



# **Tender Guidelines**

European open procedure

## **HV-Skids for HV-substation Lageland**

for

Energiebedrijf Groningen – Lageland B.V.

|         |           |
|---------|-----------|
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## DEFINITIONS

The following terms are used in these Tender Guidelines. These terms are capitalised in these Tender Guidelines.

| Term                                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Appendix                             | The descriptive documents and documents to be completed belonging to the Tender Guidelines.                                                                                                                                                                                                                                                                                                                                                                                                  |
| Assignment                           | The Assignment as described in the Tender Documentation.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| (the) Award                          | Acceptance of the Tender submitted by the Tenderer within the meaning of article 6:217 of the Dutch Civil Code by means of signing the Contract. As long as no written Contract signed by the Contractor and the Client has been concluded, the Client shall not be considered to be bound to any extent. In such case, the Client cannot be held liable either for any costs or loss incurred in the unlikely event that signing is cancelled, irrespective of the reason for cancellation. |
| Award criteria                       | Substantive weighed criteria to determine the most economically advantageous Tender.                                                                                                                                                                                                                                                                                                                                                                                                         |
| Client                               | Lageland B.V.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Combination                          | A partnership of companies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Contract                             | The contract that will be concluded in accordance with the draft Contract of Appendix 2 as a result of this Procurement Procedure with the Tenderer with the most economically advantageous Tender.                                                                                                                                                                                                                                                                                          |
| Contractor                           | The company that has submitted a Tender and with whom eventually, on the basis of this Tendering Procedure, the Contract will/has been concluded in accordance with the draft Contract.                                                                                                                                                                                                                                                                                                      |
| Descriptive document                 | Documents provided by the Procurement Team with the objective of informing the Tenderers.                                                                                                                                                                                                                                                                                                                                                                                                    |
| European Single Procurement Document | The standard self-declaration for tendering procedures.                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Grounds for Exclusion                | Grounds that can lead to exclusion from further participation in the Tendering Procedure.                                                                                                                                                                                                                                                                                                                                                                                                    |
| HV-Skids                             | CT-VS skids, disconnecter skids, pantograph switch skids, pantograph earthing switch skids, field and rail gantries, and associated combination cabinets and all required mechanical, electrical and control interfaces necessary for a complete and operational installation as further detailed in Appendix 4 (Technical Specifications and Design).                                                                                                                                       |
| Information Notice(s)                | The document/the documents with questions asked by Tenderers and anonymised by the Procurement Team about the Tendering Procedure and the Tender Documentation, including the answers from the Procurement Team to these questions and the notifications published on the Website.                                                                                                                                                                                                           |

|                             |                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Main Contractor             | The Tenderer that has submitted a Tender in the Tendering Procedure and thereby called on the technical competence of one or more parties and/or in the possible execution of the Contract makes use of one or more Subcontractors and, both during the Tendering Procedure and during the possible execution of the Contract, is the first contact point for the Client. |
| Minimum requirements        | Qualitative requirements that the Tender must meet to be eligible for the Provisional Award Decision under penalty of exclusion ('knock-out requirements'). These are included in Appendix 4: Technical Specifications and Design.                                                                                                                                        |
| Price Schedule              | The Price Schedule is made available via the Website. The Award Criterion of "Price" is determined on the basis of the Price Schedule.                                                                                                                                                                                                                                    |
| Procurement Team            | A team consisting of various disciplines responsible for preparing the Tender Documentation, coordinating the Tendering Procedure, as well as but not limited to assessing the Tenders under the management of an employee of purchasing department of Lageland B.V.                                                                                                      |
| Prospective Tenderer        | A company that has download the Tender Guidelines in the context of possible participation in the Tendering Procedure.                                                                                                                                                                                                                                                    |
| Provisional Award Decision  | The choice of the Procurement Team for the Contractor with whom the Client intends to conclude the Contract to which the Tendering Procedure applies, also including the option of not concluding a Contract.                                                                                                                                                             |
| 2012 Public Procurement Act | 2012 Public Procurement Act of 1 November 2012 (Bulletin of Acts and Decrees 542), as last amended with Bulletin of Acts and Decrees 241. Abbreviation: Aw. ( <i>Public Procurement Act</i> )                                                                                                                                                                             |
| Subcontractor               | A company that will be deployed during the execution of the Contract, but whose technical and/or professional competence is not called upon by the Tenderer/Main Contractor during this Tendering Procedure.                                                                                                                                                              |
| Suitability Requirements    | Requirements that pertain to the level of the competences the Tenderer must have, under penalty of exclusion. The Suitability Requirements may concern the financial and economic capacity, technical competence and professional competence and/or professional authorisation.                                                                                           |
| Tender                      | The written offer/bid, including the associated documents, submitted by a Tenderer.                                                                                                                                                                                                                                                                                       |
| Tender Documentation        | All the documents made available by the Procurement Team in this Tendering Procedure, including but not limited to the Tender Guidelines, the Appendices, the draft Contract and the Information Notices.                                                                                                                                                                 |
| Tenderer                    | The company or combination of companies that has submitted a Tender.                                                                                                                                                                                                                                                                                                      |

|                     |                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tender Guidelines   | The document that is distributed to the Tenderers on the basis of which they can submit their tender. This document provides information about the requirements (Grounds for Exclusion, Suitability Requirements) that the Tenderer must meet, the process of the Tendering Procedure, the requirements that the (content of the) Tender must meet, the Award Criteria and the assessment procedure. |
| Tendering Procedure | The procedure with the objective of concluding the Contract between the Client and Contractor based on the draft Contract, with the start date being the date of announcement on TenderNed and the end date being the signing date of the Contract.                                                                                                                                                  |
| Third party         | <p>The company whose financial and economic capacity and/or technical competence are called upon to satisfy the Suitability Requirements.</p> <p>The company whose financial and/or economic capacity and/or technical competence and/or professional competence are called upon to satisfy the Suitability Requirements.</p>                                                                        |
| Website             | The Website is the TenderNed tendering platform that is used by the Procurement Team to support the whole of the communication and execution of this Tendering Procedure: <a href="http://www.tenderned.nl">www.tenderned.nl</a>                                                                                                                                                                     |
| Working Day         | A calendar day, not being (i) a Saturday or Sunday, (ii) a generally recognised holiday in the Netherlands or (iii) the equivalent of a generally recognised holiday pursuant to Article 3 (3) of the General Dates Act.                                                                                                                                                                             |

## STRUCTURE

This document contains the Tender Guidelines for European procurement procedure 'HV-Skids', prepared by the Procurement Team, under the guidance of the purchasing department of Energiebedrijf Groningen.

These Tender Guidelines describe the conditions that apply to the Tendering Procedure and the requirements that the Tenderer and the Tender must meet.

### Structure:

- Chapter 1, which is general in nature, contains information about the Client, as well as the scope and content of the Assignment that is the subject of this tender.
- Chapter 2 sets out the reservations and general provisions that apply to the Tendering Procedure.
- Chapter 3 contains a description of the Tendering Procedure, the time frame and communication with the Procurement Team.
- Chapter 4 includes the Suitability Requirements and the Grounds for Exclusion.
- Chapter 5 contains information about the method of assessment, the Minimum requirements and Award criteria, based on which the Assignment is awarded.
- Chapter 7 contains a description of the assessment and award procedure.
- Chapter 7 contains a Checklist and a list of Appendices.

### Rank order:

In the event of conflict between the various Tender Documentation, the following rank order shall prevail for this Tendering Procedure:

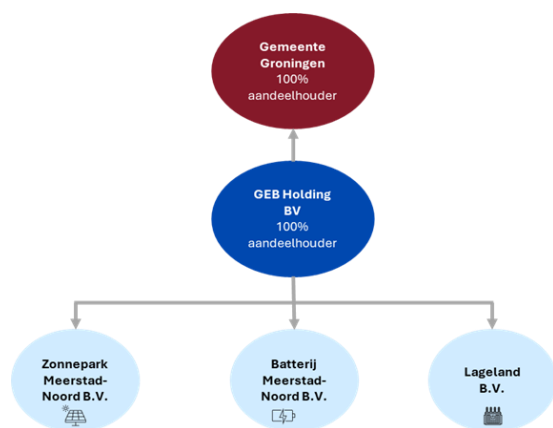
1. Information Notice, where the most recent version is ranked highest;
2. Tender Guidelines: this document;
3. Appendices to the Tender Guidelines;
4. Tender;
5. Website.

## 1 Information about the Client and the Assignment

### 1.1 The Client

The Client for whom this Tendering Procedure is being conducted is Lageland B.V. hereinafter referred to as the 'Client'.

