In summary, through this tender the Contracting Entity intends to contract one (1) party for a comprehensive turnkey contract covering the design, supply, installation, testing and commissioning of a complete district heating plant for WOW in Wageningen, the Netherlands. The scope encompasses the design and realisation of all technical systems, building integration works and auxiliary installations necessary to deliver a fully operational heating facility meeting all specified performance criteria and regulatory requirements. The turnkey contract is hereinafter referred to as the “Turnkey Contract”, “Contract” or “Agreement”.



For the duration of the tender procedure, the Contracting Entity will use the following definitions:

Candidate Applicant	a market party interested in this procedure.
Applicant	a market party that has submitted an application to participate in this procedure.
Tenderer	an Applicant that has been selected by the Contracting Entity and invited to participate in the second phase of this procedure.
Turnkey Contractor / Heating Plant Contractor	the Tenderer to whom the Contract will be / has been awarded.

For this selection phase, the project is described in Annex A - Project Description, which outlines the overall scope and fundamental project requirements.

For the subsequent second phase (the negotiation and tender phase), the Contracting Entity will issue a series of more detailed technical specifications that will provide the full set of technical parameters, performance requirements, quality standards, and delivery obligations for the relevant system components. These forthcoming specifications will cover, among other elements, the heating plant facility, heat pump systems, gas boiler installation, internal technical building structures, and integrated technical installations including control and monitoring systems.

Technical advisory services for this tender and the subsequent contract administration are provided by PlanEnergi. All technical clarifications, interpretations of specifications, and guidance regarding tender requirements must be submitted through TenderNed.

### **1.3 Contract Structure and Indivisibility**

The decision to award this tender as a single, indivisible contract is based on the integrated nature of the heating plant design and the critical importance of unified responsibility for overall system performance. Achieving proper design coordination, interface management, performance optimisation and commissioning requires seamless integration across all technical disciplines and system components.

A single-contractor approach ensures clear accountability for system-wide performance, simplifies contract administration and reduces the risk of interface disputes that may arise when multiple contractors share responsibility. While the Turnkey Contractor is permitted to subcontract specialist activities, the Turnkey Contractor retains full responsibility for coordination, quality,



safety and timely delivery of the complete installation.

This contract structure requires Candidate applicants to demonstrate comprehensive capability across mechanical engineering, electrical systems, civil and building works, control system integration and project management. Candidate applicants may also form consortia or partnerships combining complementary competencies, provided that roles, responsibilities and decision-making authority are clearly defined in the proposed organisational structure.

#### **1.4 Communication**

The entire procurement procedure and the performance of the Contract will be conducted in the English and/or Dutch language, both in writing and orally. Questions submitted by Candidate Applicants, both in English and Dutch, will be answered in English.

All communication regarding this procurement procedure shall take place exclusively via TenderNed. Oral statements or commitments shall have no legal effect. Questions submitted by telephone or by means other than TenderNed will not be processed.

The Contracting Entity does not permit Candidate Applicants, Applicants or Tenderers to communicate about this procurement procedure in any other manner with employees of the Contracting Entity or its advisers than as described in this Selection Guide. Any communication in another manner or with other employees/advisers than the designated contact person is entirely at the risk of the Candidate Applicant, Applicant or Tenderer and may give the Contracting Entity grounds to exclude the party concerned from further participation. Any attempt to influence, in any manner whatsoever, employees or advisers involved in this procurement procedure will result in exclusion from participation in this procedure.

#### **1.5 TenderNed & Technical Support**

##### **Document Submission Requirements**

All requests for information, requests to participate, tender submissions – including applications, detailed offers, supporting documentation and any requested clarifications – must be uploaded and submitted via the [TenderNed](#) platform before the applicable deadline. Submissions by e-mail, physical delivery or alternative electronic means are not permitted and will result in rejection of the tender.



## Platform Functionality Support

Technical questions regarding the operation of TenderNed, document upload procedures, file format compatibility or system access issues should be addressed to TenderNed's dedicated support service, not to the Contracting Entity. Support contact information and documentation are available at: <https://www.tenderned.nl/cms/en/english/tenderned-dutch-governments-online-tendering-system>. You can also contact the Service Desk at +31 70 379 88 99 or by e-mail via the contact form on the TenderNed website. Opening hours are Monday to Friday from 8:30 to 17:00 (CE(S)T).

Candidate Applicants are advised to familiarise themselves with the TenderNed platform well in advance of submission deadlines and to initiate document uploads in good time in order to accommodate any unforeseen technical difficulties.

### 1.6 Project Timeline

Contract Award (12-2026/01-2027):	Contract execution, mobilisation activities, and preliminary coordination meetings between contractor, client, and regulatory authorities.
Permits & Approvals (2026-2027):	Submission and processing of building permits, environmental approvals, and utility connection authorisations. This phase runs concurrently with detailed design.
Detailed Design (2027):	Development of complete construction documentation, finalisation of equipment selections, and regulatory submissions. Design must be completed and approved before major procurement activities commence.
Construction & Installation (2028-2029):	Site preparation, equipment delivery, mechanical and electrical installation, and system integration. This represents the most resource-intensive phase of the project.
Commissioning & Handover (Late 2029/Early 2030):	System testing, performance verification, operator training, and final documentation delivery culminating in project handover to the client.
Service & Maintenance Period (2030–2035, with optional extension to 2040):	Following commissioning and handover, the contractor shall provide scheduled service and preventive maintenance of the installed systems for a period of five (5) years. The scope includes periodic inspections, component servicing, warranty-related corrective actions, and system performance monitoring as required under the contract. This phase does not include daily operational activities, which remain the responsibility of the Client. The Client reserves the right to extend the service and maintenance agreement for an additional period of up to five (5) years under the same contractual framework.



## 2 Procedure

### 2.1 General

The Contracting Entity has opted for a European negotiated procedure with prior call for competition, in accordance with Part 3 of the Dutch Public Procurement Act 2012 (implementing Directive 2014/25/EU on procurement by entities operating in the water, energy, transport and postal services sectors).

Interested parties must register as Candidate Applicants via TenderNed. Subsequently, a pre-selection will take place as described in this Selection Guide. Through this pre-selection, the Contracting Entity aims to select four parties. After the pre-selection, the selected parties will be invited to participate in the second phase of this tender.

### 2.2 Selection procedure

A party that believes it meets the requirements set out in this Selection Guide is given the opportunity to register as an Applicant.

The selection phase proceeds as follows:

#### **Step 1: Registration**

A Candidate Applicant must register via TenderNed by completing the steps for the registration phase. The deadline and date stated in TenderNed apply as a fatal deadline. Late or improperly submitted applications will be set aside and are excluded for further participation.

The following supporting documents must be submitted with the registration:

1. Uniform Europees Aanbestedingsdocument (UEA) or an European Single Procurement Document (ESPD)
2. Submissions as described in Chapters 3 and 4
3. In case of registration as a consortium or reliance on third parties – see section 3.4

For more information about the Dutch Legal Framework and the UEA/ESPD, see also:

<https://www.pianoo.nl/en/legal-framework-netherlands>



## **Step 2: Assessment of Registrations and Supporting Documents**

After the registration deadline has expired, the registrations will be assessed by or on behalf of the Contracting Entity. The assessment will take place as follows:

- General requirements
- Assessment of the UEA/ESPD against exclusion grounds
- Assessment of submitted supporting documents against the suitability requirements

These components are further explained in Chapter 3.

In case of unsuitability, the Applicant will be informed with a justification for the exclusion.

## **Step 3: Selection**

If more than four (4) Applicants meet the minimum requirements, the registrations will be assessed based on the selection criteria set out in Chapter 4.

A maximum of four (4) Applicants from among the Applicants eligible for an invitation to participate in the second phase will be invited.

## **Step 4: Drawing of Lots (optional)**

If the number of Applicants eligible for selection is greater than the maximum number, and Applicants have received equal scores, the choice will be made based on the highest score of SC1 Reference. If the (remaining) Applicants have received equal score on SC1 the choice will be made by drawing lots among the parties with equal scores.

A lot contains the name of an Applicant eligible for the draw. The draw is conducted by an aimlessly drawn lot by a person designated by the Contracting Entity, whereby the order of drawing is recorded and the first drawn Applicant is selected first.

If a draw is held, this will be communicated, and there will be an opportunity for one representative per Applicant to attend the draw.

## **Step 5: Selection Decision**

The intended selection decision will be communicated via TenderNed in writing and simultaneously to all Applicants, with a substantive statement of reasons in the event of rejection.

Following notification of the selection decision, a period of fourteen (14) calendar days will be observed to give rejected candidates the opportunity to obtain further information or to indicate that they intend to institute legal proceedings against the selection decision.



Any Applicant that does not agree with the Selection Decision must, within fourteen (14) calendar days from the date of the notice of the Selection Decision, have instituted summary civil proceedings (kort geding) before the preliminary relief judge of the District Court of Arnhem.

The Contracting Entity must be informed thereof simultaneously by being sent a copy of the writ of summons. If no summary proceedings have been instituted within fourteen (14) calendar days from the date of the notice, the unsuccessful Applicants can no longer raise objections against this decision and will have forfeited their rights in this respect. In that case, the Contracting Entity is free to give effect to the decision taken.

### 2.3 Further Information

This Selection Guide, including annexes, has been prepared with care. Nevertheless, it may contain ambiguities, omissions, and/or contradictions. If a Candidate Applicant has any questions and/or cannot agree with the content of this Selection Guide, or has found inaccuracies in these documents, the Candidate Applicant must report this via TenderNed before the deadline for requesting information to the Contracting Entity.

If this is not done, no objections may be raised subsequently.

Questions for information, in Dutch or English, may **only** be submitted via TenderNed until the time stated in the notice on TenderNed. Questions and/or comments submitted in another manner or too late will **not** be processed.

Questions submitted in due time will be anonymised and answered in English by the Contracting Entity. The Contracting Entity will publish the answers by means of a clarification note on TenderNed.

### 2.4 Planning Selection Phase

Selection phase	
Dispatch of the Selection Guide	22 April 2026
Deadline Submission of questions	8 May 2026, 10.00h CEST
Publication of clarification note (Q&A)	15 May 2026
Deadline Submission Application	29 May 2026, 10.00h CEST
Opening of the electronic tender box (non-public)	29 May 2026, 10.15h CEST



Notification of preliminary selection result	12 June 2026
Standstill period ends	26 June 2026
Intended invitation / dispatch Request for Proposal	1 July 2026

The most recent and up to date planning for this Tender can be found on TenderNed.

## **2.5 Negotiation and Tender Phase**

### **2.5.1 Invitation to participate**

Invitations to participate in the second phase of this tender will be sent in writing via TenderNed to the Applicants selected based on this selection procedure. The tender procedure will be described in detail in the request for proposal. For your information a draft version of the request for proposal can be found in Part B of this document. The definitive version may differ and contain amendments.

### **2.5.2 Negotiation and Tender Phase**

The second phase of this procedure will broadly consist of the following steps:

- i. First Q&A round and Site Inspection
- ii. Submission of a first proposal;
- iii. Round of negotiations with tenderers;
- iv. Second Q&A round;
- v. Request for a Best and Final Offer (BAFO);
- vi. Evaluation of BAFO's;
- vii. Final verification and contract award.

The award criterion will be the most economically advantageous tender (MEAT). The Contracting Entity is currently finalising the documents for the second phase. The definitive weighting for the various sub-award criteria will be shared in the invitation to participate in the second phase.



The starting point is that the assessment will be based on the following criteria:

(Sub-)award criteria		Weighting
AC1	Total economy	
AC2	System quality, reliability and construction, as well as simple maintenance	€ 750.000
AC3	Organisation and quality management	€ 450.000
AC4	Service Organization Structure and Warranty Period	€ 300.000

The definitive weight will be communicated in the next phase.

