

Selection Guidelines

Framework Agreement for Battery Energy Storage Systems

Batterij Meerstad Noord B.V.

European restricted procedure



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TERMS

The following terms are used in this Selection Guide. These terms are capitalised in this Selection Guide.

Term	Description
Annex	The descriptive documents and the forms to be completed that accompany the Selection Guidelines.
BESS	the Battery Energy Storage System (BESS) at Energielandschap Lageland
Contract	The Contract as described in the Tender Documents.
(The) Award	The acceptance of the request to participate submitted by the Candidate within the meaning of Article 6:217 of the Civil Code, by means of signing the Agreement. Until a written Agreement has been concluded and signed by the Contractor and the Client, the Client shall not be bound in any way. In that case, the Client shall not be held liable for any costs or damage arising in the unlikely event that the signing is cancelled, regardless of the reason for cancellation.
Award criteria	Substantive, weighted criteria for determining the most economically advantageous tender.
Client	Batterij Meerstad Noord B.V.
Consortium	A partnership of economic operators.
Agreement	The framework agreement to be concluded with the tenderers submitting the most economically advantageous tenders as a result of this tendering procedure.
Specific Agreement	The Specific Agreement under the framework agreement setting out the specific contract, comprising an EPC agreement for the execution of the Contract and an O&M agreement for its operation and maintenance.
Framework Contractor	The company that has submitted a request to participate and with whom, on the basis of this tendering procedure, the Agreement will ultimately be concluded, in accordance with the draft agreement. The Client intends to enter into the Agreement with a minimum of and a maximum of three (3) Framework Contractors.
Procurement Documents	Documents made available by the Procurement Team for the purpose of informing the Candidates.
European Single Procurement Document (ESPD)	The standard self-declaration for tender procedures.
Grounds for exclusion	Grounds that may lead to exclusion from further participation in the tender procedure.

Information Note(s)	The document(s) containing questions raised by Candidates and anonymised by the Procurement Team, concerning the tender procedure and the tender documents, including the Procurement Team's answers to these questions and the notices published on the Website.
Main Contractor	The Candidate who has submitted a request to participate in the tender procedure and, in doing so, relies on the technical competence of one or more parties and/or, in the event of the performance of the Contract, makes use of one or more Subcontractors, and who is the primary point of contact for the Client both during the tender procedure and during the performance of any Contract.
Procurement team	A team comprising various disciplines responsible for drawing up the tender documents, coordinating the tendering procedure, as well as – but not limited to – evaluating the tenders, under the leadership of a member of the Client's procurement department.
Potential Tenderer	A company that has downloaded the Selection Guidelines with a view to possibly participating in the tendering procedure.
Provisional Award Decision	The Procurement Team's selection of the Tenderer with whom the Client intends to conclude the Framework Agreement to which the tendering procedure relates, including the option not to conclude an Agreement.
Public Procurement Act 2012	Public Procurement Act 2012 of 1 November 2012 (Bulletin of Acts and Decrees 542), as last amended by Bulletin of Acts and Decrees 241. Abbreviation: Aw. (<i>Public Procurement Act 2012</i>)
Subcontractor	An undertaking engaged during the performance of the Contract, but whose technical and/or professional competence is not relied upon by the Candidate/Main Contractor during this tendering procedure.
Suitability requirements	Requirements relating to the level of competence which the Candidate must possess, on pain of exclusion. The Suitability Requirements may relate to financial and economic standing, technical competence and professional competence and/or professional authorisation.
Request to participate	The written request to participate, including the accompanying documents, submitted by a Candidate.
Tender Documents	All documents made available by the Procurement Team in the context of this tendering procedure, including, in any event, the Selection Guidelines, the Annexes, the draft contract and the Information Notes.
Candidate	The company or consortium of companies that has submitted a request to participate.