Lageland B.V. is a 100% subsidiary of the Energiebedrijf Groningen (GEB Holding B.V.) and is responsible for the realisation of the Lageland HV-substation.



*Organizational structure*

#### About Energiebedrijf Groningen

At Energiebedrijf Groningen, we are working on a green and sustainable future for the region. We are a public energy company that is 100% owned by the municipality of Groningen. We supply locally generated energy from renewable sources. Our mission is to contribute to the municipal ambition to be completely CO2 neutral by 2035. We invest in green innovative projects such as solar and wind farms and use modern storage systems to accelerate the energy transition. Together we are building a sustainable and clean future for Groningen!

See the website: [Energiebedrijf Groningen - Duurzame energie is onderweg!](#)

#### The Procurement Team

The Procurement Team is authorised by the Client to carry out the Tendering Procedure on its behalf, in preparation for the Contract to be concluded between the Client and the Contractor. The Procurement Team consists of officials from the Client and the purchasing department of Energiebedrijf Groningen to ensure that material expertise, purchasing and legal knowledge are represented.

### 1.2 General purpose

The general purpose of this Tendering Procedure is to conclude a Contract with a company for the supply of HV-Skids for the Lageland HV-substation.

The Contract shall include an option for a second (2<sup>nd</sup>) order of HV-Skids with a similar scope of supply and specifications.

The Effective Date of the aforementioned Contract is the date as identified in the schedule.

### **1.2.1 Scope of the Assignment**

The Assignment consists of the supply of CT-VS skids, disconnecter skids, pantograph switch skids, pantograph earthing switch skids, field and rail gantries, and associated combination cabinets and all required mechanical, electrical and control interfaces necessary for a complete and operational installation. The equipment shall be suitable for outdoor installation in a 110 kV AIS substation and shall ensure safe, reliable and maintainable operation throughout the specified design life of the installation.

The Assignment shall include:

- Engineering, procurement and manufacturing;
- Factory Acceptance Tests (FAT);
- Transport to location Lageland HV-substation;
- Off-loading;
- Installation;
- Site Acceptance Tests (SAT);
- Contractor documentation (as built documentation, instructions/manuals, etc.);
- Warranty.

For the avoidance of doubt the scope of the Assignment shall not include the following:

the secondary bay cabling; the transformer interface panel; the fibre optic patch box in the coupler bays; the KES steel structures; the 110 kV main busbar with hoses and terminals; the earthing, the other steel structures; the transformers and the 33 kV-installation.

A detailed overview of all in-scope work packages with OBS numbers and the distribution of engineering/procurement/realization/testing is included in Appendix 4: Technical Specifications and Design.

### **1.2.2 Planning**

The Client maintains a timeframe for the HV-Skids delivery on Site from 1 June 2028 up to and including 31 October 2028. The exact required delivery date(s) will be communicated by Client call-off minimum 2 months in advance. The Tenderer shall take into account that the HV-Skids shall be complete (including FAT) and ready for transport as per 31 May 2028.

### **1.2.3 Additions during the Tendering Procedure**

The Procurement Team has described the specific objective of the Tendering Procedure in these Tender Guidelines as accurately as possible, with reference to descriptive documents where appropriate. The Procurement Team may provide additional information on request, to the extent that this is not of a confidential nature and can reasonably be deemed to be relevant for the execution of the Contract.

The Procurement Team also has the right to submit changes and/or additions to (Candidate) Tenderers during the Tendering Procedure, in observance of the Public Procurement Act 2012 in relation to 'material' changes. This information shall be made available to all Candidate Tenderers via the Website.

## **2 Reservations and general provisions**

### **2.1 General**

Tenderer must satisfy all the regulations, requirements and conditions stated in the Tender Documentation. The following applies to these regulations, requirements and conditions: Tenderer either meets them or not. If Tenderer does not satisfy one or more regulations, requirements and conditions, then in principle the Tender will be removed from consideration.

The Tender must be complete and submitted according to the specified structure as described on the Website.

During the Tendering Procedure, Tenderer must satisfy and continue to satisfy all the regulations, requirements and conditions stated in the Tender Documentation in full. If Client determines that this is not the case, the Tender will in principle be removed from consideration.

Tenderer must also fill in the digital **Uniform Europees Aanbestedingsdocument (UEA)** on the Website-TenderNed. For information purposes only, the equivalent of the UEA in the English language, the European Single Procurement Document, is included in Appendix 1.

If it is found during the Tendering Procedure that Tenderer no longer meets the requirements from the Uniform Europees Aanbestedingsdocument (UEA), then Tenderer can be excluded.

By submitting a Tender, Tenderer agrees to the Tender Documentation under penalty of exclusion.

Manipulative bidding is prohibited, will lead to disqualification and concerns the situation in which a Tenderer manages to win the Contract by submitting a bid that does comply with the requirements, but facilitates a result that is not envisaged by the tendering criteria/assessment system. This is possible if, for instance, a Tender makes a comparison with other Tenders impossible and consequently restricts competition. In some circumstances, a Tender can also be described as manipulative if it is established in advance that a Tenderer cannot actually perform the work for the price offered and that it wishes to transfer the costs to the Client in another way.

### **2.2 Language**

Tenders, including the supporting documents, must be drawn up completely in English or Dutch. Tenders in languages other than English or Dutch will be excluded from participation. Supporting documents in other languages than English or Dutch are allowed only if accompanied by a full English or Dutch translation by an officially sworn translator.

### **2.3 Use of brand names or types**

Where trademarks, patents or types, or a specific origin or production are referred to in these Tender Guidelines and/or Appendices, such should be read as "or equivalent".

### **2.4 Working conditions and occupational health and safety**

In preparing its Tender, Tenderer must take into account the obligations related to occupational health and safety and working conditions that apply in the location where the Contract will be performed, in accordance with the provisions of Article 2.81 of Aw 2012 (Dutch Public Procurement Act).

## 2.5 Communication and information

### 2.5.1 TenderNed

The Procurement Team is using the tendering platform TenderNed (“Website”) for the execution of this Tendering Procedure. All communication, the provision of the Tender Documentation and the submission of your questions and the Tender are exclusively done through the Website.

If you have any questions about the operation of TenderNed, you can contact the TenderNed Service Desk, which can be reached on working days from 08.30 to 16.30 hours on 0800 - 836 33 76 or via [servicedesk@TenderNed.nl](mailto:servicedesk@TenderNed.nl).

### 2.5.2 E-Recognition

TenderNed is making the switch to e-Recognition for the registration and login of entrepreneurs. As of 27 June 2015, logging in and registering with e-Recognition is mandatory for all users of Dutch companies. The tenderer will then no longer be able to log in with a TenderNed username and password. An e-Recognition means is required to log in and register in TenderNed. For more information about e-Recognition, see also the Step-by-step plan for Digital Tendering for public contracts via TenderNed:

[http://www.tenderned.nl/sites/default/files/In%20zes%20stappen%20digitaal%20inschrijven%20op%20overheidsopdrachten%20via%20TenderNed\\_0.pdf](http://www.tenderned.nl/sites/default/files/In%20zes%20stappen%20digitaal%20inschrijven%20op%20overheidsopdrachten%20via%20TenderNed_0.pdf).

Foreign (non-Dutch) Companies can register on TenderNed without e-Recognition.

### 2.5.3 Information and contact person

The contact person for this Tendering Procedure is: **Mr. G. Verelst**.

All messages must be sent via the TenderNed messages module.

Questions about the content of the tender can only be submitted via TenderNed to the contact person mentioned in the above using the question-and-answer module of TenderNed.

## 2.6 Expense compensation

Tenderers are not entitled to compensation of any costs that are incurred in relation to this Tender, including but not limited to the production and submission of the requested documents and substantiation. Any compensation for costs relating specifically to a withdrawn Tender depends partly on the nature of the Tender, the costs incurred and the circumstances in which the withdrawal took place. In accordance with regulation 3.8B of the Dutch Proportionality Guide, in the event of a late withdrawal, the Client will make an individual assessment of each occasion and each case.

## 2.7 Variants

The Tenderer is NOT free to submit (a) Variation(s) in addition to the submission of a Tender in accordance with the Tender Guidelines.

## 2.8 Proactive attitude

The Procurement Team expects (Prospective) Tenderers to have a proactive attitude. This means that the (Prospective) Tenderers, under penalty of forfeiture of rights (inadmissibility) - must state any

ambiguities / deficiencies / inconsistencies / irregularities / illegalities in the Tender Documentation and/or (draft) contract conditions to the Procurement Team as quickly as possible themselves - but no later than on the latest date for the submission of questions/comments for the Information Notices according to the schedule in the Tender Guidelines so that these ambiguities / deficiencies / inconsistencies / irregularities / illegalities can still be corrected.