To determine the most economically advantageous Tenderer (MEAT), the Contracting Entity uses the approach whereby the Tenderer with the lowest evaluation price is deemed the most economically advantageous Tenderer.

Based on the formula below, the score is determined per Tenderer:

$$\text{Evaluation price} = \text{Total tender sum} - \text{Awarded fictitious discount}$$

Example of the methodology:

#	Tenderer X	Tenderer Y	Tenderer Z
<b>AC1 – Total economy</b>	€ 2.000.000	€ 3.000.000	€ 4.000.000
<b>AC2 – SQ</b>	-/- € 0	-/- € 750.000	-/- € 375.000
<b>AC3 – OQ</b>	-/- € 0	-/- € 450.000	-/- € 225.000
<b>AC4 – SO</b>	-/- € 150.000	-/- € 300.000	-/- € 150.000
<b>Evaluation price</b>	€ 1.850.000	€ 1.500.000	€ 3.250.000
<b>Rank</b>	2	1	3

## 2.6 Complaints Procedure

If, after submitting requests for further information, you still have complaints regarding the conduct of this specific procurement procedure, you may submit these in writing by e-mail to: [dijksma@helderai.nl](mailto:dijksma@helderai.nl).

Complaints may relate to alleged non-compliance with applicable procurement law or to an alleged infringement of the general principles governing public procurement (such as transparency, equal treatment and proportionality).

A complaint must be submitted in writing and must clearly and substantively indicate to which aspect of the procurement procedure it relates, on which grounds it is based and, where possible,



which provision(s) are considered to have been breached.

The complaint will be processed as quickly as reasonably possible, and the complainant will be informed in writing of the outcome. Submitting a complaint does not suspend any procedural deadlines nor does it affect the obligation to initiate legal proceedings in good time if the complainant wishes to safeguard its rights.



## 3 Requirements, Exclusion Grounds, and Suitability Requirements

### 3.1 General Requirements

The general requirements applicable to all Applicants are set out in this Chapter 3. These include general conditions, exclusion grounds, declarations and suitability requirements which must be met in order to be admitted to the selection phase and, where applicable, the tender phase.

### 3.2 Exclusion Grounds

The Applicant must not be subject to any of the exclusion grounds referred to in Article 3.65 in conjunction with Articles 2.86 and 2.87 of the Dutch Public Procurement Act 2012. This entails the following:

1. In the past five (5) years, no final and binding court judgment has been rendered against the Applicant, or against any person who is a member of its management, administrative or supervisory body, or who has powers of representation, decision or control therein, in respect of:
  - a. Participation in a criminal organisation;
  - b. Bribery and/or corruption;
  - c. Fraud;
  - d. Money laundering;
  - e. Terrorist offences or related criminal offences;
  - f. Child labour and/or human trafficking.
2. In the past five (5) years, no final and binding judicial or administrative decision has been rendered, in accordance with the statutory provisions of the country in which the Applicant is established or in accordance with Dutch law, establishing that the Applicant has failed to fulfil its obligations relating to the payment of taxes or social security contributions.
3. None of the following situations exists or has existed in the past three (3) years:
  - a. Breach of obligations in the field of environmental, social or labour law;
  - b. Insolvency, liquidation, cessation of business, suspension of payments and/or a comparable situation;
  - c. Serious professional misconduct (\*);
  - d. Distortion of competition;
  - e. Conflict of interest (within the meaning of Article 1.10b of the Dutch Public Procurement Act 2012);
  - f. Distortion of competition through involvement in the preparation of the procurement procedure;
  - g. Early termination, damages or similar measures as a result of significant and/or



- persistent deficiencies in the performance of a previous contract;
- h. Submission of false declarations in this or other procurement procedures;
  - i. Unlawful attempt to influence the decision-making process in a procurement procedure;
  - j. Failure to comply with obligations relating to taxes and/or social security contributions.

(\* ) An act involving unlawful conduct that affects the Applicant's professional integrity, in so far as such conduct indicates malicious intent or deliberate negligence of a certain seriousness. By way of illustration, WOW considers a fault that has had legal consequences and/or negative consequences for public funds (money) to constitute such misconduct.

The Applicant must declare this by duly completing and sign in a legally valid manner the **Uniform Europees Aanbestedingsdocument (UEA) or an European Single Procurement Document (ESPD)**. If one or more exclusion grounds apply to an Applicant, the Applicant will, in principle, be excluded from further participation in the procurement procedure.

The Applicant must submit, directly with their registration, an extract from the commercial register (*uittreksel uit het handelsregister*) that is **no more than 6 months old** at the time of registration application.

As proof, after preliminary selection, the selected Applicant will be required to submit the associated supporting documents to the Contracting Entity **within seven (7) calendar days**. The supporting documents in this context are at least the following:

- Declaration of Conduct for Tenderers (*eg. the Gedragsverklaring Aanbesteden, GVA*), no more than 2 years old at the time of registration.
- Statement from the Tax Authority (*eg. Verklaring Belastingdienst*) regarding payment of social security premiums and taxes, no more than 6 months old at the time of registration

### **3.3 Declaration of No Russian Involvement**

There must be no Russian involvement in the execution of the Contract exceeding the thresholds of Article 5 duodecies of EU Regulation 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended by Regulation 2022/578 of 8 April 2022.

To this end, the Applicant must duly complete and sign the declaration in **Annex C**.

This serves to assure the Contracting Entity that there is no prohibited Russian involvement in the execution of the Contract.



If the Applicant relies on the technical and professional ability or financial and economic capacity of one or more third parties, each such third party must also complete and sign the Declaration of No Russian Involvement.

This provision also applies if the Applicant registers as a consortium: each participant in the consortium must independently complete and sign a Declaration of No Russian Involvement.

### **3.4 Reliance on Another Entity**

An Applicant may register for this procurement in the following ways:

#### **A. Independently**

In this case, the Applicant must submit a completed and signed UEA or ESPD and an extract from the Chamber of Commerce.

#### **B. With reliance on the capacity of third parties**

In this case, the Applicant must answer "yes" to Part II C of the UEA or ESPD and must submit a completed and signed UEA or ESPD and extract from the Chamber of Commerce for the main contractor and each third party. In this case, a Declaration of No Russian Involvement must also be completed by the main contractor and each third party.

#### **C. With subcontractors on whom no reliance is placed for capacity**

In this case, the Applicant must answer "yes" to Part II D of the UEA or ESPD. No further actions are required in this case. It is not mandatory to indicate at registration whether and with which subcontractors cooperation will take place.

However, if the share of the subcontractor exceeds 10% of the contract value, a signed Declaration of No Russian Involvement must be submitted.

#### **D. As a Consortium**

In this case, the Applicant must answer "yes" to Part II A, Mode of Participation, of the UEA or ESPD and must submit, per consortium member, a separate completed and signed UEA or ESPD and an extract from the Chamber of Commerce.

In addition to these documents, each consortium member must submit the signed Declaration of No Russian Involvement with the registration.



### **3.4.1 Ad A: Independent Applicant**

The UEA or ESPD must be legally signed by an authorised representative. The extract from the commercial register, which must be submitted with the registration, must demonstrate the signing authority of the person who signed the UEA or ESPD.

### **3.4.2 Ad B: Reliance on the Capacity of Third Parties**

If the Applicant relies on a third party or parties with regard to technical and professional ability and financial and economic capacity, the Applicant must demonstrate, both substantively and contractually in the registration, that it actually has access to the knowledge and skills of this third party. This third party must also actually perform the works for which that ability is required.

- If the Applicant relies on the technical ability of a third party to meet a reference requirement, the Applicant may submit reference projects of this third party as if they were the Applicant's own reference projects.
- The third party must not be subject to any of the set exclusion grounds and this third party must meet the suitability requirements related to the ability for which the Applicant relies on them. This third party must independently complete an UEA or ESPD, with the exception of Part II D if the third party does not wish to employ a subcontractor.
- By signing the UEA or ESPD, the third party also declares that it will actually perform the relevant works.
- The suitability requirements related to quality assurance that apply to the Applicant also apply to a third party on whom the Applicant relies in the context of this procurement.
- As proof, the selected Applicant will be required to submit the associated supporting documents of the third party to the Contracting Entity. The supporting documents in this context are at least the following:
  - Declaration of Conduct for Tenderers (GVA), no more than 2 years old at the time of registration (or if not based in the Netherlands, a similar declaration from the country of origin);
  - Statement from the Tax Authority regarding payment of social security premiums and taxes, no more than 6 months old at the time of registration;
  - If applicable, supporting documents related to quality assurance.
- The UEA or ESPD must be legally signed by the third party by an authorised representative. The extract from the commercial register, which must be submitted with the registration, must demonstrate the signing authority of the person who signed the UEA or ESPD.
- A reliance on the experience or financial capacity of an affiliated company within a group (subsidiary, sister, or parent company) also qualifies as reliance on a third party.



- If reliance is placed on the capacity of a third party, this party may not also submit a registration on its own behalf for this procurement procedure. The same applies to the main Applicant: the Applicant may not also register as a third party on whose capacity another Applicant relies. If a situation arises in which a third party on whom reliance is placed has also registered as an independent Applicant, the registration of the third party as an independent Applicant will be excluded from the procurement procedure.

### **3.4.3 Ad C: Subcontractors on Whom No Reliance Is Placed as Third Party**

Applicants may employ subcontractors for the execution of the contract.

- For subcontractors on whom no reliance is placed as a third party and who will only be employed for the actual execution of the contract, the Applicant must, insofar as already known, state in Part II D of the ESPD which subcontractors are concerned and indicate for which components they will be employed.
- Subcontractors not named at registration or tender may, in principle, not be employed during contract execution without the express consent of the Contracting Entity.
- Subcontractors may act as subcontractors for different Applicants, provided that applicable competition rules do not exclude this and fair competition is not thereby hindered. Different operating companies within a group may, if desired by the Applicant, serve as subcontractors to the main contractor.

Naturally, the Contracting Entity must first assess, prior to the procurement procedure, whether review of subcontractors against exclusion grounds is proportional in light of the relevant contract. For smaller contracts / lower value, an individual review of subcontractors is not an obvious step from a cost perspective.

### **3.4.4 Ad D: Consortium**

Applicants may also register as a consortium.

- Within the consortium, one contact person must be designated to act as lead partner on behalf of the consortium. The lead partner must have full decision-making authority during the procurement and the execution of the contract and be authorised to act on behalf of the consortium.
- Each participant in the consortium must independently complete the UEA or ESPD in full and legally sign it. The extract from the commercial register, which must be submitted with the registration, must demonstrate the signing authority of the person who signed the UEA or ESPD.
- If registering as a consortium, Part IIA Mode of Participation of the UEA or ESPD must be answered with "yes."
- The consortium as a whole must meet the suitability requirements, unless expressly stated otherwise in the procurement documents.

Participants in a consortium may not register as participants of another consortium, independently, or as subcontractors. If it appears that a participant does not comply with this:

- If a participant has also registered as a third party or subcontractor as referred to under B and C, the registration of the consortium will be excluded from this procurement procedure.
- If a participant has also submitted an independent registration, the independent registration of the participant will be excluded from this procurement procedure.
- If a participant has registered with multiple consortia, the relevant consortia will be requested to determine which consortia will be excluded from the procurement procedure. If this request is not or not timely complied with, the Contracting Entity will determine this by means of a draw. The outcome of this draw is binding on all stakeholders.

A consortium must comply with the Policy Rules on Consortium Agreements 2013 (Beleidsregels combinatieovereenkomsten 2013), on penalty of exclusion. The preference for the legal form of the consortium is a general partnership (vennootschap onder firma) or equivalent. It is not mandatory to establish a legal entity for the execution of the contract.