Selection Guidelines	The document provided to the Candidates on the basis of which they may submit their request to participate. This document provides information on the requirements (grounds for exclusion, Suitability Requirements) with which the Candidate must comply, the course of the tender procedure, the requirements with which the request to participate must comply (in terms of content), the award criteria and the evaluation procedure.
Tendering procedure	The procedure aimed at concluding the Agreement with a maximum of (3) Framework Contractors on the basis of the draft agreement, with the start date being the date of publication on TenderNed and the end date being the date of signature of the Agreement.
Third party	The company whose financial and economic standing and/or technical competence is relied upon to meet the Suitability Requirements. The company whose financial and/or economic capacity and/or technical competence and/or professional competence is relied upon to meet the Suitability Requirements.
Website	The Website is the TenderNed tendering platform used by the Procurement Team to support all communication and the implementation of this tendering procedure: www.tenderned.nl
Working day	A calendar day, not being (i) a Saturday or Sunday, (ii) a public holiday generally recognised in the Netherlands, or (iii) a day deemed equivalent thereto pursuant to Article 3(3) of the General Time Limits Act.

1. General

1.1 Introduction

These selection guidelines contain information regarding the European tender issued by Batterij Meerstad Noord B.V. concerning the conclusion of a framework agreement for the supply, installation and maintenance of the Battery Energy Storage System (BESS) at Energielandschap Lageland. This is a European tender conducted under the restricted procedure in accordance with the 2012 Public Procurement Act.

The Client is a special-sector organisation, meaning that Chapter 3 of the 2012 Public Procurement Act applies.

The aim of the tender is to conclude a framework agreement with three economic operators for a maximum duration of 8 years. The purpose of the selection guidelines is to select suitable candidates to submit a tender in the next phase of the tender process.

Chapters 3 and 4 set out the procedure for selecting candidates. They specify which documents must be submitted and the criteria candidates must meet in order to be invited to the next phase.

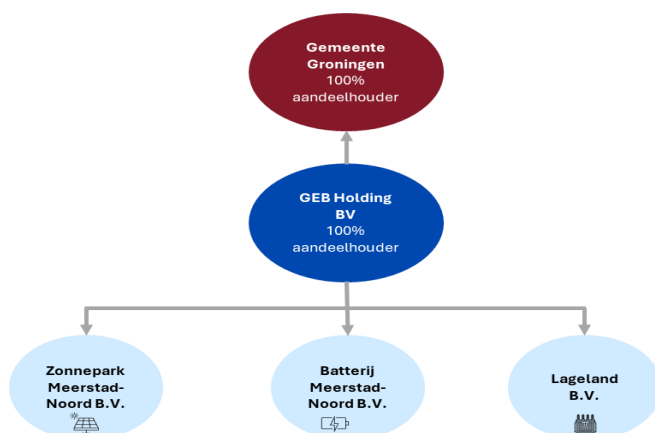
Candidates are invited to submit a request to participate on the basis of the information in these Selection Guidelines, whilst complying with the requirements and preferences set out herein.

1.2 Contracting Authority

Batterij Meerstad Noord B.V. is the contracting authority for this tender and is referred to in this document as the 'contracting authority', the 'Client', 'we' or 'us'.

Batterij Meerstad Noord B.V. is an operating company of Energiebedrijf Groningen (EBG). EBG is the municipality of Groningen's renewable energy company. We generate nearly 100% renewable energy. We do this using a mix of solar, wind and other renewable energy sources, utilising various storage systems. We carry out this work both in-house and in collaboration with others. We supply this renewable energy locally to local and regional large-scale consumers.

EBG consists of a holding company and a number of operating companies:



This mission guides everything we do. The hallmarks of our DNA are public, sustainable, local, regional and practical innovation. For more information, see: <https://energiebedrijfgroningen.nl/over-ons/>

1.3 Project Brief

The Client intends to enter into a framework agreement (the Agreement) with three contractors for the realisation of the Battery Energy Storage System (BESS) at Energielandschap Lageland.