If the Client has not replied satisfactorily in the Information Notices, the (Candidate) Tenderers must take action by making this clear to the Client in writing. If (Candidate) Tenderers fail to do so, there is no question of a sufficiently proactive attitude and rights will lapse.

If the (Prospective) Tenderer holds the opinion that any ambiguities / deficiencies / inconsistencies / irregularities / illegalities have subsequently not been (adequately) corrected by the Procurement Team, then the (Prospective) Tenderer must, under penalty of forfeiture of rights (inadmissibility), file an objection against these ambiguities / deficiencies / inconsistencies / irregularities / illegalities by bringing summary proceedings before the district court Noord-Nederland, location Groningen, three (3) Working Days before the deadline for submission of Tenders.

After this period has elapsed, (Prospective) Tenderers can no longer file any objection against any ambiguities / deficiencies / inconsistencies / irregularities / illegalities in these Tender Documentation. (Prospective)Tenderers waive the right to make an objection after this period has elapsed. This period is therefore a time limit for ambiguities / deficiencies / inconsistencies / irregularities / illegalities that could have been made known to Tenderers on the basis of the Tender Documentation.

In the absence of sufficient proactivity, the Client can no longer invoke any ambiguities / deficiencies / inconsistencies / irregularities / illegalities in the Tender Documentation.

## **2.9 Cooperation with other companies**

If you cannot or do not want to fulfil the requests in the Tender Guidelines independently, it is possible for you to submit a Tender in cooperation with others. Please note that if Subcontractors are used, this situation is regarded as Tenderer submitting an independent tender and, therefore, this is not the type of collaboration, as referred to below.

Participation in cooperation is possible in one or more of the following ways:

- i. Either in a Combination in which each participant of the Combination is jointly and severally liable for the fulfilment of the obligations stemming from the Contract.
- ii. Or as a Tenderer that only invokes the financial and/or economic capacity, and/or the technical skill and/or professional skills of a Third Party for the purpose to fulfil the suitability requirements indicated in section 4.4 of this Guideline. This could for example involve calling on the parent company if the Tenderer is part of a group, or on a specialised business for particular activities for which the Tenderer itself does not have the necessary knowledge, skills or equipment. In the latter case, the Tenderer is also required to deploy the relevant Third Party in the execution of the Contract.

### **2.9.1 Combination**

If a Tender is submitted in Combination, this must be specified in the Uniform Europees Aanbestedingsdocument (UEA). If the Tender is submitted by a Combination, the Uniform Europees Aanbestedingsdocument (UEA) must be prepared, dated and signed by each Party to a Combination individually and appended.

A participant in a Combination whose technical and/or professional expertise the Combination is using in order to meet the Suitability Requirements must actually be used in the execution of the Assignment to the extent that this concerns the sections to which the expertise applies. If the

Assignment is awarded to the Combination, the Combination is obliged to make such use of participants.

It is not necessary that the participants in a Combination take jointly a legal form before or during the Tender/Award. However, each member of the Combination is held jointly and severally liable for the execution of the entire Contract.

After submitting the Tender, it is not permitted to change the composition of the Combination without specific permission of the Procurement Team. This permission will not be refused on unreasonable grounds, and conditions may be attached to the permission. After concluding the Contract, a change is only permitted to the extent that this is permitted on the basis of the text of the Contract.

The members of Combination will be both jointly and severally liable for the unconditional fulfilment of the obligations ensuing from the Tender and for full and proper execution of the Contract, where applicable.

The Combination must also appoint a member who will lead the Combination. The 'lead party'. This lead party must be authorised to act as the representative for the Combination.

Tenderer must, under penalty of exclusion, submit a copy of a legally signed combination agreement with organisational chart within ten (10) Working Days after the Provisional Award Decision. This must at least show which companies will be responsible for which work, along with a declaration that the division of labour as stated in the combination agreement will also actually be implemented.

## **2.9.2 Use of Third Party**

If the Tenderer uses the financial and/or economic support and/or technical and/or professional competence of a Third Party, the Tenderer must indicate this in its Tender in the Uniform Europees Aanbestedingsdocument (UEA). If use is to be made of a Third Party, this Third Party must correctly complete a separate Uniform Europees Aanbestedingsdocument (UEA) (that includes the information that is requested in sections A and B of parts II and III) and sign it (Website-TenderNed: Uniform Europees Aanbestedingsdocument (UEA)).

### ***Use of the financial and/or economic support of a Third Party***

If the Tenderer uses the financial and/or economic support of a Third Party, Tenderer must submit a copy of the signed Appendix 9 - Certificate of Guarantee within a period of ten (10) Working Days after the Provisional Award Decision. If the resources of the holding company are called upon, a copy of the following statements is also acceptable instead of Appendix 9 - Certificate of Guarantee, provided that it is lawfully signed, as ascertained from relevant extracts from the Chamber of Commerce enclosed:

- A corporate guarantee, stating that the holding or parent company fully and unconditionally guarantees complete implementation of all obligations arising from the Contract to be concluded if the Assignment is awarded to the Tenderer.

### ***Use of the technical and/or professional competence of a Third Party***

If the Tenderer uses the technical and/or professional competence of a Third Party, the Tenderer must indicate this in its Tender in the Uniform Europees Aanbestedingsdocument (UEA).

A Third Party whose technical and/or professional expertise the Tenderer is using in order to fulfil all the requirements must actually be used in the execution of the Contract, to the extent that it concerns sections to which its expertise applies. If the Assignment is awarded to the Tenderer, the Tenderer will be obliged to use the Third Party.

If the Tenderer use the technical and/or professional competence of a Third Party, The Tenderer is the sole contractual other party of the Client. The Tenderer is the first contact point of the Client both during the Tendering Procedure and during the execution of the Contract.

Tenderer shall submit a copy of a declaration drawn up, dated and signed by each Third Party within a period of ten (10) Working Days after the Provisional Award Decision. This declaration must show that Tenderer actually can access the means of the Third Party deemed necessary for the execution the Assignment. In the statement, the Third Party must declare that it will be implementing the relevant part of the Assignment on order of the Tenderer. The supporting document must be accompanied by an organisational chart showing at least which company will be responsible for which activities. A copy of an agreement or subcontracting agreement concluded for this purpose, or a copy of a duly dated and signed declaration on the matter made by the Tenderer and the Third Party, may be submitted as a supporting document at the discretion of the Procurement Team.

## **2.10 Supporting documents**

A distinction is made in documents that must be submitted as part of the Tender, documents that must be submitted within ten (10) Working Days after the Provisional Award Decision and supporting documents that must be submitted within ten (10) Working Days after a specific request to that effect by the Procurement Team.

The Procurement Team reserves the right to waive requesting one or more supporting documents. The Tenderer may only refrain from submitting the relevant evidence if the Procurement Team confirms this in writing.

If the Procurement Team has not received the requested supporting documents within the time limit set for this, the Procurement Team reserves the right to withdraw and/or change the Provisional Award Decision. Chapter 7 contains a checklist with the different dates by which the supporting documents must be submitted.

All supporting documents that are to be submitted directly with the Tender must be enclosed with the Tender.

## **2.11 Signing**

Insofar Appendices to be submitted for the Tender must be signed, these Appendices must be signed by an official who is demonstrably legally authorised to act in the name of the relevant company and, where relevant, by the legal representative of the relevant members of the Combination or Third Party.

The evidence of legal signing can usually be provided by submitting an extract from the trade register. If it is stated in the trade register that two or more persons jointly have representative authority, the documents must also be signed by all of these persons. If limitations of representative authority are formulated in the extract, this must be taken into account and the documents submitted with the Tender must clearly show that the restrictions do not impede the legal validity of the representation. If a specific written representative authority is issued for signing by the authorised representative, this authorisation must be appended to the Tender.

## **2.12 Intellectual property and confidentiality**

Notwithstanding exceptions laid down by the Copyright Act [*Auteurswet*], no part of the documents in the Tender Documentation may be reproduced (other than for the purpose of this Tendering Procedure) by means of printing, photocopy, microfilm or otherwise without written permission from the Procurement Team.

The submitted copy of the Tender becomes the property of the Client and will not be returned. The Procurement Team shall, however, only use the submitted copy of the Tender for the purpose for which

this is submitted, shall handle all data provided to it by the Tenderer in the context of the Tendering Procedure confidentially.

The successful Tenderer agrees in advance that the Client will show (parts of) the Tender of this Tenderer to the court if, in the opinion of the Client, this is necessary to substantiate its claims in a pending legal procedure with regard to this Tender Procedure.