### **3.5 Group / Holding / Subsidiary Company and Affiliated Companies**

A group (concern) means an economic unit in which legal entities and/or companies are organisationally connected. These companies are directly or indirectly affiliated with each other through financial participations. If companies have the same shareholders and/or directors, or the shareholders and/or directors can exert influence on or have insight into the operations of other organisations, there is a group. There is also a group if directors and/or board members of the Applicant are also employees or directors in an affiliated subsidiary/parent company.

A holding and parent company means the highest company in the hierarchy that exercises control over the Applicant. Control includes the decisive influence that the aforementioned highest company exercises over the composition of the board, strategic decisions/operations, and the policy of the Applicant.

Control is in any case present if the Applicant shares staff departments with the highest company or if there is secondment of employees between the Applicant and the highest company. Control is also present if the highest company has substantive insight into the choices, considerations, and prepared documents of the Applicant.

Multiple companies from one group may only submit an Application/Tender if they can demonstrate that they each prepared the Application/Tender independently of each other and



observed confidentiality. If this cannot be demonstrated by one of the relevant Applicants, this will result in the exclusion of all the Applicants belonging to the relevant group.

The Applicant must declare in its registration that it forms part of the group, that the registration was prepared entirely independently and independently of the group, and must make transparent which companies form part of the group by submitting a description of the structure and an organisational chart/organogram of the group. The Contracting Entity can thus assess whether there are double registrations/tenders so that fair competition remains guaranteed. The Applicant is not obliged to make the content of its registration/tender known to other companies in the group, unless this is necessary to make a valid Application/Tender. The above also applies to a holding, a subsidiary, or another type of affiliated company.

### **3.6 Guarantee Declaration from Group**

If an Applicant relies on the capacity of the group to meet a suitability requirement, the following applies, as well as the above regarding reliance on third parties.

The Applicant must submit the group declaration (concernverklaring) with the registration. In the group declaration, the parent company declares that it fully and unconditionally guarantees, on behalf of the Applicant, the fulfilment of the obligations arising from the contract to be concluded in the event of award, and that it fully and unconditionally guarantees, on behalf of the Applicant, the debts arising from the legal acts of the candidate in the context of this contract, even after any bankruptcy or liquidation of the Applicant.

### **3.7 Suitability Requirements**

#### **3.7.1 Registration Chamber of Commerce**

The Applicant must attach a (copy of a) certificate of registration in the trade and/or professional register to your application. This certificate must be no more than six (6) months old, calculated from the final submission deadline for the application. The certificate must provide an up-to-date representation of the organisation as registered at the time of issuance. The certificate must show the signing authority of the person who has validly signed the UEA/ESPD.

#### **3.7.2 Liability Insurance**

The Applicant must be adequately insured for professional liability. The coverage must meet the standards customary in the industry; as supporting documentation, a copy of the insurance policy is generally sufficient.

The Applicant must be insured against professional liability during the contract. The insured sum must be at least €3,000,000 per event and at least two events per 12 months.



The Applicant may suffice, with its application, with submitting the UEA/ESPD. The Applicant thereby indicates that it meets this requirement and that it will provide supporting documents/statements within 7 calendar days upon request of the Contracting Entity. If the Applicant is not yet adequately insured, it must state this in Part V of the UEA/ESPD. For verification, the Contracting Entity will in any case request a copy of the policy or a certified statement from the selected Applicant's insurer showing that the Applicant meets the set requirement or can meet it after award.

If a group policy is submitted, it must be clear that the Applicant is co-insured.

If the Applicant is a consortium, all members of the consortium must submit proof. The coverage of the consortium must in total at least amount to the above-required amount per event.

The Tenderer to whom the contract is awarded commits contractually to maintaining the insurance, which meets the requirements, under the same conditions and with at least the insured amounts, throughout the entire contract period.

### **3.7.3 Economic Capacity**

The Applicant must have sufficient financial and economic capacity to ensure its continuity throughout the contract period, including any extensions. By signing the UEA/ESPD, the Applicant declares that it is able to properly perform any assignments arising from the agreement — and, where applicable, its extension(s) — using existing financial resources, and that the Applicant is not aware of any claims or required investments during the term of the agreement that could place it in a position where its financial or economic capacity might be jeopardised.

Following notification of the selection decision, the Contracting Entity requires, within seven (7) calendar days, the submission of an unqualified auditor's statement (goedgekeurde accountantsverklaring) relating to the most recent annual accounts. This statement must not contain a so-called continuity paragraph.

For entities that are not required to prepare annual accounts, a review report or compilation report issued by an auditor will be sufficient. The requested supporting documents do not need to be submitted with the application at this stage; only Applicants eligible for selection will be asked to provide them subsequently.



### 3.7.4 Technical and Professional Ability

#### 3.7.4.1 Core Competencies

The Applicant is required to possess at least the following core competencies. For this purpose, the Applicant must provide details of the most relevant reference projects, the completion date of which lies in the period of no more than 5 years prior to the closing date for submitting an application.

The starting point is that the Applicant performed the works in the reference itself; if the works were performed by a third party, the Applicant must rely on them (see section 3.4) and this third party must, in the event of award, perform this part of the work.

A submitted reference must minimally consist of the core competencies requested in this paragraph.

The Contracting Entity reserves the right to verify the reference to check whether it meets the stated requirements without informing the Applicant in advance. The Applicant must have informed the contact person before the registration submission that they may be contacted by the Contracting Entity.

If a reference is not verifiable, the Contracting Entity may decide to set the reference aside. If the Applicant has not demonstrated meeting the aforementioned minimum requirements regarding the requested technical ability, the registration will be set aside and will not be eligible for further substantive assessment and excluded from this procurement procedure.

The Applicant must demonstrate the stated core competencies by means of one reference project per core competency. For this purpose, the attached reference form (Annex D) must be used. A separate reference form must be submitted for each core competency, specifically relating to the relevant core competency. A single reference project may serve to demonstrate more than one core competency, provided that the Applicant clearly indicates which competencies are covered by that reference.

#### Core Competency 1 - design:

1. The Applicant can demonstrate that it was primarily responsible for the **design** of heat producing facilities, such as district heating production plants, large scale heat pump installations, central heating plants, or similar energy production systems.
2. The reference concerns the design of an installation with a minimum thermal capacity of 400 kW.
3. The reference project was completed no more than five (5) years before the deadline for submitting the Application.



Core Competency 2 – construction, installation and commissioning:

1. The Applicant can demonstrate that it was primarily responsible for the **construction, installation, and commissioning** of heat producing facilities, such as district heating production plants, large scale heat pump installations, central heating plants, or similar energy production systems.
2. The reference concerns a minimum thermal capacity of 400 kW.
3. The reference project was completed no more than five (5) years before the deadline for submitting the Application.
4. The reference concerns works with a value of at least €500,000 (excluding VAT);

Core Competency 3 - maintenance:

1. The Applicant can demonstrate that it was primarily responsible for the **maintenance** of heat producing facilities, such as district heating production plants, large scale heat pump installations, central heating plants, or similar energy production systems.
2. The reference concerns a minimum thermal capacity of 400 kW.
3. The maintenance was carried out for at least three years in the last five (5) years before the deadline for submitting the Application.

If the Applicant does not demonstrate that it meets the above-mentioned minimum requirements regarding the requested technical ability, the Application will be set aside and will not be eligible for any further substantive assessment.



## 4 Selection Criteria

### 4.1 General

If more than four (4) suitable Applicants have registered, the suitable applications will be assessed and ranked based on selection criteria.

The following selection criteria will be applied, with the associated maximum scores:

<b>Selection Criteria</b>	<b>Description</b>	<b>Maximum score</b>
SC1	Reference	140
SC2	Quality management	20
SC3	Safety management	20
SC4	Environmental management	20
<b>Total</b>		<b>200</b>

### 4.2 SC1 Reference

The Applicant may submit **one (1) to a maximum of five (5) references** that were completed no more than **five (5) years** before the registration deadline.

The starting point is that the Applicant performed the works in the reference itself. If the works were performed by a third party, the Applicant must rely on that party in accordance with section 3.4, and that third party must, in the event of award of the contract, perform this part of the works.

These reference(s) may differ from the reference(s) submitted by the Applicant to demonstrate the core competencies. If the Applicant submits more references than requested, any additional references will be disregarded and only the first reference will be taken into account in the assessment.

Within the context of this selection criterion, the Applicant is requested to submit a maximum of five (5) references demonstrating experience with a project similar to the current assignment, which will be assessed on the basis of the criteria set out below. The Applicant's submission must clearly demonstrate whether and to what extent the required experience is present. A simple confirmation is not sufficient. For a uniform assessment, Applicants are requested to substantiate their submission per reference per criterion using Annex E.



<b>SC1</b>	<b>Reference</b>	
Minimum requirements	<p>Each individual reference (up to a maximum of five in total) submitted for SC1 – References must comply with all of the following knock-out criteria (if the answer to any criterion is “no”, this specific reference will be disregarded for the evaluation of SC1 and will not be awarded with any points):</p> <ul style="list-style-type: none"> <li>i. The Applicant was <b>primarily responsible</b> for the execution of the works</li> <li>ii. The contract value was at least <b>€500,000 (excluding VAT)</b></li> <li>iii. The reference concerns a contract that was completed <b>no more than five (5) years before the registration deadline</b>.</li> </ul> <p>For each reference, the Applicant must indicate for which evaluation criterion or criteria the reference is submitted. For each evaluation criterion, the Applicant may submit only one reference.</p> <p><i>For example:</i>  <i>Reference #1: SC1 criteria: 1); 2); 3); 4); 5); 6).</i>  <i>Reference #2: SC1 criteria: 7); 8); 9).</i>  <i>Reference #3: SC1 criteria: 10); 11); 12); 13).</i></p> <p>NB. References are not cumulative. Submitting more than one reference for the same evaluation criterion will not result in additional points. If the Applicant accidentally submits multiple references for the same criterion, only the first reference will be evaluated.</p>	
Evaluation criteria	1) Does the reference entail the delivery of a district heating production plant of at least 1 MW thermal capacity?	Yes and demonstrated [ 10 points ] No or not demonstrated [ 0 points ]
	2) Does the reference entail the design and or installation of heat pumps with $\geq 1$ MW thermal output?	Yes and demonstrated [ 10 points ] No or not demonstrated [ 0 points ]



	3) Does the reference entail the delivery of heat pumps using Air as the primary heat source?	Yes and demonstrated [ 10 points ] No or not demonstrated [ 0 points ]
	4) Does the reference entail installation and integration of defrost systems on air coolers for large heatpumps?	Yes and demonstrated [ <b>20</b> points ] No or not demonstrated [ 0 points ]
	5) Does the reference entail integrated heat pumps with $\geq 15$ m <sup>3</sup> thermal storage systems?	Yes and demonstrated [ 10 points ] No or not demonstrated [ 0 points ]
	6) Does the reference entail the delivery and/or installation of installed gas boilers above 2 MW thermal capacity?	Yes and demonstrated [ 10 points ] No or not demonstrated [ 0 points ]
	7) Does the reference entail the delivery of gas boilers meeting low NOx emission standards (equal or below 40gNOx/Nm <sup>3</sup> )?	Yes and demonstrated [ 10 points ] No or not demonstrated [ 0 points ]
	8) Does the reference entail the commissioning of a complete heat production facility as main contractor?	Yes and demonstrated [ 10 points ] No or not demonstrated [ 0 points ]
	9) Does the reference entail the integration of SCADA/control systems for multi technology heating plants?	Yes and demonstrated [ 10 points ] No or not demonstrated [ 0 points ]
	10) Does the reference entail a completed projects compliant with Dutch or EU industrial safety standards?	Yes and demonstrated [ 10 points ] No or not demonstrated [ 0 points ]
	11) Does the reference entail the execution of a similar turnkey delivery project with a minimum of 1 MW (HP + Gasboiler +	Yes and demonstrated [ 10 points ] No or not demonstrated [ 0 points ]



	Scada + water treatment) within the last 3 years?	
	12) Does the reference entail the integration of heating production assets into a district heating network?	Yes and demonstrated [ 10 points ] No or not demonstrated [ 0 points ]
	13) Satisfaction statement from the contracting entity – not being the Applicant's own organisation and/or affiliated organisation – attached, showing that of a similar turnkey delivery project with a minimum of 1 MW (HP + Gasboiler + Scada + water treatment) were completed to satisfaction, within planning and budget.	<b>Yes and demonstrated and included</b> [ 10 points ] No or not included [ 0 points ]

### 4.3 SC2 Quality management

The Contracting Entity attaches great importance to quality being an integral part of the Applicant's internal management and project delivery. Points will be awarded in accordance with the following evaluation scheme:

ISO 9001:2015 certified	20 points
Comparable certification	10 points
Comparable quality management system	5 points
None / insufficiently demonstrated	0 points

The Applicant must submit the relevant supporting documents at the time of application.