The specific contracts under the Agreement will be put out to tender as turnkey EPC contracts for the Energielandschap Lageland battery park. The Client is procuring a functional end product: a ready-to-use, grid-compliant and safe battery system that meets the performance requirements set out in the tender specifications. The EPC contractor is responsible for the design, supply, construction, system integration, testing, commissioning and handover of a ready-to-use battery system, as well as (via a separate O&M agreement) for its long-term operation and maintenance.

In keeping with an EPC tender, the accompanying tender documents do not specify the detailed solution, but rather the framework within which the contractor develops and guarantees their design. The contractor is responsible for developing the design, whilst demonstrably remaining within that framework. The framework consists of:

- Functional requirements: the guaranteed performance of the system (capacity, energy content, efficiency, degradation, availability, response times), as set out in the tender requirements and the Client's specifications. The provisional requirements are set out in Annex 9 of these Selection Guidelines.
- Spatial framework: the environmental permit and the resulting conditions.
- Subsidy framework: the design and the guaranteed yield must comply with the conditions of the SDE++ subsidy decision granted.
- Interfaces: the interfaces with the works carried out by EBG and the point at which the contractor's responsibility ends.

The transfer point is the connection point at the intake substation; everything beyond that point falls outside the scope of the Agreement. The Lageland high-voltage substation is being constructed by EBG and put out to tender separately. The contractor is responsible for ensuring a sound connection to this transfer point and for managing the associated interfaces. The interfaces and the division of responsibilities are explained in more detail in the tender guidelines.

The contract will be carried out in phases:

- Phase 1: approximately 15 MW // 60 MWh BESS, connected to a 21 MW grid connection, with commissioning planned for Q1 2029.
- Phase 2: expansion to at least 50 MW // 200 MWh BESS, in conjunction with the upscaling of the connection (feed-in up to 260 MW, off-take up to 145 MW). Phase 2 is not being awarded at this stage, but is secured within the framework agreement and will be called off later via a mini-competition between the framework contractors. The indicative timetable is around 2032/2033, subject to TenneT's approval.

The Agreement does not oblige the Client to purchase: the Client is not bound to call off Phase 2. If the Client does not call off Phase 2 under the Agreement, the Client retains the freedom to put Phase 2 out to tender on the market (for example, if a new technology becomes available that none of the framework contractors offer and which is more cost-effective).

Parts of Energielandschap Lageland are owned by third parties (including CDL, Middelkoop, Battjes, Oosterhof); these fall outside the scope of the EPC, but the Agreement provides a right to benefit from the

EPC and O&M price and contract terms. For the BESS, this may be provided for in phase 2. In this regard, the Client's terms and conditions apply, without any obligation to purchase or to complete the project.

1.4 Inter-phase management and demarcation

The demarcation point between the BESS to be constructed by the Client and the connection infrastructure is formed by the 33 kV connection bays of the substation to be constructed by third parties. The EPC contractor is responsible for the complete design, engineering, supply, construction, testing, commissioning and handover of all installations up to this demarcation point.

1.4.1 Turnkey responsibility

The EPC contractor bears full and comprehensive responsibility for the turnkey handover of an operational and safely functioning battery park. This means that all components, facilities, works and temporary measures necessary for the proper operation of the installation, even if not explicitly mentioned in the tender documents, are deemed to form part of the Contractor's obligations.

1.4.2 Interface management

The EPC contractor must actively manage the interfaces between the battery park and the connection infrastructure constructed by third parties. The EPC contractor is responsible for:

- the timely identification of all technical and implementation interfaces;
- coordinating design data with the supplier of the intake substation;
- coordinating protection concepts, test procedures and commissioning activities;
- ensuring that all information required for correct integration with the intake substation is available in good time;
- preventing design and implementation conflicts between the various sub-systems;
- co-ordinating the interface work necessary to deliver the installation as a single functioning system.