### **2.13 Prices**

All costs attributed to the pricing components must be discounted in the quotation. Client emphatically notes that prices should be indicated for the total scope of the works, and that the prices should include any costs related to Dutch and/or European legislation that is in place on the date of submitting the Tender or can reasonably be expected to be implemented during the term of the Contract.

### **2.14 Verification**

The Procurement Team may review information submitted by the Tenderer in the context of the Tendering Procedure for correctness and completeness, or have this done. The incorrect or incomplete provision of information can be deemed by the Procurement Team as constituting a false statement and may lead to exclusion from further participation in the Tendering Procedure.

### **2.15 Addendum**

A Tenderer cannot change, supplement and/or clarify their Tender after the closing date as stated in the schedule, unless the Procurement Team has made a request for this.

The Procurement Team may require that the Tenderer further clarifies, supplements and/or provides their Tender with supporting documentation. It is specifically stated that no second chance is possible. A clarification or supplementation presumes that the content of the Tender remains unchanged and that the Tenderer only clarifies the requested sections of their Tender to give the Procurement Team a clearer picture of what is offered.

The Procurement Team is authorised, but not required, to check all data and statements to be submitted on the basis of the Tender Guidelines and Appendices for correctness. The Procurement Team will base its assessment of the Tenders on the (completeness and correctness of the) data as submitted by the Tenderers. It is the responsibility of the Tenderers to answer what is requested in the Tender Guidelines as completely and clearly as possible.

If the Procurement Team makes use of its discretionary authority to request additions and/or clarifications, then in the context of the principle of equal treatment it shall place all Tenderers on equal footing with regard to giving them the opportunity to supplement and/or clarify their Tender, with the exception of those with respect to whom it has been established that their Tender cannot, or can no longer, be eligible for a Provisional Award Decision. In case of a request for supplementation and/or clarification, the Tenderer must submit the absent documents or requested supplementation no later than within five (5) Working Days after a request thereto by the Procurement Team, under penalty of nullity of the Tender.

### **2.16 Term of validity**

The Tenderer shall regard its Tender as valid for a minimum of **90** calendar days after the day upon which the deadline for the submission of the Tenders elapses. The Tenderer shall comply with the tender acceptance period by submitting a Tender.

If summary proceedings are brought before the courts, the term of validity shall end no earlier than 35 calendar days after the day on which the ruling on the summary proceedings was handed down.

Client may request an extension to the term of validity. The request to extend the period of validity will not be made to Tenderers who are very unlikely to be eligible for the Assignment in the opinion of the Client. The Tenderer cannot derive any rights to the Assignment from such a request.

## **2.17 Disclosure obligation**

If, during the Tendering Procedure, a Tenderer suspends business activities that are relevant to this Tendering Procedure or if its company is taken over or if it otherwise no longer satisfies the Grounds for Exclusion and Suitability Requirements, it must notify the Procurement Team of this immediately. Client reserves the right to exclude this Tenderer from the Tendering Procedure.

## **2.18 Withdrawal of Tendering Procedure**

Client reserves the right to stop the Tendering Procedure temporarily or permanently (in full or in part). In such situations, Tenderers shall not be entitled to compensation of any costs incurred in the framework of this Tendering Procedure, save for exceptional situations as described in section 2.6.

## **2.19 Termination, dissolution, nullification or shortening of the Contract**

By registering for this Tendering Procedure, the Tenderer declares that it agrees that the Contract may be terminated or dissolved by the Client immediately, without prior notice of default or legal intervention or obligation to pay any damages, if a judgement of a legal institution or a recommendation of the committee of tender experts finds that the Client must terminate and/or dissolve the Contract, is confronted with a prohibition to perform the Contract, that it must award the Contract to another Tenderer, or must carry out re-assessment or re-tendering. Nor is the Client ever liable toward the Tenderer if the Contract is annulled by the court on the basis of article 4.15 Aw 2012.

## **2.20 Legal protection**

### **2.20.1 Time limit for summary proceedings**

For 20 calendar days after sending the Provisional Award Decision, the Procurement Team shall suspend the execution of the Tendering Procedure to give Tenderers the opportunity to file summary proceedings against the Provisional Award Decision during that time (including the admission of the other Tenderer(s)) or the (interim) exclusion of the Tenderer's Tender, or the declaration that this Tender is invalid).

If the Procurement Team has only received one Tender, the period of 20 calendar days is not necessary and shall not be applied. If summary proceedings are filed within 20 calendar days after sending the Provisional Award Decision, the Client shall not proceed to signing the Contract before judgement is passed in said proceedings.

The period of 20 calendar days is a time limit. If the provisionally rejected Tenderer does not file summary proceedings correctly or within this period, it will have expressly waived its right to have the legality of the Provisional Award Decision and/or the Tendering Procedure conducted tested by the court, and its claims will be inadmissible if it still files legal proceedings. To effect a sufficient reaction to the filing of summary proceedings, the service of the writ must also be confirmed by email to the contact person of the Procurement Team.

If a provisionally rejected Tenderer files summary proceedings, the Procurement Team shall inform the provisional winning Tenderer(s) of this. The Procurement Team reserves the right to share the writ and any other process documents with one or more Tenderer(s). The provisional winning Tenderer(s) will then intervene in this summary procedure or join on the side of the Client, under penalty of lapse of the right to be considered for a possible amended Award Decision.

### **2.20.2 Time limit for proceedings on the merits**

A Tenderer that wishes to file a 'judgement on the merits' with the authorised court must file this no later than 90 calendar days after the date of the Provisional Award Decision, under penalty of inadmissibility (this is also a time limit; under penalty of forfeiture of rights), unless the dispute stems from a circumstance that only becomes evident after this period has elapsed. In the latter case, the time limit of 90 calendar days shall commence on the day on which the Tenderer became aware of the relevant circumstance or could have been aware of it.

The filing of summary proceedings or a judgement on the merits will be effected by serving the writ to the address of Lageland B.V.: Winschoterdiep 50. 9723 AB Groningen, The Netherlands, for the attention of the contact person of the Tendering Procedure.

### **2.20.3 Complaints**

If a Tenderer has complaints about this tender, the Tenderer can make this known to the Client. This complaint should be sent to: [officemanagement@energiebedrijfgroningen.nl](mailto:officemanagement@energiebedrijfgroningen.nl). The Client will then determine which independent (not directly involved in the tender) and knowledgeable advisor will handle the complaint.

When a decision has been made on the complaint, or if the Client fails to make such a decision within a reasonable time, a stakeholder may also submit the complaint to the Committee of Tender Experts ('Commissie van Aanbestedingsexperts') without the Client's consent (<http://www.commissievanaanbestedingsexperts.nl>). If a stakeholder submits a complaint to the Committee or Tender Experts, the stakeholder must send a copy of the complaint to the email address of Lageland: [officemanagement@energiebedrijfgroningen.nl](mailto:officemanagement@energiebedrijfgroningen.nl). However, a complaint cannot be submitted to the Committee of Tender Experts if the Client has not had the opportunity to decide on the complaint within the notified target period.

Submitting a complaint to the committee of tender experts has no suspensive effect. The advice of the committee of tender experts has no binding force. The advice shall not, without written permission from the Procurement Team, be disclosed stating the names of the parties involved or be disclosed already during the tendering procedure (stating names, or anonymised).

### **2.20.4 Choice of law and forum**

In addition to the applicable tender regime as stated in Chapter 3 of these Tender Guidelines, the Tendering Procedure and all agreements stemming therefrom shall be subject to Dutch law. Disputes that arise with respect to the present Tendering Procedure must be submitted to the judge (hearing applications for interim relief) of the district court Noord-Nederland, location Groningen, all of this under penalty of inadmissibility.

### **2.20.5 Taxes, environmental protection, working conditions and occupational health and safety**

In addition to what is indicated in section 2.13, Tenderers in drawing up their Tender must have considered the obligations in the areas of the environment, social and labour law pursuant to the law

of the European Union, national law or collective bargaining agreements or pursuant to the provisions of international environmental, social and labour law stated in annex XIV of directive 2014/25/EU, as referred to in Article 3.64 in conjunction with Article 2.81 AW 2012.

Tenderers can obtain information regarding taxes and environmental protection, working conditions and labour protection from:

- The Dutch Tax and Customs Administration, [www.belastingdienst.nl](http://www.belastingdienst.nl).
- The Ministry of Economic Affairs and Climate Policy, <https://www.government.nl/ministries/ministry-of-economic-affairs-and-climate>.
- The Ministry of Social Affairs and Employment, <https://www.government.nl/ministries/ministry-of-social-affairs-and-employment>.