If a consortium submits an Application, each individual consortium member must hold an appropriate and valid quality management certification or a comparable quality management system in order for the consortium to qualify for the corresponding points.



#### 4.4 SC3 Safety management

The Contracting Entity attaches great importance to safety management being an integral part of the Applicant's internal management and project delivery. Points will be awarded in accordance with the following evaluation scheme:

VCA** certified and/or ISO 45001 certified and/or HSE certified	20 points
Comparable certification	10 points
Comparable safety management system	5 points
None / insufficiently demonstrated	0 points

The Applicant must submit the relevant supporting documents at the time of application.

If a consortium submits an Application, each individual consortium member must have an appropriate and valid safety management system in place in order for the consortium to qualify for the corresponding points.

#### 4.5 SC4 Environmental management

The Contracting Entity attaches great importance to environmental management being an integral part of the Applicant's internal management and project delivery. Points will be awarded in accordance with the following evaluation scheme:

ISO 14001 certified	20 points
Comparable certification	10 points
Comparable environmental management system	5 points
None / insufficiently demonstrated	0 points

The Applicant must submit the relevant supporting documents at the time of application.

If a consortium submits an Application, each individual consortium member must have an appropriate and valid environmental management system in place in order for the consortium to qualify for the corresponding points.



#### **4.6 Total Assessment of Selection Criteria**

The total score per Applicant will be calculated by summing the scores for SC1, SC2, SC3 and SC4. The four Applicants with the highest total scores will be selected and invited to participate in the second phase.

In the event of a tie (equal scores) where the number of eligible Applicants exceeds four, the Applicants with the highest scores on SC1 will be selected and invited. If these scores are equal as well a draw will be held among the Applicants with equal scores SC1 to determine which Applicants will be selected (see section 2.2, Step 4).



## 0 PART B – Draft document Negotiation and tender phase



***DRAFT***

# **Request for Proposal**

**European**

**Negotiated procedure**

**with regard to**

**design and turnkey installation**

**of a**

**Heating plant**

**for**

**Warmtebedrijf Oost-Wageningen B.V.**

Contracting Entity : Warmtebedrijf Oost-Wageningen B.V.  
Date : 13-4-2026  
Status : Concept  
Version : 0.2



## 0.1 Introduction

The selected Applicants (hereinafter each a Tenderer) have received this Request for Proposal from Warmtebedrijf Oost-Wageningen B.V. (hereinafter the Contracting Entity) for the design and realisation of a comprehensive heating solution serving approximately 461 consumers, based on an innovative combination of heat pump technology and natural-gas back-up systems accommodated within a purpose-built technical building that complies with stringent local planning requirements and environmental considerations.

During the tendering phase, the Contracting Entity acts subject to approval by or on behalf of its ultimate decision-makers. The ultimate decision-makers must formally approve the draft agreement between the Contracting Entity and the intended Contractor. Once such approval has been obtained and the standstill period has expired, and any other conditions precedent have been fulfilled, the contract may be definitively awarded.

This Request for Proposal contains information required by the Tenderer in order to gain an understanding of the scope and content of the contract and to decide whether or not to submit a first Tender, enter into negotiations with the Contracting Entity and finally submit a Best and Final Offer (BAFO). In addition, this Request for Proposal informs the selected Applicants of the procedure the Contracting Entity will follow to conclude an agreement with the market party that will perform the contract.

This Request for Proposal is intended for the exclusive use of the selected Applicants for the purpose of preparing and submitting a Tender. All information contained in this Request for Proposal shall be treated as confidential.

The selected Applicants shall be aware that their BAFO is one-off and final upon submission. A conditional Tender is not permitted.

This Request for Proposal consists of the following parts:

Chapter 1 sets out the rules and provisions applicable to the tender phase.

Chapter 2 contains the description of the contract.

Chapter 3 contains the award criteria and explains the evaluation methodology.

The selected Applicants will receive the specifications (including annexes) separately in the form of appendices to this Request for Proposal.



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## **1 The tender procedure**

### **1.1 Applicant's Declaration**

The Tenderer shall, throughout the tender phase and for the entire duration of the performance of the Contract, continue to comply with the requirements set out in the Uniform Europees Aanbestedingsdocument (UEA) / European Single Procurement Document (ESPD) submitted in the selection phase together with its request to participate. All conditions and criteria contained in the Selection Guide dated 17 April 2026 remain fully applicable during the tender phase and, where relevant, throughout the performance of the Contract, unless and insofar as they are expressly superseded or amended by this Request for Proposal or the contract documents.

### **1.2 Declaration of Lawful Tender**

The Tenderer declares that its Tender has been prepared and submitted independently and lawfully, in full compliance with applicable procurement law and competition law, including Articles 101 and 102 of the Treaty on the Functioning of the European Union and the corresponding provisions of Dutch law. The Tenderer further declares that no arrangements, agreements or concerted practices have been entered into with third parties that have the object or effect of distorting competition in connection with this tender procedure. The Tenderer confirms that all information provided in its Tender and in the UEA/ESPD and supporting documents is complete, accurate and not misleading, and that it has not engaged in any act or omission that could lead to exclusion under the Dutch Public Procurement Act 2012.

### **1.3 Confidentiality**

The Tenderer shall treat all information, documents and data of any kind made available by or on behalf of the Contracting Entity in connection with this tender procedure as strictly confidential and shall use such information solely for the purpose of preparing and submitting its Tender. The



Tenderer shall not disclose any such information to third parties, in whole or in part, without the prior written consent of the Contracting Entity, except to those of its employees, advisers or subcontractors who need to know the information for the aforementioned purpose and who are bound by a duty of confidentiality no less stringent than that set out herein. This duty of confidentiality applies both during the tender procedure and after its completion, regardless of whether a Contract is ultimately awarded to the Tenderer.

#### **1.4 Personal data (GDPR)**

In accordance with the General Data Protection Regulation (GDPR) and the Dutch Algemene verordening gegevensbescherming (AVG), the Contracting Entity may only process personal data where there is a valid legal basis for doing so.

Tenderers are therefore strongly requested to:

- **NOT** include personal data unless this is strictly necessary for the purpose of their tender,
- anonymise personal data wherever possible, and
- where personal data must be submitted, include such data in a separate, clearly marked annex.

Personal data that is not required for the evaluation of the tenders will be deleted as soon as reasonably possible after detection. Documents containing personal data will, to the greatest extent possible, be deleted or anonymised at the end of the procurement procedure, in line with the GDPR principles on storage limitation and data minimisation.

#### **1.5 Intellectual Property and Remuneration**

All tender materials, technical proposals, design documentation, pricing information, and all associated appendices submitted by Tenderers become the property of the Contracting Entity upon submission. These materials will be retained for record keeping purposes and to document the procurement process in accordance with applicable legal and auditing requirements.

Submitted material will not be returned to unsuccessful Tenderers.

#### **1.6 Electronic platform**

All procurement documents in this tender procedure are made available exclusively by electronic means. The Contracting Entity will use the national electronic tendering platform [TenderNed](#) for this purpose.



## 1.7 Appendices

The following appendices form an integral part of this Request for Proposal:

- **Appendix 1 – #####**
- **Appendix 2 – #####**
- **Appendix 3 – #####**
- **Appendix 4 – Draft [Framework] Agreement WOW B.V.**
- **Appendix 5 – Tender Form AC1 - Price**
- **Appendix 6 – Site Visit Registration Form**

All appendices are available via TenderNed.

## 1.8 Communication

All communication relating to this tender procedure shall take place exclusively via TenderNed.

The entire tender procedure and subsequent contract execution will be conducted in the English and/or Dutch language, both orally and in writing.

Oral statements shall have no legal effect. Questions submitted by telephone or to persons other than the designated contact person shall not be taken into consideration.

The Contracting Entity does not permit Tenderers to communicate about this Tender in any manner or with any employees or its advisors other than as set out in this Request for Proposal.

Any communication in another manner or with other employees than the designated contact person shall be entirely at the Tenderer's own risk and may give the Contracting Entity grounds to exclude the Tenderer concerned from the tender procedure. Any attempt to improperly influence staff involved in the tender procedure, in whatever form, will result in exclusion from participation in the tender.



## 1.9 Timetable for the tender procedure

The indicative timetable for this tender procedure is as follows:

<b>Negotiation and tender phase</b>	
Dispatch of the Request for Proposal	1 July 2026
Deadline Registration for site visit	1 September 2026, 10.00h CET
Site visit	7 / 8 September 2026
Deadline Submission of questions – first round	11 September 2026, 10.00h CET
Publication of first clarification note (Q&A)	25 September 2026
Deadline Submission First Tender	9 October 2026
Individual negotiation round	19 / 20 / 21 October 2026
Deadline Submission of questions – second round	28 October 2026, 10.00h CET
Publication of second clarification note (Q&A)	4 November 2026
Deadline Submission of BAFO	18 November 2026, 10.00h CET
Opening of the electronic tender box (non-public)	18 November 2026, 10.15h CET
Notification of intention to award	16 December 2026
Standstill period ends	12 January 2027
Intended commencement date of the agreement	01-2027

The Contracting Entity reserves the right to amend this timetable where necessary. Any changes to the timetable will be communicated via the electronic tendering platform.

### 1.10 Site Visit

To enable Tenderers to prepare a realistic and well-founded proposal the Contracting Entity will organise a **site visit** (schouw).

Although not mandatory, Tenderers are strongly encouraged to inspect the existing building, site conditions, access routes, and surrounding environment prior to tender submission. Direct observation of site constraints, spatial limitations, proximity to neighbouring properties and protected areas, and local infrastructure is essential for preparing realistic and compliant proposals.



#### Details of the site visit:

- **Registration:** Tenderers must register for the site visit no later than **< date >**, **14:00** via TenderNed
- **Date:** **< date >** or **< date >**
- **Duration:** Approximately 120 minutes
- **Location:** **< location >**
- **Programme:**
  - Introduction by Contracting Entity
  - Walkthrough of location
  - Opportunity to inspect location
  - Q&A session

*NB. For the avoidance of doubt, any oral answers or explanations provided during the Q&A session shall have no legal effect. Tenderers shall in all cases submit their questions in writing, and only the written answers issued by the Contracting Entity in the form of clarification notes shall be legally valid and binding.*

#### Responsibility for Site Knowledge

Tenderers bear full responsibility for obtaining sufficient knowledge of the site conditions, existing installations, access constraints and any other circumstances that may affect the design, pricing or delivery of the contracted works. Any lack of site knowledge or any misunderstanding of existing conditions shall not constitute grounds for claims for additional payment, extensions of time or variations to the Contract.