1.4.3 Obligation to achieve results

The EPC contractor may not invoke incomplete coordination, shortcomings in interface coordination or discrepancies between different parts of the installation as grounds for additional remuneration, extra work or an extension of the deadline, in so far as these were reasonably foreseeable on the basis of the tender documents and the information provided.

1.4.4 Functioning connection

The EPC contractor shall deliver the BESS as a fully functional system that is technically ready for the supply of (renewable) electricity via the intake substation. The contractor is responsible for all work, deliveries, testing and coordination necessary to achieve this result.

1.5 Coordination of contracts for Energielandschap Lageland

The Client has decided to conduct two separate tendering processes for the award of the framework agreements for the Solar Park and the BESS. This will increase competition, as not all potential suppliers specialise in both solar parks and BESS. Furthermore, the two clients, Zonnepark Meerstad Noord B.V. and Batterij Meerstad Noord B.V., are two separate operating companies. In addition to the framework agreement for the solar park and BESS, an agreement will be concluded for tolling.

2. Information about the tender

2.1 Stages

The procedure comprises two phases, namely the selection phase and the award phase.

2.1.1 Phase 1: Selection phase

In this phase, your organisation will be assessed against the requirements and (selection) criteria. The outcome of the assessment will be the selection of six candidates, provided there are a sufficient number of qualified candidates.

Each candidate may download the Selection Guidelines and the annexes from the TenderNed notice. Candidates must draw up and submit their request to participate in accordance with the Selection Guidelines and annexes. If you are applying as a consortium, the requested information and documents must be provided for each member of the consortium.

Upon receipt of the requests to participate, the Candidates will be assessed against the eligibility criteria, suitability requirements and, finally, if necessary, the selection criteria.

A maximum of six candidates will be selected, who:

- Meet the application conditions;
- Meet the minimum requirements;
- If more than six candidates meet the minimum requirements, have scored highest on the selection criteria.

We reserve the right to request supporting documents from those Candidates who have received an invitation to submit a tender, in relation to the grounds for exclusion and Suitability Requirements. You must submit this supporting documentation within 7 calendar days of being requested to do so. If the supporting documentation shows that you are in a situation constituting a ground for exclusion or do not meet a specified Suitability Requirement, you will be excluded and your request to participate will be rejected.

All candidates will be notified as to whether or not they have been selected for the next stage.

2.2 Phase 2: Award phase

These Selection Guidelines relate to the first phase of the tender process: the submission of a request to participate and the selection of the six candidates who will be invited to tender.

This chapter outlines what is put out to tender and awarded in the second phase. There are two reasons for this. Firstly, a candidate must be able to assess whether they can handle and wish to accept this contract before investing the effort required to submit a request to participate. Secondly, the nature, scope and contractual terms of the contract determine the suitability requirements and selection criteria set out in the following chapters; without this context, it is not possible to properly understand those requirements.

The following applies to the status of this chapter:

- this chapter provides an overview. It is intended to give candidates a realistic picture of the contract and the contractual structure, and not to set out the contract in a binding manner;

- the contract documents will only be made available upon invitation to tender. No rights may be derived from this chapter;
- in the event of any conflict between this chapter and the documents relating to the award phase, the documents relating to the award phase shall prevail;
- The Client is under no obligation to continue the tender procedure, to award the contract or to purchase any goods or services.

2.3 The award phase at a glance

The table below summarises what happens during the award phase. The individual elements are explained in detail in the following sections.

Subject	Main points
Outcome of the selection phase	The Client selects six candidates and invites them to tender.
Outcome of the award phase	The Client will enter into a framework agreement with the three highest-ranked tenderers.
First contract (phase 1)	At the same time as concluding the Agreement, the Client awards the first Specific Agreement to the highest-ranked tenderer: an EPC contract for the implementation of phase 1, with a linked O&M contract.
Subsequent contracts (phase 2)	The expansion of the BESS will be awarded later, within the term of the framework agreement, as one or more Specific Agreements following a mini-competition between the three framework contractors.
EPC contract model	FIDIC Conditions, with project-specific Particular Conditions. Part of this agreement will be the provision of a bank guarantee.
O&M contract model	Project-specific maintenance and management agreement, as a separate agreement linked to the EPC agreement.
Term of the Agreement	A maximum of eight years from the date of signing.
Duration of O&M	Ten years from completion, with a unilateral option for the Client to extend the contract by five years.