## **3 Procedure**

### **3.1 Tendering Procedure**

#### **3.1.1 Procedure Type**

This Tendering Procedure concerns a European call for tenders through a public procedure, in accordance with Article 3.33 of the Aw 2012. Conducting a public procedure means that all interested parties can submit a Tender directly.

These Tender Guidelines contain the rules that apply to the Tendering Procedure.

#### **3.1.2 Applicable procurement regime**

This Tendering Procedure is being conducted on the basis of Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors, which has been implemented in the Netherlands through the Aw 2012. Parts 1, 3 and 4 of this Act are applicable.

### **3.2 Announcement**

The Procurement Team has sent an announcement of the Assignment to [www.tenderned.nl](http://www.tenderned.nl), who forwarded the announcement to the Office for Official Publications of the European Communities.

### **3.3 Demonstrable malfunction of TenderNed**

In the event of a demonstrable malfunction of TenderNed as a result of which it is not possible to submit the Tender before the expiry of the deadline, the Client may decide to extend this deadline after the expiry of the deadline. This is a unilateral right of the Client and not an obligation. The Client may not exercise this right from the moment the digital vault is opened, as it has already been able to take note of the Tenders received. The Tenderer remains independently responsible for the timely and correct submission of its Tender.

The Client will only consider a request for postponement if:

- The Tenderer demonstrates that it has reported the malfunction to TenderNed in a timely manner, no later than within 15 minutes after the vault has been closed;
- The Tenderer has informed the Client directly by e-mail via [officemanagement@energiebedrijfgroningen.nl](mailto:officemanagement@energiebedrijfgroningen.nl) with the subject 'Malfunction TenderNed' and sent with high priority/urgency - clearly and concretely about the malfunction;
- TenderNed has confirmed the malfunction in question;
- The malfunction is expressly a malfunction of TenderNed and does not concern a malfunction that lies within the ICT applications, network, etc. of the Tenderer. In other words, it must concern a malfunction that affects all Tenderers and procurement procedures.

If the Client decides to extend the deadline, all Prospective Tenderers will be notified of the extension. The Prospective Tenderers who had already submitted a Tender will be given the opportunity to change or supplement their Tender within the set extension period.

### **3.4 Question rounds and Information Notices**

Two rounds of questions are included in this Tendering Procedure. In the second round of questions, only questions may be submitted with regard to the answers given in Information Notice 1 and/or to any amendments to the Tender Documentation attached to Information Notice 1.

Questions that are submitted after the final deadline for asking questions will in principle not be addressed. All questions and comments submitted to the Procurement Team within the period specified here will be answered in writing and anonymised by means of a Information Notice. In these Information Notice, the Procurement Team may also add clarifications and/or additions according to its own judgment.

Note: In principle, the Procurement Team will consider all your comments and/or suggestions regarding the Tender Documentation but reserves the right to set these aside or only process them partially. The possibly amended Tender Documentation will be published as revised documentation as appendices to the Information Notices. After that, unless explicitly specified otherwise in the Information Notices, this Tender Documentation will have a definitive nature: by submitting a Tender, Tenderer unconditionally agrees with the content of this Tender Documentation, including but not limited to the Suitability Requirements, the Technical Specifications and Design, the Award Criteria, the draft Contract and the (other) conditions of this Tender Procedure.

The Information Notices form an integral part of the Tender Documentation and are made available exclusively via the Website.

No rights can be derived from oral statements made by the Procurement Team.

### **3.5 Schedule**

See the Website (TenderNed) for the current schedule.

The Procurement Team is entitled to change the schedule during the course of proceedings, provided this does not lead to a reduction of the statutory minimum periods.

### **3.6 Tender Documentation**

The Appendices set out in Chapter 7 form an integral part of this tender.

### **3.7 Submission of a Tender**

The (Prospective) Tenderer shall submit its Tender via the Website no later than the specified time in the planning. Tenders that are not submitted on time or differently than described in this Tender Guidelines will be considered by the Client not to have been submitted. Access to the submission of a Tender will be automatically closed after the expiry of the deadline for submitting a Tender mentioned above.

The Client points out that it is the responsibility of the (Prospective) Tenderer to ensure the timely and correct submission of its Tender.

The Tender must consist of the documents in accordance with these Tender Guidelines (see also the Checklist in Chapter 7).

## 4 Tenderer Qualification: Grounds for Exclusion and Suitability Requirements

### 4.1 Additional conditions for collaboration with other companies

Everywhere in this chapter where a reference is made to 'Tenderer', the included in section 2.10 must be observed if working together with other companies.

### 4.2 Grounds for Exclusion

Tenderer must complete, unreservedly and unconditionally complete and validly sign the **Uniform Europees Aanbestedingsdocument (UEA)** completely and correctly. The non-(legally) signed submission of the Uniform Europees Aanbestedingsdocument (UEA) or making changes to the Uniform Europees Aanbestedingsdocument (UEA) will lead to exclusion. In order to be able to test the legal validity, a Chamber of Commerce extract must be attached.

The Client attaches importance to being able to assess circumstances relating to the qualitative assessment of Tenderers and, if necessary, to be able to proceed with exclusion if the circumstances give cause to do so. In addition to the mandatory grounds for exclusion, the Client will therefore declare the following optional grounds for exclusion from Article 2.87 of the AW applicable to this procedure:

- the Tenderer has breached one or more obligations in the field of environmental, social and labour law under European Union, national law or collective agreement or under the provisions of international environmental, social and labour law listed in annex X to Directive 2014/24/EU;
- the Tenderer is in a state of bankruptcy or liquidation, its activities have ceased, it is subject to a suspension of payments or a (bankruptcy) composition, or the Tenderer is in another comparable situation as a result of a similar procedure pursuant to laws and regulations applicable to it;
- the Tenderer has entered into agreements with other economic operators which are intended to distort competition;
- there is a conflict of interest, which cannot be remedied by less intrusive measures;
- the Tenderer has been guilty of serious misrepresentation in providing the information necessary for the verification of the absence of grounds for exclusion or the fulfilment of the Suitability Requirements, or has withheld such information or was unable to provide the supporting documents;
- the Tenderer has attempted to unduly influence the Contracting Authority's decision-making process, to obtain confidential information that may give it undue advantages in the procurement procedure, or has negligently provided misleading information that may have a significant influence on exclusion, selection and award decisions;
- Tenderer fails to comply with its obligations to pay taxes or social security contributions.

With regard to verification of the Uniform Europees Aanbestedingsdocument (UEA), the Tenderer is requested, under penalty of exclusion, to submit the following supporting documents within ten (10) Working Days after the Provisional Award Decision:

- a copy of the Dutch Procurement Conduct Statement (not older than two years at the time of submitting the Tender). Considering the issuing period of approximately 8-16 weeks, the Tenderer is advised to apply for a Procurement Conduct Statement as soon as possible after receipt of the Tender Guidelines. In the event that the Tenderer is a non-Dutch company, this Tenderer must submit a declaration on oath or a solemn declaration made before a competent judicial or administrative authority, a notary or a qualified professional organisation in the country where the Tenderer has its registered office instead of the Procurement Conduct

Statement, which is to be presented within ten Working Days after the Provisional Award Decision (not older than 2 years at the time of submitting the Tender).

- a copy of a declaration from the tax authority (not older than six months at the time of submitting the Tender) that all social security contributions and taxes have been paid.

### 4.3 General information

The Tender must contain a description of the company profile, and the organisational chart of the company and organisational structure of the Tenderer, for informational purposes. In the event that a Tenderer has a relationship with a holding company and/or a parent company (i.e. not only if the holding company and/or parent company are included as a Third Party), a description of the company profile and an organisational chart of the group structure of this holding company and/or the parent company must be included. This data is requested for informational purposes only. This data must be submitted via the Website.

### 4.4 Suitability Requirements

This section describes the Suitability Requirements that apply to this Tendering Procedure, which must be satisfied under penalty of exclusion. The supporting documents that must be submitted are stated for each Suitability Requirement. The terms by which these supporting documents are to be submitted are stated in Chapter 6.

#### 4.4.1 Professional Competence

##### 4.4.1.1 SUITABILITY REQUIREMENT 1: Registration in the National Trade Register

By submitting a Tender, the Tenderer declares, under penalty of exclusion, that it is registered in the applicable professional or trade register in its country of origin at the time of submission of the Tender.