During site inspections, Tenderers are expected to verify building dimensions, examine structural elements that may affect equipment installation, assess lifting and handling limitations, evaluate potential noise propagation to surrounding areas and identify any other site-specific factors relevant to their proposals.



### **1.11 Questions & Answers (Q&A)**

In total there are two (2) question rounds foreseen for this phase of the tender procedure. The Contracting Entity expects the Tenderer to adopt a proactive and diligent approach. Any amendments or additions to this Request for Proposal included in the clarification notes must be accepted unconditionally by the Tenderer, and such amendments or additions shall prevail over the provisions of this Request for Proposal and its annexes.

All questions must be submitted via the Q&A module of the electronic tendering platform no later than the deadline stated in paragraph 1.6. The date on which the Contracting Entity receives the questions via the platform shall be decisive. Questions may be submitted in English or Dutch.

Questions submitted in due time will be anonymised and answered in English by the Contracting Entity. The Contracting Entity will publish the answers by means of a clarification note on the electronic tendering platform.

The Tenderer may also submit proposals for amendments to the draft agreements, duly substantiated. The Contracting Entity reserves the right to adopt, amend or reject such proposals at its sole discretion.

### **1.12 Submission of the First Tender**

The Tenderer shall submit its First Tender, including all required documents, no later than the final tender submission date and time stated on the electronic tendering platform and in the invitation to tender. The Tenderer is invited to submit a detailed Tender that provides comprehensive technical, commercial and organisational information to enable a thorough evaluation. Tender submissions must address all specified requirements, provide evidence of compliance, demonstrate the proposed solutions and substantiate all statements regarding performance, quality and value.

Tenders shall be submitted exclusively via the electronic tendering platform by uploading them into the designated electronic tender box. Tenders submitted in any other form or by any other means will not be taken into consideration.

Please note that, at the tender submission deadline, the electronic tender box will close automatically. After that time, it will no longer be possible to submit, supplement or amend any documents. The Tenderer is strongly advised to prepare and upload all tender documents well in



advance of the deadline so that, in the event of unforeseen technical issues, the platform helpdesk can still provide assistance in time. The Tenderer remains solely responsible for the timely and correct submission of its Tender.

The First Tender shall comply with all instructions and conditions set out in this Request for Proposal and its annexes. Under penalty of immediate exclusion from the tender procedure and/or invalidity of the Tender, the First Tender must, at the deadline for submission, contain at least the following documents:

- **Tender forms for AC1 Price**
- **Submission for AC2 Plant Quality**
- **Submission for AC3 Organisation**
- **Submission for AC4 Service Capability**

In summary these consist out of the following components:

Component AC1: Total Economy	Component AC2: Plant Quality	Component AC3: Organisation	Component AC4: Service Capability
Pricing schedules, lifecycle cost projections	Equipment specifications, performance data, reliability features, maintenance design	Project team structure, quality management systems, testing protocols	Service organisation description, response times, spare parts provision, warranty terms

Each tender component corresponds to a specific evaluation sub-criterion, and the information provided will form the basis for scoring against that sub-criterion. Tenderers shall ensure that their submissions comprehensively address all evaluation factors within each component, providing sufficient detail and substantiation to support a favourable score.

The Tenderer shall include correctly completed pricing schedules, warranty data sheets guaranteeing performance parameters, technical descriptions and specifications for all major equipment and systems, organisational proposals identifying key personnel and subcontractors, quality management documentation and service organisation descriptions. Incomplete Tenders that lack essential information may be rejected as non-compliant and excluded from further participation in this procedure.

In addition, Tenderers shall submit a separate and binding offer for service and maintenance covering the first five (5) years of operation and an option for a five (5) year extension. This



service and maintenance offer will be deemed to form an integral part of the Tender submission and shall remain binding on the Tenderer without reservation. The service and maintenance pricing and associated conditions will form part of the total economic evaluation and will therefore contribute directly to the overall assessment and comparison of Tenders.

By submitting a Tender, the Tenderer undertakes an unconditional commitment to enter into a contract on the basis of the contract template documents provided as part of the tender package. These templates establish the fundamental commercial terms, risk allocation, warranties, performance obligations and dispute resolution mechanisms that will govern the contractual relationship.

The opening of the electronic tender box shall not take place earlier than fifteen (15) minutes after the final tender submission deadline and only if none of the situations referred to in paragraph 1.13 apply. The opening is not public; Tenderers are therefore not permitted to attend. A record of the opening of the First Tenders will be drawn up and made available to Tenderers, upon request, via the electronic tendering platform after the conclusion of this tender.

### **1.13 Technical disruptions**

In the event of a demonstrable technical disruption of the electronic tendering platform that makes it impossible to submit a Tender before the expiry of the submission deadline, the Contracting Entity may, after the deadline, decide to extend the submission period. This is a discretionary right of the Contracting Entity and expressly not an obligation. The Contracting Entity may not exercise this right once the electronic tender box has been opened, as it may already have taken note of the Tenders submitted. The Tenderer remains solely responsible for the timely and correct submission of its Tender.

The Contracting Entity will consider a request for extension only if:

- a) the potential Tenderer demonstrates that it has reported the disruption to the platform's helpdesk in good time, and in any event no later than 15 minutes after closure of the electronic tender box;
- b) the potential Tenderer has informed the Contracting Entity immediately and clearly by email ([dijksma@helderai.nl](mailto:dijksma@helderai.nl)) of the disruption, in accordance with the instructions given in the invitation to tender;
- c) the platform operator has confirmed the disruption; and
- d) the disruption clearly concerns the platform itself and does not relate to the Tenderer's own ICT systems, network or similar. In other words, it must be a disruption that affects all potential applicants and tender procedures using the platform.



If the Contracting Entity decides to extend the submission period, all (potential) Tenderers will be informed accordingly. Tenderers who have already submitted a Tender will be given the opportunity to amend or supplement their Tender within the extended submission period.

## **1.14 Negotiations**

This tender is conducted as a negotiated procedure with prior call for competition within the meaning of Part 3 of the Dutch Public Procurement Act 2012. The Contracting Entity reserves the right to conduct one or more negotiation rounds with the selected Tenderers in accordance with this Request for Proposal.

Following the evaluation of the initial Tenders, the Contracting Entity may invite those Tenderers whose Tenders are admissible and compliant to participate in negotiations. The purpose of the negotiations is to improve the content and quality of the Tenders, including, where relevant, technical solutions, organisation, risk allocation and contractual conditions, whilst at all times respecting the principles of equal treatment, non-discrimination, transparency and proportionality.

The Contracting Entity may conduct negotiations in one or more rounds during negotiation meetings. The Contracting Entity will ensure that all Tenderers invited to the negotiations receive the same information, where necessary by means of anonymised clarification notes. The Contracting Entity may also decide to dispense with negotiation rounds and evaluate the initial Tenders directly by applying the award criteria set out in Chapter 3.

The Contracting Entity will not negotiate on the minimum requirements, the award criteria or any other elements designated as non-negotiable in this Request for Proposal or in the clarification notes. These elements must be accepted unconditionally by the Tenderers.

The Contracting Entity may therefore choose not to hold any negotiation round and, after receipt of the first Tenders, immediately commence the evaluation of the Tenders, as described in Chapter 3 of this document.

## **1.15 Final Tenders (Best and Final Offer)**

Upon conclusion of the negotiations, the Contracting Entity will invite the remaining Tenderers to submit a final Tender (Best and Final Offer, BAFO) within a specified deadline. The BAFO will replace all previous versions of the Tender and will form the sole basis for the final evaluation and



the award decision.

The BAFO shall comply in full with this Request for Proposal (as amended and/or supplemented by clarification notes) and with any further instructions given by the Contracting Entity in the BAFO invitation. The Tenderer shall clearly indicate any changes compared with its previous Tender.

By submitting a final Tender (BAFO), the Tenderer undertakes an unconditional commitment to enter into a contract on the basis of the contract template documents provided as part of the tender package. These templates establish the fundamental commercial terms, risk allocation, warranties, performance obligations and dispute resolution mechanisms that will govern the contractual relationship.

The BAFOs will be evaluated in accordance with the award criteria and evaluation methodology set out in Chapter 3 of this Request for Proposal.

### **1.16 Evaluation procedure**

The evaluation of the Tenders in this negotiated procedure will be carried out as follows:

#### ***Step 1 – Verification of completeness and validity of the initial Tender***

The initial Tender must be complete and valid. “Complete” means that all documents required to be submitted at the initial tender stage have in fact been submitted, in full and in the manner prescribed in this Request for Proposal. An incomplete Tender will be excluded from further evaluation, unless the Contracting Entity regards the omission of certain information as an obvious clerical error. The absence of documents relating to the award criteria will not be regarded as an obvious clerical error.

“Valid” means that, where required, documents are duly signed by an authorised representative as evidenced by the relevant trade register. For this purpose, a hard copy bearing an original (“wet”) signature must have been signed, and a scanned copy thereof may be submitted as part of the Tender. The hard copy serves as evidence and may be requested during verification.

The Tenderer shall submit an unconditional Tender, under penalty of exclusion. This means that the Tender shall not be subject to any reservations, conditions or “ifs and buts”. Furthermore, the standard declarations included in the annexes shall be completed and signed in the manner requested. Under no circumstances is the Tenderer permitted to amend the fixed wording of the standard forms.



A conditional and/or incomplete and/or invalid Tender will be set aside and excluded from further evaluation.

### ***Step 2 – Verification of compliance with requirements***

All requirements set out in the specifications shall be met in full or shall be unconditionally accepted and included in the offered price, unless explicitly provided otherwise in this Request for Proposal. The specifications, as amended or supplemented by clarification notes, shall take precedence and shall prevail over any annexes or explanatory notes submitted with the Tender.

On the basis of this step, the Contracting Entity will determine whether the Tenderer and the initial Tender are admissible and compliant and may be considered for participation in the negotiations.

### ***Step 3 – Negotiations***

All admissible and compliant initial Tenders will be invited to participate in the negotiations. If, in the course of this evaluation, only minor aspects of a Tender give rise to questions, the Contracting Entity may request written clarification. The Contracting Entity is strongly considering limiting the negotiations to a single round.

### ***Step 4 – Evaluation of BAFOs***

After conclusion of the negotiations and receipt of the BAFOs, the Contracting Entity will verify whether the BAFOs are complete, valid and compliant in line with the principles set out in Steps 1 and 2 above. The BAFOs that are complete, valid and compliant will then be evaluated by the Evaluation Committee solely on the basis of the information contained in the BAFOs, in accordance with the award criteria and evaluation methodology described in Chapter 3.

Throughout the entire evaluation process, Tenders will be assessed solely on the basis of the information submitted by the Tenderers. If, after evaluation of the BAFOs, two or more Tenders obtain the same total score, the Tender with the highest score on the principal qualitative criterion will rank first for award. If the scores on that criterion are also identical, the Contracting Entity will determine the ranking by drawing lots.

If, during the evaluation of the BAFOs, only minor aspects of a BAFO give rise to questions, the Contracting Entity may decide to seek limited clarification from the Tenderer that ranks first for award, provided that such clarification does not lead to a modification of the BAFO that would amount to a new Tender. If, following such clarification, it appears that the BAFO does not comply, that BAFO will nevertheless be declared invalid and set aside, and the Tenderer ranked second will become the intended Contractor.



The Contracting Entity may also request the intended Contractor to submit supporting evidence or to respond to verification questions.

### **1.17 Negotiation Meeting**

Negotiation meetings may be held physically, digitally or in hybrid form, at the discretion of the Contracting Entity. Prior to the negotiation meetings, Tenderers will receive:

- an official invitation,
- the meeting agenda,
- the negotiation timetable (date and time)
- procedural information on how the negotiations will be conducted.