Table: overview of the award phase

2.4 The contract structure: three phases

The contract is not set out in a single agreement, but in three consecutive stages. This is a deliberate choice: the Client wishes to secure the first stage with a responsible party now, but to contract the extension only when it actually becomes necessary, and in line with the technology and market prices applicable at that time.

Phase	What it is	When
1. Framework agreement	The agreement setting out the terms and conditions, the scope, the pricing structure and the rules for all subsequent contracts. The Client enters into this with three economic operators. The framework agreement is not itself a contract: no work is commissioned under it until a Specific Agreement has been awarded.	Upon award, following the award phase
2. First specific contract (phase 1)	The actual contract for the implementation of phase 1: an EPC contract plus the associated O&M agreement. This is awarded to the highest-ranked tenderer without a new competitive tender process.	Simultaneously with the framework agreement

Phase	What it is	When
3. Subsequent Specific Agreements (phase 2)	One or more contracts for the expansion of the park, each comprising an EPC contract with associated O&M. These will be awarded following a mini-competition in which all three framework contractors are permitted to participate.	Later, within the term of the framework agreement

2.5 What the Client awards in the award phase

2.5.1 The framework agreement with three economic operators

Based on the tenders submitted, the Client will rank the tenderers. The Client will enter into a framework agreement with the three highest-ranked tenderers. The remaining tenderers will not be eligible for a framework agreement and will therefore not be able to compete for subsequent contracts.

The principles governing the framework agreement are as follows:

- Setting out the contractual terms and conditions under which all (subsequent) contracts will be awarded, including in any event the contract model (EPC and O&M), the Client's requirements, the guarantees, the insurance cover, the liability arrangements, the securities and the pricing system;
- To set out the rules governing the award of subsequent contracts, including the rules and criteria for the mini-competition;
- No purchase or turnover guarantee is given. With the exception of the first Specific Agreement for phase 1, there is no purchase obligation whatsoever on the part of the Client.
- The framework agreement and the resulting Specific Agreements relate in any event to the design, supply, construction, integration, testing, commissioning and handover of the BESS (including the necessary civil engineering works), as well as to its management and maintenance;
- The framework agreement provides no certainty as to the timing or scope of any extension. This depends in part on external conditions and on decision-making by the Client and its shareholder and financiers.

Tenderers are expressly asked to take this into account when setting their prices during the award phase: the contract for phase 1 is fixed, whilst the contracts for phase 2 are not.

The following will be made available with the tender guidelines:

- Final spatial design
- Technical specifications and guiding principles
- Draft framework agreement
- Draft EPC agreement
- Draft O&M agreement

The selection of the three most economically advantageous tenderers will be based on:

The contract will be awarded on the basis of the best price-quality ratio. The quantitative criteria (G.2 to G.5) will be factored into the notional price as a cost component; the qualitative criterion G.6 is linked to a maximum notional discount, which will be deducted from the tender sum. This results in a comparison price. The notional discount is not paid to the contractor. The three tenderers with the lowest comparison price are designated as the Most Economically Advantageous Tenderers with whom the Framework Agreement will be concluded. The tenderer ranked first will be awarded the first Specific Agreement.