With regard to verification of the Uniform Europees Aanbestedingsdocument (UEA), the Tenderer is requested, under penalty of exclusion, to submit the following supporting document within ten (10) Working Days after the Provisional Award Decision:

- A copy of the registration in the valid professional or trade register in the country of origin (not older than six months at the time of submitting the Tender).
- A Combination must meet this requirement in the case of a partnership in formation, for which registration in the Trade Register is not yet required. If the Combination is already registered in the Trade Register, a copy of the registration must be submitted.

#### 4.4.2 Financial and economic capacity

##### 4.4.2.1 SUITABILITY REQUIREMENT 2: Auditor's Report with Unqualified Approval without Continuity Paragraph

By submitting a Tender, the Tenderer declares, under penalty of exclusion, that it meets the Suitability Requirement below regarding the financial statements.

All the entrepreneurs involved in the Tender (therefore the Tenderer, every member of the Combination, every Third Party), **regardless** of whether they will perform (a part of) the Contract to be awarded, must have an approved auditor's report at the time of the Tender regarding the financial statements over the three most recently completed financial years. This may not contain a 'continuity section' (i.e. a

compulsory explanatory note to the financial statements due to significant uncertainty regarding continuity).

With regard to verification of the Uniform Europees Aanbestedingsdocument (UEA), the Tenderer is requested, under penalty of exclusion, to submit the following supporting documents regarding all the entrepreneurs involved within ten (10) Working Days after the Provisional Award Decision:

- an approved auditor's report regarding the financial statements for the three most recently completed financial years. The respective audit opinion may not contain a 'continuity paragraph'.

#### **No compulsory audit requirement**

If the Tenderer is not required to have an auditor's report issued because the company in question is considered to be a 'micro company' within the meaning of Article 2:395a of the Dutch Civil Code or a 'small legal entity' within the meaning of 2:396 of the Dutch Civil Code, the following shall apply. In order to guarantee the financial capacity of the Tenderer that is considered to be a 'micro company' or a 'small legal entity' as much as possible, a statement signed by the chief financial officer of the Tenderer, confirming compliance with the relevant Suitability Requirement shall be sufficient for each Suitability Requirement, instead of an auditor's report by an auditor.

#### **Audit obligation for less than three years**

Insofar as a company, as referred to above, has become subject to mandatory auditing only in the past three years and for that reason, cannot obtain a clean auditors' report, an auditor's compilation report, including a statement from the Financial Director of the relevant company that there is no serious uncertainty regarding the continuity of the company, will suffice.

#### **4.4.2.2 SUITABILITY REQUIREMENT 3: Dun & Bradstreet Risk Indicator**

By submitting a Tender, the Tenderer declares, under penalty of exclusion, that it meets the Suitability Requirement below regarding the Dun & Bradstreet risk indicator.

The Tenderer must hold a Dun & Bradstreet risk indicator of 1 ("minimum risk") or 2 ("low risk") or 3 ("more than average risk") at the time of submitting the Tender.

If the Tenderer does not possess a Dun & Bradstreet risk indicator, the following alternatives are possible with regard to equivalent measures within the meaning of Article 2.96(2) of the Public Procurement Act:

| Alternatives | Minimum requirement |
|--------------|---------------------|
| Graydon      | >B                  |
| Moody's      | >Baa3               |
| S&P          | >BBB-               |

With regard to verification of the Uniform Europees Aanbestedingsdocument (UEA), the Tenderer is requested, under penalty of exclusion, to submit the following supporting document within ten (10) Working Days after the Provisional Award Decision:

- a business credit information report prepared by Dun & Bradstreet (not older than one month at the time of submitting the Tender).
- or - in case Tenderer is unable to provide a Dun & Bradstreet report - a business credit information report prepared by Graydon or Moody's or Standard & Poor's.

If the Tenderer submits a Tender as a Combination, at least one of the members of the Combination, having the ability to ensure the financial and economic capacity of the Combination, must meet this requirement independently. If the Tenderer makes use of a Third Party to satisfy this requirement, this Third Party must meet this requirement independently.

#### **4.4.2.3 SUITABILITY REQUIREMENT 4: Insurance policies**

By submitting a Tender, the Tenderer declares, under penalty of exclusion, that it meets the Suitability Requirement below regarding liability insurance.

At the time of submitting the Tender, Tenderer must hold liability insurance for companies (AVB) to cover Contractor's legal liability with a limit of indemnity of not less than EUR 5.000.000,- (five million Euro) (or equivalent in other currency) per occurrence and EUR 10.000.000,- (ten million Euro) (or equivalent in other currency) in the aggregate.

With regard to verification of the Uniform Europees Aanbestedingsdocument (UEA), the Tenderer is requested, under penalty of exclusion, to submit the following supporting document within ten (10) Working Days after the Provisional Award Decision:

- a copy of the valid insurance certificate for the relevant insurance policy or policies (not older than six months at the time of submitting the Tender); or
- a statement by the insurer or the insurance broker showing that the Tenderer satisfies the aforementioned Suitability Requirement.

If the Tenderer submits a Tender as a Combination, at least one Party to the Combination must meet this requirement independently. If the Tenderer makes use of a Third Party to satisfy this requirement, this Third Party must meet this requirement independently.

#### **4.4.3 Technical and professional competence**

##### **4.4.3.1 SUITABILITY REQUIREMENT 5: References**

By signing the Tender the Tenderer declares, under penalty of exclusion, that he guarantees to Client that Tenderer has and will maintain the proper organization, knowledge, production capacity, service organization and experience to successfully carry out the Assignment.

On the basis of the requirements described below concerning technical skills and/or professional skills, the Client determines whether the Tenderer is eligible to execute the Contract.

The Procurement Team has established a number of core competencies for the Tenderer to demonstrate its technical competency.

The following core competencies shall be demonstrated in the Reference Declaration for this Tendering Procedure:

##### **Core competence 1:**

In the past 3 years, the Tenderer has delivered completed at least one (1) project of prefabricated, skid-mounted primary components, which has been satisfactorily accepted by a European client.

The Tenderer must use **Appendix 6 - Reference Declaration** of these Tender Guidelines for this purpose.

#### **4.4.3.2 SUITABILITY REQUIREMENT 6: Quality Assurance Certificate**

By signing the Tender the Tenderer declares, under penalty of exclusion, that it meets the Suitability Requirement below regarding the quality assurance system at the time of submitting the Tender.

At the time of submitting the Tender, the Tenderer must have (the most recent version of) an **ISO 9001** quality system certificate, a certificate that is at least equivalent, or other evidence regarding equivalent measures pertaining to the nature of the activities to be carried out.

With regard to verification of the Uniform Europees Aanbestedingsdocument (UEA), the Tenderer is requested, under penalty of exclusion, to submit the following supporting documents within ten (10) Working Days after the Provisional Award Decision:

- A valid ISO 9001 quality system certificate; or
- A valid quality system certificate that is equivalent to an ISO 9001 quality system certificate; or
- Proof regarding measures equivalent to an ISO 9001 quality system.

If Tenderer submits a Tender as a Combination, each of the Parties to a Combination must meet this requirement. If upon satisfying this requirement, the Tenderer makes use of a Third Party, this Third Party must meet this requirement independently.

#### **4.4.3.3 SUITABILITY REQUIREMENT 7: Environment and Occupational Health and Safety**

By signing the Tender the Tenderer declares, under penalty of exclusion, that it meets the Suitability Requirement below regarding the environmental management system at the time of submitting the Tender.

The Tenderer must hold an **ISO 14001 certificate or EMAS registration** or have an equivalent environmental management system valid on the closing date of these Guidelines. The certificates or description requested as proof must specifically apply to the business unit or business units of the Tenderer concerning the work to be performed.

The Tenderer must hold an **ISO 45001 certificate** or have an equivalent environmental management system valid on the closing date of these Guidelines. The certificates or description requested as proof must specifically apply to the business unit or business units of the Tenderer concerning the work to be performed:

- The ISO 14001 certificate requires that the environmental management system of an organisation complies with laws and regulations and that the environmental policy provides for a process of continual improvement. The EMAS standards are largely similar to the ISO 14001 requirements, but EMAS registration also requires the addition of a sustainability report to the annual report. The submission of a copy of the ISO 14001 or EMAS certificate will suffice; or
- If the Tenderer has an equivalent certified environmental management system based on a standard other than ISO 14001 or EMAS, in addition to the certificate from the certifying institution, as referred to in Article 2.97 of the Public Procurement Act 2012, the Tenderer must also explain, with substantiation, the points on which and the extent to which the system is consistent with and/or differs from the applicable ISO 14001 or EMAS system; or
- If the Tenderer does not possess such a ISO 14001 certificate or EMAS registration, a description of the measures taken must be submitted, with a copy of the contents of the relevant manual and a policy statement from the management responsible, showing that the management actively endorses and monitors the measures equivalent to ISO 14001 or EMAS system.