During negotiation meetings, the Contracting Entity will:

- provide structured feedback on the initial Tender,
- ask clarifying questions
- engage in dialogue on aspects where improvements may be advantageous.

The Contracting Entity is not obliged to disclose all identified issues, uncertainties or weaknesses. Tenderers remain fully responsible for ensuring that their Tender is clear, complete and compliant with the tender requirements.

#### **Documentation and Transparency**

After each negotiation meeting, the Contracting Entity will prepare negotiation minutes, which will be shared with the relevant Tenderer as the formal record of the discussions. Should the Contracting Entity need to amend the tender documentation as a result of the negotiations, revised tender documents will be communicated to all participating Tenderers following the negotiation round, in accordance with the principles of equal treatment and transparency under Dutch and EU public procurement law.

#### **Submission of Revised Tenders**

Following the negotiation round, each Tenderer will be invited to submit a revised Tender (second Tender). The Contracting Entity expects to be able to award the Contract on the basis of these second Tenders.

If deemed necessary by the Contracting Entity, the Contracting Entity may conduct a second negotiation round, after which Tenderers will be invited to submit a final revised Tender (third Tender). The Contracting Entity reserves the right to rely on a Tenderer's previous Tender submissions until the expiry of the acceptance period. Participation in negotiations does not release the Tenderer from any earlier Tender commitments unless explicitly stated otherwise by the Contracting Entity.



## **1.18 Decision on award**

The Tenders (in principle the BAFOs) will be evaluated in accordance with the award criterion and evaluation methodology described in Chapter 3 of this Request for Proposal. The Contracting Entity will notify its intention to award the Contract to the Tenderer whose BAFO represents the best price-quality ratio.

All Tenderers will be informed simultaneously and in writing of the outcome of the tender procedure. The Contracting Entity will state the reasons why the Contract is not being awarded to the other Tenderers.

A Tenderer loses its right to challenge the award decision if it has not instituted summary proceedings (kort geding) before the competent civil court within twenty (20) calendar days from the date on which the notification of the intention to award was sent, by serving a writ of summons on the Contracting Entity within that period.

The Contracting Entity may definitively award the Contract to the Tenderer offering the best price-quality ratio if no proceedings have been instituted in the manner described above within the period of twenty (20) calendar days. Definitive award can only take place to a Tenderer that still complies with all applicable requirements at that time.

If the selected Tenderer no longer meets the requirements, or if the court so orders in summary proceedings, the Contracting Entity may adopt a new intention to award. This new intention to award will be communicated simultaneously to all Tenderers. The Contracting Entity may definitively award the Contract to the Tenderer named in the new intention to award if no proceedings have been instituted in the prescribed manner within twenty (20) calendar days.

If, in any of the aforementioned situations, summary proceedings are instituted in time, the Contracting Entity will not proceed to definitive award until after the decision of the court in first instance.

The final award decision is subject to approval by or on behalf of the Contracting Entity's ultimate decision-makers.



### **1.19 Tender validity**

The Tenderer shall be bound by its Tender for a period of at least 120 calendar days, counting from the deadline for submission of the Tender. The Tenderer may not withdraw, modify or qualify its offer during this acceptance period, except as explicitly permitted through the structured negotiation process described in this document.

If summary proceedings are initiated in relation to this tender procedure, the validity period of the Tenders shall automatically be extended until twenty-one (21) calendar days after the court's decision. In all other cases, the Contracting Entity reserves the right to request Tenderers to extend the validity period of their Tenders.

Notification of a provisional contract award to the successful Tenderer does not automatically release unsuccessful Tenderers from their tender obligations. Unsuccessful Tenderers remain bound until the standstill period has expired and the Contract has been formally executed with the selected contractor. This provision protects the position of the Contracting Entity, for example in the event that contract finalisation with the preferred Tenderer fails or if legal challenges to the award decision necessitate reconsideration of the ranking of Tenders.

### **1.20 Forfeiture of rights**

This Request for Proposal and its accompanying documents have been drawn up with great care. If a Tenderer considers that this document or any clarification note contains ambiguities and/or inconsistencies, that the specifications and/or award criteria are unclear or unlawful, that the evaluation methodology is unclear, or that this document is in whole or in part contrary to applicable law or procurement principles, the potential Tenderer shall raise such issues by submitting a question in the clarification procedure or, at the latest within five (5) calendar days after dispatch of the latest clarification note, by submitting a written and reasoned notification to the Contracting Entity. Failing this, any right to challenge this document will be forfeited.

If the Contracting Entity's response does not result in an amendment of this document, or results in an amendment that, in the Tenderer's view, is incorrect or insufficient, the Tenderer shall initiate summary proceedings before the competent court no later than twenty-four (24) hours before the tender submission deadline for the BAFOs, and shall notify the Contracting Entity thereof without delay by serving the writ of summons at the address of the Contracting Entity. Failing this, any right to challenge the tender documents will be forfeited. If summary proceedings are initiated, the Contracting Entity reserves the right to suspend or cancel the tender procedure.

## 1.21 Complaints

If, after the clarification process, you still have complaints regarding the conduct of this negotiated procedure, you may submit such complaints to the complaints desk of WOW B.V. (using the e-mail address stated in the Selection Guide). Complaints may relate to alleged non-compliance with statutory provisions or to alleged breaches of general procurement principles. Complaints shall be submitted in writing (by e-mail) and must clearly and with reasons indicate which aspect of the tender procedure the complaint concerns. Complaints will be dealt with as soon as reasonably possible, and the complainant will be informed of the outcome.

## 2 Information on the contract

### 2.1 Contracting Entity

The Contracting Entity for this tender procedure is:

Warmtebedrijf Oost-Wageningen B.V.

[Postal address]

[Visiting address]

The Contracting Entity is responsible for the preparation, conduct and completion of this negotiated procedure with prior call for competition and will be the counterparty to the contract resulting from this procedure.

### 2.2 Scope and nature of the contract

The contract concerns the design and realisation of a comprehensive heating solution serving approximately 461 consumers through an innovative combination of heat pump technology and natural gas back-up systems, all accommodated within a purpose-built technical building that complies with stringent local planning requirements and environmental considerations.

In outline, the scope of the contract includes, but is not limited to:

- concept and detailed design of the technical building and associated installations;
- design and engineering of the heating system, including heat pumps, natural gas back-up systems, distribution components, control systems and interfaces;
- supply, installation, functional testing and commissioning of all works, systems and

installations required to provide the heating solution;

- coordination and interfaces with existing and/or future network infrastructure as further described in the technical specifications;
- preparation of as-built documentation, operation and maintenance documentation, and training of the Contracting Entity's staff;
- support during the initial operational period as further set out in **the [draft framework agreement and/or implementation agreement]**.

A more detailed description of the scope and of the technical and performance requirements is set out in the specifications and associated annexes to this Request for Proposal.

### **2.3 Stipulated Services**

In the tender documents and tender lists, certain services are classified as either stipulated services or options. These classifications form part of the commercial structure of the tender and are consistent with standard practice in Dutch public procurement **[and the use of the UAV-GC 20## contractual framework]**.

#### **Stipulated Services (“voorgeschreven posten”)**

Stipulated services consist of predefined quantities, unit rates and lump-sum items that must be included in the Tenderer's total tender price. These prices are taken into account in full in the evaluation of the total economic offer.

After contract award, stipulated services may be deleted in whole or in part from the Contract Price. However, the corresponding unit rates and quantities remain binding and may subsequently be used for the valuation of additional or reduced works (“meer- en minderwerk”) during the contract term. The full scope and breakdown of the stipulated services are set out in the tender lists.

### **2.4 Options**

The tender incorporates specified options that must be priced by tenderers even though the Contracting Entity is not obliged to exercise these options upon contract award. Options provide flexibility for the Contracting Entity to adjust the scope of contracted works based on budget considerations, operational requirements, or other factors emerging during the procurement process or early contract stages.



## Option Categories

Two categories of options are defined within this tender. Evaluated options form part of the tender assessment and award decision—the economic and technical merits of these options influence the overall ranking of tenders. Non-evaluated options must be priced but do not affect tender evaluation scores; these represent potential future additions that the Contracting Entity may elect to procure subsequent to initial contract award.

Detailed specifications for each option, including technical requirements and pricing schedule entries, are provided in the Special Requirement Specifications and tender pricing documents. Tenderers must ensure that option pricing is consistent with the main tender and that options are technically compatible with the baseline installation.

A more detailed description of the options and of the technical and performance requirements is set out in the specifications and associated annexes to this Request for Proposal.

## 2.5 Variants

Alternative or parallel tender submissions proposing fundamentally different technical approaches, equipment selections, or delivery strategies are not permitted. Tenderers must submit offers conforming to the specified technical requirements and contract structure. Innovation and optimisation within the defined parameters are encouraged, but variant solutions departing from core requirements will not be considered. In summary, variants or alternative Tenders are not permitted and will be excluded from participation in this tender procedure. The Tenderer shall submit a Tender strictly in accordance with this Request for Proposal and the specifications.

## 2.6 Parallel Works and Demarcation

There will be *parallel works* undertaken by other contractors on the project during the execution of this contract. Tenderers must therefore take into account that coordination, interface alignment, and safe co-activity management will be essential throughout the construction and commissioning phases.

The **scope boundaries and allocation of responsibilities** between this contract and the parallel works are described in **Document X,X – Demarcations (Demarcations Section)**. This document shall be considered part of the contractual basis, and the Contractor is required to comply with all demarcations and interface arrangements defined therein.



## **2.7 Procurement documents**

The following documents form an integral part of this Request for Proposal:

- this Request for Proposal, including all clarification notes;
- the technical specifications, including annexes, drawings and any data sheets;
- the draft framework agreement and any draft call-off / implementation agreements;
- the tender forms and standard declarations;
- any other documents expressly designated as part of the procurement documents.

The Document List provides a comprehensive index of all tender documents, their reference numbers, issue dates, and revision status. This list will be updated if correction sheets are issued or if documents are revised during the tender period. Regular monitoring of the TenderNed platform for document updates is essential to ensure tender submissions are based on current information.

All documents are integrated components of the tender and must be read in conjunction to understand fully the requirements, constraints, and commercial terms applicable to this procurement procedure. In the event of any inconsistency between the procurement documents, the order of precedence set out in the draft framework agreement shall apply, unless expressly provided otherwise.

Tender documents are available exclusively through electronic distribution via TenderNed. No physical document sets will be distributed. Tenderers are responsible for ensuring they have downloaded all current versions of tender documents, including any subsequently issued corrigenda or clarifications.

## **2.8 Legal, fiscal and labour-law obligations**

By submitting a Tender, the Tenderer confirms that, in preparing and pricing its Tender, it has duly taken into account all applicable obligations in the fields of environmental, social and labour law arising from European Union law, national law, collective agreements and, where relevant, the international conventions on environmental, social and labour law referred to in Annex X to Directive 2014/24/EU, insofar as these are applicable to procedures conducted pursuant to Directive 2014/25/EU and its national implementation.

Information on applicable provisions concerning taxation, environmental protection, health and safety at work and working conditions can be obtained from the competent national authorities.



In the event of non-compliance with applicable obligations in the field of labour law and working conditions during performance of the contract, the Contracting Entity may report such non-compliance to the competent supervisory authority.

## 2.9 Language requirements

By submitting a Tender, the Tenderer confirms that the key personnel deployed to site possess sufficient proficiency in either English or Dutch to communicate clearly with representatives of the Contracting Entity, local inspectors and neighbouring stakeholders. Safety-critical communications and coordination with emergency services require unambiguous linguistic capability.