	Criterion	Definition	Unit	Max. financial impact
G.1	CAPEX	Sum of all one-off cost items from the tender, including engineering, supply of BESS, PCS and transformers, civil works and foundations, MV integration up to the transfer point, transport, installation, FAT, SAT and commissioning.	€	N/A
G.2	Delivery time	Lead time from the date of award until commissioning is complete on site. Bonus up to [23] months, penalty from [25] months, knockout from [26] months.	months → €	[€]
G.3	Life-cycle O&M costs	Net present value of the proposed O&M remuneration over the contract term of [10] years, at a discount rate of [6]%. The proposed remuneration is fixed for the term and is indexed solely in accordance with the price adjustment formula.	€ (NPV)	[€]
G.4	Energy losses	Guaranteed net AC efficiency (round-trip). Converted to the net present value of the energy losses over the contract term, based on a fixed energy price and a fixed number of MWh per year.	€ (NPV)	[€]
G.5	Degradation	Guaranteed State of Health (SoH) curve over [10] years, based on the usage profile specified in the tender documents. This profile is expressed as a cumulative cycle budget over the contract term (no more than [xx] full equivalent cycles, or [xx] MWh of energy throughput, over [10] years), at an average depth of discharge of [xx]% and the specified ambient temperature profile. Converted to the net present value of the augmentation or replacement costs required to maintain the contracted usable capacity throughout the term.	€ (NPV)	[€]
G.6	Quality and implementation plan	The tenderer shall provide a high-quality implementation plan for the design, construction and maintenance of the battery system. The plan will be assessed by the evaluation committee on the basis of three sub-criteria: System design (weighting [40]%) : the manner in which the tenderer ensures that the design meets the functional requirements and integrates robustly at the transfer point. Contingency management (weighting [30]%): the fire safety and fire-extinguishing concept, compartmentalisation and the control of thermal runaway. Fallback scenarios in the event of incidents and safe shutdown in the event of grid failures. Implementation (weighting [30]%) : the testing and commissioning plan (FAT/SAT/commissioning), interface management with the separately contracted contractors and	notional discount €	[€]

		the HV/MV substation, and the assurance of O&M. The weighted sum yields a total score between 0% and 100%, which is multiplied by the maximum plan value of €[xx] ([10]% of the average estimated CAPEX).		
Notional price = CAPEX (G.1) + lead time adjustment (G.2) + NPV of O&M (G.3) + NPV of energy losses (G.4) + NPV of degradation/augmentation (G.5) – plan value (G.6)				

Please note: these criteria are indicative and will be made available in their final form in the award guidelines.

2.5.2 The first Specific Agreement: phase 1

At the same time as the Agreement is concluded, the Client awards the first Specific Agreement to the tenderer ranked first. No separate mini-competition will take place for this contract; the ranking from the tender is decisive.

This first Specific Agreement consists of two agreements to be signed simultaneously:

- an EPC contract for the design, supply, construction, integration, testing, commissioning and handover of Phase 1;
- an O&M agreement for the operation and maintenance of the completed installation, commencing upon handover.

2.5.3 Subsequent Specific Agreements: Phase 2 via a mini-competition

The expansion of the BESS will not be awarded to a framework contractor at this stage. The Client will award this later, within the term of the framework agreement, as one or more Specific Agreements. Each of these will be preceded by a mini-competition between the three framework contractors.

The following applies to this mini-competition:

- all three framework contractors will be invited and may submit a tender;
- the rules and award criteria for the mini-competition are laid down in advance in the tender documents for the award phase and cannot subsequently be substantially amended;
- the contract is performed in accordance with the terms of the Agreement; the mini-competition relates to the detailed implementation thereof, including, in any event, price, scheduling and technical specifications;
- The Client reserves the right to split the extension into several smaller call-off contracts and to award these separately via a mini-competition, for example where the extension is to be carried out in phases;
- an O&M agreement for the relevant part will also be awarded as part of the Specific Agreement(s) for phase 2.

The Client is keen to be open about this: it is possible that the successful tenderer for this tender will carry out phase 1, whilst one (or more) of the other framework contractors will carry out phase 2. The framework agreement and the Client's requirements are therefore drawn up in such a way that the park remains a coherent whole from both a technical and a management perspective, including through uniform technical requirements and a clear delineation of responsibilities between the parties involved.