- If the Tenderer has an equivalent certified occupational health and safety management system based on a standard other than ISO 45001, in addition to the certificate from the certifying institution, as referred to in Article 2.97 of the Public Procurement Act 2012, the Tenderer must also explain, with substantiation, the points on which and the extent to which the system is consistent with and/or differs from the applicable ISO 45001 standard; or
- If the Tenderer does not possess such a ISO 45001 certificate, a description of the measures taken must be submitted, with a copy of the contents of the relevant manual and a policy statement from the management responsible, showing that the management actively endorses and monitors the measures equivalent to ISO 45001 standard.

With regard to verification of the Uniform Europees Aanbestedingsdocument (UEA), the Tenderer is requested, under penalty of exclusion, to submit the above supporting documents within ten (10) Working Days after the Provisional Award Decision.

If the Tenderer submits a Tender as a Combination, at least one member of the Combination must comply with this requirement. If only one member of the Combination possesses this quality system, the Combination can call on this member. The Combination is then required to provide for this member to perform the relevant work.

If the Tenderer makes use of a Third Party for compliance with this requirement, that Third Party must independently comply with this requirement and must be deployed for the performance of the activities.

#### **4.4.4 Corporate Social Responsibility**

##### **4.4.4.1 SUITABILITY REQUIREMENT 8: Code of Conduct**

Our contractors and suppliers are expected to work on corporate social responsibility. For this purpose the Client uses the “EBG Code of Conduct for Suppliers”.

By submitting a Tender the Tenderer declares, under penalty of exclusion, that it shall meet the “EBG Code of Conduct for Suppliers” as incorporated in **Appendix 3 – Code of Conduct for Suppliers**. This is a special performance condition in the meaning of Article 3.63 in conjunction with Article 2.80 of the Aw 2012. Please be aware that the “EBG Code of Conduct for Suppliers” may result in due diligence audits at Contractor and/or sub-suppliers of Contractor for verification purposes.

#### **4.4.5 Communication and Formal Representation**

##### **4.4.5.1 SUITABILITY REQUIREMENT 9: Communication and formal representation**

Tenderer shall be a **legal entity located in the European Union** and shall maintain a legal entity located in the European Union for the term of the Contract.

All contact persons, that act as representatives of the Contractor for the purpose of this Assignment, must be able to communicate in **Dutch or English at level B2 or better of the European Languages Framework** (CEFR). Contractor shall appoint one main contact person (and a deputy) who shall amongst other things be available for coordination and exchange of information and who will be responsible to provide Client with periodical contract performance reporting.

#### **4.4.6 Compliance**

##### **4.4.6.1 SUITABILITY REQUIREMENT 10: Declaration lawful tendering**

The Tenderer must submit a declaration with the Tender that the Tender was not prepared under the influence of an agreement, resolution or conduct contrary to Dutch or European competition law.

This statement, being the **Appendix 7 - Declaration concerning lawful tendering**, must be signed by a director who lawfully represents the Tenderer in that regard. If the Tenderer is a Combination of companies, the Tenderer will submit such a declaration from a director of each legal entity or natural person that is a member of the Combination.

The signatory of the **Appendix 7 - Declaration concerning lawful tendering** must be registered as a director in the registers of the Chamber of Commerce. If a director is not registered in the registers of the Chamber of Commerce but is designated in the Articles of Association registered with the Chamber of Commerce, the Tenderer must submit these Articles of Association together with the Tender. If directors are only authorised to represent the company jointly, they must jointly sign the **Appendix 7 - Declaration concerning lawful tendering**.

The Tender is invalid if a required **Appendix 7 - Declaration concerning lawful tendering** is not submitted or is not completed truthfully.

##### **4.4.6.2 SUITABILITY REQUIREMENT 11: Declaration no Russian involvement**

Various new sanctions were imposed on Russia on 8 April 2022. In concrete terms, this means that we, as a Client, can no longer award new contracts or concessions to Russian parties and that current contracts concluded with Russian parties before 9 April 2022 must be terminated within six months of the publication of the sanctions package.

In that regard, the Client sets a Minimum Requirement for the Tenderer that no Russian parties may be deployed in the execution of the Contract, in any event until such time as the current sanctions are lifted.

The Tenderer must submit a declaration with the Tender that there is no Russian involvement in the execution of the Contract. The Tenderer's Third Parties, Subcontractors, and/or suppliers are required to cooperate with this. This declaration arises from the sanctions package of the European Union (Article 5 *duodecies* of Regulation (EU) No. 833/2014), pursuant to which contracts may not be awarded to Russian companies, or businesses affiliated to Russian legal entities or natural persons and tenderers, regardless of their origin, may not involve Russian companies in more than 10% of the value of the Contract as Subcontractors, Third Parties and/or suppliers.

This statement, being the **Appendix 8 - Declaration of no Russian involvement**, must be signed by a director who lawfully represents the Tenderer in that regard. If the Tenderer is a Combination of companies, the Tenderer will submit this declaration from a director of each legal entity or natural person that is a member of the Combination.

The signatory of the **Appendix 8 - Declaration of no Russian involvement** must be registered as a director in the registers of the Chamber of Commerce. If a director is not registered in the registers of the Chamber of Commerce but is designated in the Articles of Association registered with the Chamber of Commerce, the Tenderer must submit these Articles of Association together with the Tender. If directors are only authorised to represent the company jointly, they must jointly sign the **Appendix 8 - Declaration of no Russian involvement**.

The Tender is invalid if a required **Appendix 8 - Declaration of no Russian involvement** is not submitted or is not completed truthfully.

The Client reserves the right to conduct chain and other investigations for further verification of the accuracy of the Declaration submitted, for example by requesting further information from the Trade Register of the Chamber of Commerce, the UBO register, an organisational chart, or by contacting the Investment Assessment Bureau (BTI) of the Ministry of Economic Affairs and Climate Policy.

## **5 Minimum Requirements and Award Criteria**

### **5.1 Minimum Requirements**

The Minimum Requirements as listed below and/or on the Website, must be met at the time when the Tender is submitted.

#### **5.1.1 MINIMUM REQUIREMENT 1: Technical Specifications**

The technical and functional requirements are described in **Appendix 4 – Technical Specifications and Design**.

### **5.2 Awarding and scoring methodology**

The Client intends to award the Contract to the Tenderer who has submitted the Tender with the best value for money, provided that the Tenderer submitted a valid Tender in time, has been found to meet the applicable Suitability Requirements and minimum Requirements, and is not excluded on the basis of any Ground for Exclusion.

#### **5.2.1 Assessment**

The Tenders received before the deadline are basically assessed as follows, where the Procurement Team first reviews the Tender on the formal requirements as described in Chapter 2. It is then tested whether:

1. Tenderer is subject to a stated Ground for Exclusion, under penalty of exclusion (see section 4.2);
2. The Tenderer unconditionally meets the stated Suitability Requirements (see section 4.4), under penalty of exclusion;
3. The Tenderer unconditionally meets the stated Minimum Requirements (see section 5.2), under penalty of exclusion.

If a Tenderer or its Tender does not comply in full with one or more of these assessment criteria, the Tender shall be excluded from the remainder of the Tendering Procedure. The Procurement Team shall inform the relevant Tenderer of its exclusion at the time when the Provisional Award Decision is made public.

The Client reserves the right to offer the Tenderer or the Tenderers the opportunity to clarify their Tender but is explicitly not required to do this.

All Tenders that are not excluded shall finally be assessed on the basis of the Award Criteria, which means that:

1. Tenders are assessed on the quality sub-award criteria;
2. The price is then assessed, separate from the quality;
3. A ranking is then prepared, based on the assessment of the quality sub-award criteria and the price;
4. The Tender that achieves the highest score based on the ranking is then taken into consideration for awarding of the Contract.

The Client will calculate the best value for money based on the criteria described below.

### 5.2.1.1 SUB-AWARD CRITERION 1: TRANSPORT PLAN

#### **Objective**

It is important for the Client that the skids and HV components are transported and placed safely and carefully. This requires due care on the part of the Contractor. The transport plan shall demonstrate that the Tenderer oversees what is needed for the safe and timely transport, off-loading and placement of the skids.

#### **To be worked out by the Tenderer**

The transport plan is assessed by the assessment team on three sub-criteria:

1. Risk management (maximum score: € 120.000,-): safeguarding the integrity of the skids during transport and placement (damage prevention), including the measures taken with regard to route, exceptional transport and necessary exemptions.
2. Emergency management (maximum score: € 60.000,-): managing disruptions and incidents, defining fallback scenarios.
3. Interface control (maximum score: € 120.000,-): the lifting and placement plan on site and the alignment of the planning with the critical path and the subcontractors (L7, L8, L9), and other suppliers (L1, L3 to L6).