In addition, while the primary tender documents must be in English or Dutch, certain supporting materials, such as manufacturers' product data sheets, technical specifications or test certificates, may be submitted in their original language where translation would be impractical or commercially unreasonable. However, in such cases, Tenderers shall provide English or Dutch translations of all passages essential to the tender evaluation, including performance specifications, compliance statements and warranty terms.

## 2.10 Framework agreement

The Contracting Entity intends to conclude a framework agreement with the successful Tenderer. The framework agreement will have the initial term and any extension options specified in the draft framework agreement. The framework agreement will terminate automatically on expiry of its maximum term.

The framework agreement sets out the general terms and conditions governing the relationship between the Contracting Entity and the successful Tenderer, including the conditions applicable to any implementation agreements and/or call-off contracts. The Contracting Authority intends to award the call-off contract(s) under the framework agreement on the basis of the [UAV-GC 20##].

By submitting a Tender, the Tenderer expressly and unconditionally accepts the draft framework agreement and the conditions set out therein, as well as this Request for Proposal and its annexes, save where and insofar as the Contracting Entity has explicitly accepted proposed amendments in writing.



The Contracting Entity may, at any time, unilaterally decide to terminate the framework agreement early by means of a written notice. Any such early termination by The Contracting Entity of its part of the framework agreement will depend, inter alia, on developments in the project, the securing of the remaining financing and the obtaining of the necessary permits.

## 2.11 Discount and bonus/malus provisions

If and insofar as the procurement documents provide for discount mechanisms or bonus/malus provisions linked to the quality of performance (for example in relation to the Quality Criteria), the successful Tenderer shall be obliged to perform all measures, activities and levels of quality offered in its Tender without any entitlement to additional payment, compensation or set-off.

Failure to comply with such commitments may result in the application of contractual penalties, discounts and/or other remedies as set out in the procurement documents and the framework agreement, without prejudice to the Contracting Entity's right to claim damages.

## 2.12 Tender compensation

The Contracting Entity recognises the significant effort required to produce a compliant and technically robust Tender for this complex project and will therefore provide tender compensation to Tenderers who submit a compliant final bid in this second phase of the procedure but are not awarded the Contract.

Accordingly, a Tenderer that has submitted a complete, valid and fully compliant final Tender (BAFO), which has not received any insufficient scores on the (sub)-award criteria and is not selected for award of the Contract, will be eligible for a contribution from the Contracting Entity towards its participation and tendering costs in the amount of **EUR 10,000**.

Tenderers participate at their own commercial risk, acknowledging that tender preparation involves substantial effort and that any compensation only partially offsets these costs. The Contracting Entity may cancel the tender at any time prior to contract award; in such case, tender compensation will still be paid to compliant Tenderers as described above if the notification of cancellation by the Contracting Entity takes place after receipt of a final Tender (BAFO).



### 3 Award criterion and evaluation

#### 3.1 Award criterion

The contract will be awarded on the basis of the most economically advantageous tender (MEAT), identified as the best price-quality ratio.

The award criteria set out in this Chapter 4 will be applied only to the final Tenders (Best and Final Offers, BAFOs) submitted after completion of the negotiations. The award criteria are not used for the selection of Tenderers invited to negotiations.

#### 3.2 Evaluation on the basis of “Award on Value”

The best price-quality ratio will be determined using an “Award on Value” methodology. Under this methodology, the qualitative scores awarded to the BAFO may result in a notional (fictitious) discount, for evaluation purposes only, being applied to the Tenderer’s offered price, thereby producing an evaluation price. The Tenderer whose BAFO results in the lowest evaluation price will be deemed to have submitted the most economically advantageous tender and will be ranked first for award.

The following main award criteria and maximum fictitious discounts apply:

#	(Sub )criterion	Maximum fictitious value
AC1	Total economy	
AC2	System quality, reliability and construction, as well as simple maintenance	€750.000
AC3	Organisation and quality management	€450.000
AC4	Service Organization Structure and Warranty Period	€300.000

Example of the methodology:

#	Tenderer X	Tenderer Y	Tenderer Z
AC1 – Total economy	€ 2.000.000	€ 3.000.000	€ 4.000.000
AC2 – SQ	-/- € 0	-/- € 750.000	-/- € 375.000
AC3 – OQ	-/- € 0	-/- € 450.000	-/- € 225.000
AC4 – SO	-/- € 150.000	-/- € 300.000	-/- € 150.000
Evaluation price	€ 1.850.000	€ 1.500.000	€ 3.250.000
Rank	2	1	3



### 3.3 AC1 Price criterion – Total Economy

For the AC1 price criterion, the Tenderer shall submit an all-inclusive overall lifecycle cost in accordance with the tender forms and the specifications.

#### **Pricing Schedule**

Tender pricing must be provided using the standardised tender list documents. These schedules itemise all contract elements, specifying units of measurement, quantities, and allowing insertion of unit rates and extended values. Correct and complete pricing schedule completion is mandatory—errors, omissions, or inconsistencies may render tenders non-compliant.

#### **Warranty Sheet Requirements**

Performance warranty data must be entered into the standardised warranty sheet format (document VP01). These sheets capture guaranteed performance parameters at multiple operating points spanning the expected operational envelope of the heat pump system. Both Excel file format (allowing calculation verification) and PDF format must be submitted.

#### 3.3.1 General conditions

All amounts shall be stated in euros, exclusive of VAT.

To ensure comparability of the First Tenders and/or BAFOs, variants in any form are not permitted. By signing the tender forms, the Tenderer declares that all requirements set out in the procurement documents, as may be amended by the clarification notes, are fully taken into account in the prices and rates offered.

The offered contract price will be used as the basis for calculating the evaluation price after deduction of any fictitious discounts awarded on the qualitative criteria.

#### 3.3.2 Present value optimisation

A higher present value results in greater long-term savings for the Contracting Authority. Tenderers are therefore encouraged to optimise their proposed solution to **maximise present value**. Offers with a higher present value will be regarded as **more advantageous**.

- The present value for the heating plant must be calculated using the **Warranty Sheet VP01** (Document 2.4).
- The resulting present value shall be entered in the applicable Tender List (Document 2.3).
- An example of the Warranty Sheet is shown in **Figure 1**.





### **3.3.5 Operating points and performance data**

Present value calculations must be based on performance data for 10 operating points.

For each point, the Tenderer must provide values for the cold side, hot side, and electricity consumption.

The Warranty Sheet indicates which fields are used in the present value calculation.

The plant's operating economy is also assessed using a calculated Lorenz efficiency across the same 10 operating points, ensuring evaluation of the heat pump's performance under realistic annual operating conditions.

Operating points reflect variations in:

- district heating supply and return temperatures, and
- ambient air temperature and humidity throughout the year.

"Air temperature" refers to uncontaminated ambient air unaffected by the installation.

### **3.3.6 Electricity consumption accounting**

All electricity consumption associated with the heat pump—including any heat tracing—must be included in the total electricity consumption figure.

This must be used in the declaration, measurement, and verification of warranty data at all operating points, cf. Warranty Sheet VP01 in Documents 2.4.1–2.4.6.

### **3.3.7 Performance guarantee and acceptance testing**

The performance data entered for all 10 operating points will form the basis for:

- the performance guarantee, and
- the warranty (acceptance) test at final handover.



### 3.4 AC2 System quality, reliability and construction, as well as simple maintenance

The Tenderer is requested to submit a detailed description of its proposed solution.

This request entails to include detailed technical descriptions addressing the tenderer's design approach, understanding of project requirements, proposed solutions to identified challenges, and rationale for key equipment selections and system configurations. The narrative must clearly demonstrate comprehension of the project's unique constraints (including building envelope limitations, acoustic requirements, and proximity to sensitive areas) and explain how the proposed design effectively accommodates these conditions.

In addition, the tender must include a comprehensive control and operation strategy, describing in detail:

- **Defrosting strategy for outdoor evaporators/coolers**, including the control logic, sensors, temperature thresholds, airflow management, and measures taken to ensure continuous heating capacity during winter operation.
- **Integrated production strategy between heat pump and gas boiler**, including priority rules, load sharing logic, start/stop conditions, and how the system ensures optimal efficiency, reliability, and minimal emissions under varying load and ambient conditions.
- **Buffer tank integration and capacity rationale**, including a calculation based justification of the proposed buffer tank size, its operational role in stabilizing the system, reducing cycling, optimizing heat pump COP, and supporting hybrid operation with the boiler.

#### Specific Documentation Requirements

Extensive equipment documentation is required, including manufacturer's data sheets, performance curves, dimensional drawings, materials specifications, and country of origin declarations for major components such as compressors, electric motors, pumps, heat exchangers, evaporators with fans, frequency converters, and switchgear. This documentation must enable verification that proposed equipment meets the specification requirements and supports lifecycle reliability predictions.

Control system documentation must identify the proposed PLC hardware and software platforms, HMI configurations, instrumentation specifications, and the overall control philosophy. The description must include network architectures, communication protocols, integration with the supervisory control and data acquisition (SCADA) system for the district heating network, and provisions for remote monitoring and diagnostics.

The control philosophy must explicitly incorporate the defrost sequence, hybrid operation between heat pump and gas boiler, and buffer tank management, demonstrating how these functions interact to ensure stable, efficient, and resilient system performance.

Piping and instrumentation diagrams (P&IDs), system layouts, cooling yard arrangements, and building



integration drawings must be provided in sufficient detail to demonstrate spatial feasibility, servicing accessibility, compliance with safety codes, and accommodation of future expansion provisions. These drawings must verify that the proposed solution fits within the constrained building envelope and site footprint while supporting the required operational strategies.

### **Acoustic Compliance Evidence**

Given the stringent noise limit, comprehensive acoustic documentation is essential. Tenders must include manufacturer's certified noise emission data for all significant sound sources (compressors, fans, pumps, burners), acoustic modelling predicting sound propagation to the measurement distance, and descriptions of all noise attenuation measures incorporated into the design.

Documentation should address acoustic performance across all operational modes, including steady-state operation at various load levels, transient conditions during start-up and shutdown, defrost cycles for the heat pump system, and emergency or fault scenarios. Variability in fan speeds for evaporator units should be explained, demonstrating that noise limits are maintained throughout the permissible operating range.

Proposed noise reduction strategies may include enclosures, vibration isolation mountings, silencers on air intakes and exhausts, equipment selection favouring inherently quieter technologies, and operational controls limiting noisier modes to specific time periods if necessary. The cooling yard design's contribution to overall acoustic performance should be explicitly addressed, including any barriers or landscaping features incorporated for sound attenuation.

### **Assessment**

The assessment of the quality, reliability, and construction of the proposed heating plant will be based on the Tenderer's technical solution, including plant design, chosen system architecture, component selection, functional description, P&ID diagrams, site layout, and drawings (including any 3D basis material).

Adequate elaboration of the elements listed below, which are highlighted in **bold** in this section, may result in **additional weight** being awarded in the evaluation of this sub-criterion:

- **Use of proven components, systems and solutions that have been thoroughly tested in large-scale projects.**
- **The system's ability to regulate efficiently in accordance with the functional requirements.**
- **A well-described method for measuring energy consumption for individual plant components and systems, including defrosting cycles for air-to-water heat pumps.**
- **Low expected downtime.**
- **Good accessibility for servicing and maintenance.**
- **A maximum permissible outlet temperature on the district heating (FJV) side that exceeds the minimum requirement for heat pumps.**
- **Short start-up and shutdown times.**



- **High operational reliability, including the ability to maintain heat production in the event of component failure, and clear description of how sub-systems (including internal heat-pump modules) remain operational when parts are taken out of service.**
- **Long expected component lifetime.**
- **Robust surface treatment and ease of cleaning.**

### **Assessment of Maintainability**

Maintainability will be evaluated based on the plant's structural layout and practical access conditions, including:

- the ability to perform **remote monitoring**,
- physical access to key components and systems,
- possibilities for dismantling and replacement,
- use of **proven and readily available components** with accessible spare parts, and
- the ability to carry out **daily inspections** (including clear accessibility to instrumentation needed for day-to-day operational monitoring, with particular attention to the refrigerant side of the heat-pump system).
- In addition, it is considered favorable if repairs or servicing can be performed **without interrupting heat production**.

### **Evaluation of the Internal layout Solution**

The internal layout will be assessed based on its **construction quality, reliability, and maintainability**.

The Tenderer must clearly describe the quality, internal layout, structural choices, and functional design.

In the evaluation, positive emphasis will be placed on:

- well-considered and future-proof technical solutions,
- the use of durable and high-quality materials, clear attention to operational conditions, climatic factors, access routes, fire protection, and general safety, and
- the ability to accommodate **future expansion**.

All qualitative commitments and measures described in the Tender / BAFO shall be deemed to be included in the offered price and will form part of the contract.



### Assessment levels:

For this qualitative criterion, the following fictitious monetary amounts will be awarded as set out below. These amounts are used solely for evaluation purposes and do not represent actual payments.

Assessment		Awarded Fictitious Value	Description
10	Excellent	€750,000 [100%]	The criterion is fulfilled in an optimal and exemplary manner.
9	Very Good	€562,500 [75%]	The criterion is fulfilled to a very high and satisfactory standard.
8	Good	€375,000 [50%]	The criterion is fulfilled to a good and satisfactory standard.
7	Above average	€187,500 [25%]	The criterion is fulfilled above the expected standard.
6	Adequate	€0 [0%]	The criterion is fulfilled to a sufficient minimum standard.
0	Inadequate	KNOCK-OUT	The criterion is not, insufficiently and/or unacceptably fulfilled.

NB. If a score of 0 is awarded for this (sub-)criterion, the Tender will be excluded from further consideration in this procedure.

### 3.5 AC3 Organisation and quality management

The Tenderer is requested to submit a detailed description of its organization and quality management with regard to the current project.

Hereto Tenderer is requested to describe the proposed project organisation, clearly delineating responsibilities between the turnkey contractor's own staff and subcontractors engaged for specialist scopes. Organisational clarity is essential for effective project coordination, accountability for performance, and Contracting Entity confidence in successful delivery.

Curriculum vitae for key personnel must demonstrate relevant qualifications, experience on comparable projects, and specific competencies aligned with this project's requirements. Named individuals become contractual commitments—substitution during contract execution requires Contracting Entity approval and demonstration that replacement personnel possess equivalent capabilities.



The team must consist of at least the following members, each of whom must meet the minimum requirements specified for their role:

- Project Manager: minimum of 5 years' experience; proven track record in heat pump project delivery; full-time assignment.
- Electrical Systems Lead: minimum of 5 years' relevant experience; expertise in high-voltage systems; coordination capability.
- Controls Specialist: minimum of 5 years' experience in controls; capability to integrate SCADA systems; commissioning expertise.
- Construction Manager: experience in building construction; leadership in site safety; subcontractor coordination.

### **Quality, Safety and Environmental Management Systems**

Description of the tenderer's quality, safety and environmental management framework, certification to relevant ISO standards (for example ISO 9001 for quality management systems), and project-specific quality assurance procedures must be provided. The quality assurance plan should address design reviews, procurement controls, manufacturing oversight for factory-built components, site inspection programmes, testing and commissioning protocols, and documentation management systems ensuring traceability and regulatory compliance.

### **Assessment**

The assessment of the Tenderer's proposed project organisation will focus on the clarity and robustness of the organisational structure, including a **logical division of responsibilities**, an appropriate allocation of tasks across disciplines, and a clear description of the roles and responsibilities of all subcontractors involved.

Adequate elaboration of the elements listed below, which are highlighted in **bold** in this section, may result in **additional weight** being awarded in the evaluation of this sub-criterion:

- **A clearly structured project organisation with transparent responsibility allocation aligned with the project's complexity and scope.**
- **Appointment of a dedicated and consistent Project Manager with demonstrated authority and relevant experience from comparable projects.**
- Submission of **CVs for all key personnel**, including specialists in heat pumps, electrical systems, control systems, and construction.
- **Documented qualifications:**
  - The Project Manager must have *minimum five years of relevant professional experience* and must have managed *at least one heat pump project of at least 1 MW thermal capacity*.
  - Key personnel within control systems and electrical engineering must document *minimum five years of relevant experience*.



- **High competence level** among the proposed key personnel, demonstrated through relevant education, experience, knowledge and technical skills that contribute to successful project delivery.
- A clear commitment that **the offered key personnel will be assigned to the project** and may only be replaced with prior approval from the Contracting Authority.

### Assessment of Quality Management

The following elements relating to the Tenderer's quality management will be weighted positively:

- **Possession of an up-to-date and effective quality management system**, aligned with recognised standards and fully adapted to the nature of the project.
- Clear procedures ensuring that all required inspections, tests, and verifications will be **performed, documented, and validated.**
- Well-established systems for **collecting, organising, and delivering project documentation.**
- **Effective processes for identifying, registering, and rectifying non-conformities** (defects, deviations, and errors).

All qualitative commitments and measures described in the Tender / BAFO shall be deemed to be included in the offered price and will form part of the contract.

### Assessment levels:

For this qualitative criterion, the following fictitious monetary amounts will be awarded as set out below. These amounts are used solely for evaluation purposes and do not represent actual payments.

Assessment		Awarded Fictitious Value	Description
10	Excellent	€450,000 [100%]	The criterion is fulfilled in an optimal and exemplary manner.
9	Very Good	€337,500 [75%]	The criterion is fulfilled to a very high and satisfactory standard.
8	Good	€225,000 [50%]	The criterion is fulfilled to a good and satisfactory standard.
7	Above average	€112,500 [25%]	The criterion is fulfilled above the expected standard.
6	Adequate	€0 [0%]	The criterion is fulfilled to a sufficient minimum standard.
0	Inadequate	KNOCK-OUT	The criterion is not, insufficiently and/or unacceptably fulfilled.

NB. If a score of 0 is awarded for this (sub-)criterion, the Tender will be excluded from further consideration in this procedure.



### 3.6 AC4 Service Organization Structure and Warranty Period

The Tenderer is requested to submit a detailed description of its service organization structure and warranty period of the heating central with regard to the current project. This request entails a description of the following subjects:

#### **Service Capability Requirements**

The Tenderer must describe the service organisation that will support the heating plant throughout the warranty period and potentially through subsequent operational phases if service agreements are established. Key service organisation attributes include telephone support availability and operating hours, emergency response capabilities and guaranteed attendance times, geographic location of service technicians relative to the Wageningen site, and spare parts inventory arrangements ensuring rapid component replacement.

#### **Extended Warranty Offerings**

Standard warranty requirements are defined in the contract documents. However, the Tenderer may propose extended warranty periods beyond these minimums, which will be positively evaluated as part of the service organisation assessment. Extended warranties demonstrate confidence in equipment reliability, reduce long-term risk for the Contracting Entity, and may provide competitive advantage in Tender evaluation. Service agreement proposals should be included as options in the tender pricing, outlining the scope of services provided, response time commitments, preventive maintenance schedules, reporting and performance monitoring arrangements, and annual costs. Well-structured service agreements can significantly enhance operational reliability and reduce total cost of ownership for the Contracting Entity.

#### **Assessment:**

Elements highlighted in **bold** below are given **positive weight** in the evaluation of this sub-criterion.

The assessment of the Tenderer's proposed service organisation will focus on its ability to ensure **rapid and reliable response** in the event of faults, breakdowns, or performance issues, with the objective of maintaining continuous heat production.

Adequate elaboration of the elements listed below, which are highlighted in **bold** in this section, may result in **additional weight** being awarded in the evaluation of this sub-criterion:

- **Availability of rapid assistance**, including the provision of **24/7 support** for mechanical, electrical, and control-system issues.
- **Geographical proximity** of the service organisation to the project site and the location of the **spare parts warehouse**, enabling fast mobilisation and repair.
- **Short delivery times for critical spare parts**, supported by documented stock levels or guaranteed supply arrangements.



## Warranty Period

The **warranty period** is an important evaluation parameter. Tenderers offering a **longer warranty period than the minimum required** will receive **positive weighting**, provided that the extended warranty is clearly described and included in the tender submission.

In addition, emphasis will be placed on:

- the scope and quality of the **offered service agreement**,
- a clear description of the **content, obligations, response times, preventive maintenance**, and
- the **benefits provided to the Contracting Authority** through such an agreement (e.g., reduced downtime, predictable costs, availability guarantees, performance monitoring, etc.).

All qualitative commitments and measures described in the Tender / BAFO shall be deemed to be included in the offered price and will form part of the contract.

### Assessment levels:

For this qualitative criterion, the following fictitious monetary amounts will be awarded as set out below. These amounts are used solely for evaluation purposes and do not represent actual payments.

Assessment		Awarded Fictitious Value	Description
10	Excellent	€300,000 [100%]	The criterion is fulfilled in an optimal and exemplary manner.
9	Very Good	€225,000 [75%]	The criterion is fulfilled to a very high and satisfactory standard.
8	Good	€150,000 [50%]	The criterion is fulfilled to a good and satisfactory standard.
7	Above average	€75,000 [25%]	The criterion is fulfilled above the expected standard.
6	Adequate	€0 [0%]	The criterion is fulfilled to a sufficient minimum standard.
0	Inadequate	KNOCK-OUT	The criterion is not, insufficiently and/or unacceptably fulfilled.

NB. If a score of 0 is awarded for this (sub-)criterion, the Tender will be excluded from further consideration in this procedure.



### 3.7 General assessment criteria

When evaluating the Tenders, the members of the Evaluation Committee will apply, in addition to the specific elements mentioned under AC2, AC3 and AC4, the following general criteria:

- the extent to which the Tenderer's response is complete; a response is deemed complete where all aspects of the question are addressed and the answer is comprehensive;
- the extent to which the Tender is consistent; consistency means that there are no contradictions between the various answers;
- the extent to which the proposed solution is aligned with, and suitable for application by, the Contracting Entity;
- the extent to which the proposal has been prepared specifically for the present assignment and is sufficiently concrete and practically workable;
- the extent to which, and the manner in which, one or more of the requirements set out in the Specifications are offered by the Tenderer as part of its overall solution;
- the extent to which the Tender provides a future-proof solution;
- the extent to which the Tender results in a user-friendly solution;
- the extent to which the Tender is realistically achievable;
- the extent to which the Tender is innovative;
- the extent to which the Tender gives confidence that the desired end result will be achieved;
- the extent to which the Tender offers added value for the Contracting Entity.

### 3.8 Calculation of the evaluation price

For each BAFO, the evaluation price will be calculated as follows:

- i. Take the Tenderer's offered contract price (AC1) as stated in the tender forms.
- ii. Determine the fictitious discount amount awarded under each qualitative (sub-)criterion (AC2, AC3 and AC4), based on the qualitative assessment.
- iii. Add up all fictitious discounts to obtain the total fictitious discount.
- iv. Subtract the total fictitious discount from the offered contract price.
- v. The resulting amount is the evaluation price. The BAFO with the lowest evaluation price is the most economically advantageous tender (MEAT).

If two or more BAFOs result in the same evaluation price, the BAFO with the higher score on the principal qualitative criterion (as indicated in this Chapter 4) will rank higher. If the scores on that criterion are also identical, the Contracting Entity will determine the ranking by drawing lots.



### **3.9 Documentation of the evaluation**

The Contracting Entity will document the evaluation of the BAFOs and the underlying considerations in an internal evaluation report. The outcome of the evaluation and the main reasons for the award decision will be communicated to the Tenderers in the notification of the intention to award.