The transport plan shall consist of a maximum of 3A4 per sub-criterion (9A4 in total) single-sided in an easily legible font. The transport plan may be drawn up in Dutch or in English. A cover page is not taken into account when determining the maximum number of pages. If more than 3A4 per sub-criterion are submitted, only the first 3A4 per sub-criterion will be included in the assessment.

#### **Scoring method**

| Valuation    | Percentage of the maximum score | Definition                                                                                                                                                                                                              |
|--------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Insufficient | 0%                              | Measures are lacking and/or have not been substantiated.                                                                                                                                                                |
| Sufficient   | 50%                             | Measures are complete and plausible, however generic.                                                                                                                                                                   |
| Good         | 75%                             | Measures are project specific and realistic. The measures contribute to the formulated objective.                                                                                                                       |
| Excellent    | 100%                            | Measures are fully project-specific and demonstrably substantiated with practical examples (including references, calculations). Measures are of added value for the Client and contribute to the formulated objective. |

### 5.2.1.2 SUB-AWARD CRITERION 2: PRICE

Tenderer shall fill his pricing in the **Appendix 5 - Price Schedule**. The Price Schedule calculates the Total Tender Price. Tenderer shall fill his pricing in the Appendix 5 - Price Schedule. The Price Schedule calculates the Total Tender Price. A price breakdown (in any format) must also be included, specifying unit prices, quantities, and make/model.

#### **5.2.2 Score methodology**

This tender employs a value-based scoring approach for ranking of the Tenders. This involves converting qualitative criteria into financial values to derive a fictitious Tender price. Within this methodology, we differentiate between price criteria and quality criteria.

The most economically advantageous Tenderer is determined on the basis of this comparison price. The principle of awarding on value is shown in the formula below.

***Total Tender Price stated on Price Schedule -/- Total value on the award criteria quality = Comparison price***

The maximum per award criterion is shown below:

| Sub-award criterion | Sub-award criterion | Maximum value in EUR |
|---------------------|---------------------|----------------------|
| Total Quality       | Transport plan      | 300.000              |
| Price               | See Price Schedule  | Total Tender Price   |

If the comparison price of two or more Tenderers is the same, the lowest price will be decisive. If the price is also equal, a draw will be made to determine which Tender will count as the most economically advantageous Tender.

## **6 Assessment and award procedure**

### **6.1 Assessment team**

The assessment team shall consist of 2 to 3 members of the Procurement Team. If members of the assessment team are absent due to unforeseen circumstances, the Client reserves the right to replace these employee(s) with an employee with a similar expertise and role.

### **6.2 Quality assessment**

Each criterion is assessed by the assessment team by means of a rating. The following steps are taken:

- The assessment team will assess the submissions, after which the assessment will be determined. The valuation includes a fictitious deduction.
- After the assessment has been determined, the Most Economically Advantageous Tender is announced.

### **6.3 Award decision**

After the ranking of the Tenders has been determined and the award decision has been taken, all Tenderers will be informed simultaneously by the Client of the result of the award decision, the so-called provisional award. Please note: this provisional award does not yet constitute the Contract and thus no offer and acceptance as referred to in Article 6:217 of the Dutch Civil Code applies. Tenderers who wish to receive a further explanation of the assessment may obtain a further explanation.

## 7 Checklist

The following legends apply to the Tenderer/lead party, Party to a Combination, Third Party (if applicable) columns: ``

- X : compulsory  
 o : compulsory when applicable  
 - : not applicable

| Appendix                                                                            | Fixed format submitted on the Website | Tenderer | Party to a Combination | Third Party or Subcontractor | Explanatory notes or to be obtained or attached as                                                                                                                                                             |
|-------------------------------------------------------------------------------------|---------------------------------------|----------|------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General information                                                                 | No                                    | X        | -                      | -                            |                                                                                                                                                                                                                |
| European single procurement document                                                | Yes                                   | -        | -                      | -                            | <b>Appendix European Single Procurement Document</b> on the Website – TenderNed is <b>for information only</b> .<br>The tenderer is to fill in the <b>digital</b> UEA form (in Dutch) on the Website-TenderNed |
| A copy of a declaration from the tax authority                                      | No                                    | X        | o                      | o                            | Within ten (10) Working Days after the Provisional Award Decision.                                                                                                                                             |
| Certificate of Guarantee                                                            | Yes                                   | o        | o                      | o                            | <b>Appendix Certificate of Guarantee</b> on the Website - TenderNed                                                                                                                                            |
| A 403 statement or a corporate guarantee                                            | No                                    | o        | o                      | o                            |                                                                                                                                                                                                                |
| Reference declaration                                                               | Yes                                   | X        | -                      | -                            | <b>Appendix - Reference statement</b> on the Website - TenderNed                                                                                                                                               |
| Declaration of Data Security                                                        | Yes                                   | X        | o                      | -                            | <b>Appendix Declaration of Data Security</b> on the Website-TenderNed                                                                                                                                          |
| Declaration Lawful Tendering                                                        | Yes                                   | X        | o                      | -                            | <b>Appendix Declaration of lawful tendering</b> on the Website-TenderNed                                                                                                                                       |
| Declaration of NO Russian Involvement                                               | Yes                                   | X        | o                      | -                            | <b>Appendix Declaration of no Russian involvement</b> on the Website - TenderNed                                                                                                                               |
| Compliance with technical and functional Requirements + Provisional Outline Drawing | Yes                                   | X        | -                      | -                            | <b>Appendix Technical Specifications and Design – Appendix A Datasheet</b> on the Website - TenderNed + Provisional Outline Drawing (free format)                                                              |
| Price Schedule incl. Price Adjustment Formula                                       | Yes                                   | X        | -                      | -                            | <b>Appendix Price Schedule</b> on the Website - TenderNed                                                                                                                                                      |
| Guaranteed lead time                                                                | Yes                                   | X        | -                      | -                            | <b>Appendix Provisional Acceptance date</b> on the Website - TenderNed                                                                                                                                         |

|                                                                                                                                                                             |    |   |   |   |                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---|---|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Entry in the trade or professional register                                                                                                                                 | No | X | o | o | Official body in the Netherlands: The Chamber of Commerce. For companies located outside the Netherlands equivalent supporting documents, as issued by the competent official bodies in that country, apply. |
| A copy of the Dutch Procurement Conduct Statement                                                                                                                           | No | X | o | - | Within ten (10) Working Days after the Provisional Award Decision.                                                                                                                                           |
| A copy of a declaration from the tax authority                                                                                                                              | No | X | o | - | Within ten (10) Working Days after the Provisional Award Decision.                                                                                                                                           |
| An approved auditor's report regarding the financial statements for the three most recently closed financial years or the declaration of the Tenderer's financial director. | No | X | o | o | Within ten (10) Working Days after the Provisional Award Decision.                                                                                                                                           |
| ISO9001 certificate                                                                                                                                                         | No | X | o | o | Within ten (10) Working Days after the Provisional Award Decision.                                                                                                                                           |
| ISO14001 certificate                                                                                                                                                        | No | X | o | o | Within ten (10) Working Days after the Provisional Award Decision.                                                                                                                                           |
| ISO45001 certificate                                                                                                                                                        | No | X | o | o | Within ten (10) Working Days after the Provisional Award Decision.                                                                                                                                           |
| Information report prepared by Dun & Bradstreet                                                                                                                             | No | X | o | o | Within ten (10) Working Days after the Provisional Award Decision.                                                                                                                                           |
| A copy of a valid insurance certificate or a statement by the insurer or the insurance broker                                                                               | No | X | - | - | Within ten (10) Working Days after the Provisional Award Decision.                                                                                                                                           |

| Tender Guidelines Appendices |                                                                                 |
|------------------------------|---------------------------------------------------------------------------------|
| Appendix                     | Description                                                                     |
| 1                            | European Single Procurement Document – attached separately for information only |
| 2                            | Draft Contract – attached separately                                            |
| 3                            | Code of Conduct for Suppliers – attached separately                             |
| 4                            | Technical Specifications and Design – attached separately                       |
| 5                            | Price Schedule incl. Price Adjustment Formula – attached separately             |
| 6                            | Reference Declaration – attached separately                                     |
| 7                            | Declaration lawful tendering – attached separately                              |
| 8                            | Declaration no Russian involvement – attached separately                        |
| 9                            | Certificate of Guarantee – attached separately                                  |