2.6 The EPC contract: nature and scope

The contract is put out to tender as a turnkey EPC contract. The Contractor is the single point of contact and bears full responsibility for delivering a project that is ready for use and meets the specified performance requirements. This so-called ‘single point of responsibility’ is non-negotiable and cannot be split up at the tender stage.

Within the scope

The scope will be further detailed during the award phase, but, based on current information, consists of:

- the development of the design and the complete engineering, including the necessary surveys within the park site;
- the procurement and supply of all components, including the contracting of manufacturers and subcontractors;
- civil engineering works, including foundations, site development, cable routes and access roads within the park site;
- electrical works within the park, including cabling, inverters and associated installations;
- system integration, including control, monitoring and protection;
- testing, commissioning and demonstration of the guaranteed performance;
- handover, the warranty period and the complete handover dossier, including as-built documentation, manuals and training;
- providing the necessary provisions to enable future expansion. The Client has deliberately specified the electrical installations for phase 1 to be generously dimensioned – including cables, control systems and monitoring – so that the expansion can be connected without costly modifications.

2.6.1 Design and performance requirements

The Client shall have a final spatial design drawn up by its design consultant. That design shall be made available with the invitation to tender. In the contract award documents, the Client shall clearly specify the status of that design: a binding Client design, a reference design or merely a design basis to be developed and guaranteed by the Contractor.

The Client’s requirements shall, as far as possible, be formulated as performance requirements rather than as prescribed brands or types. Where a component is nevertheless specified, the phrase ‘or equivalent’ shall always apply. The contractor is expected to demonstrate that its solution meets the specified performance requirements.

2.7 The O&M contract

Every EPC contract is accompanied by an O&M contract. The party that constructs the installation also manages and maintains it for a specified period following handover. The Client makes a conscious choice in this regard: performance, availability and service life depend heavily on proper maintenance.

Subject	Starting point
Award and signing	Simultaneously with the corresponding EPC contract.
Commencement date	Upon completion of the relevant part of the works.
Term	Ten years.
Extension	Unilateral option for the Client to extend the contract by five years, subject to the terms and pricing structure set out in the agreement.

Subject	Starting point
Scope	Preventive and corrective maintenance, fault resolution, monitoring and reporting, vegetation and site management, spare parts management, periodic inspections and tests, and maintaining performance standards.
Performance agreements	Availability guarantee, performance guarantee, response times and repair times, measurable key performance indicators and a bonus-malus scheme.
Transition from construction to maintenance	Set out in a scope and responsibilities matrix, so that it is clear at all times which obligations fall under the EPC contract and which under the O&M contract.
End of the agreement	A handover arrangement covering documentation, spare parts, access to systems and data, and an exit procedure that facilitates a switch to another maintenance provider.

The O&M agreement for phase 1 is assessed and priced during the award phase. For any extension under phase 2, an O&M agreement for the relevant part is awarded in each instance via a mini-competition.

2.8 Contract model and contract terms

2.8.1 The chosen model

The EPC contract will be based on the FIDIC Conditions. This is in line with the structure of this contract and with an international market for suppliers and contractors.

The FIDIC General Conditions are supplemented and amended by project-specific Particular Conditions, thereby tailoring the contract to Dutch law, to this project and to the requirements of the financiers and insurers. Tenderers will receive the full set of contract documents with the invitation to tender.

2.8.2 Items for which the tenderer must be able to quote a price

The Contract is financed through project finance. This means that a number of contractual matters are non-negotiable and that tenderers must incorporate these into their price. The following matters, amongst others, are set out in detail in the contract documents (available during the tender phase):

- fixed price, scope and schedule: a sufficiently fixed contract price, a defined scope and a binding implementation schedule with milestones;
- handover and testing: clear handover criteria, a testing and commissioning programme, and defined performance tests with measurement points and measurement methods;
- performance guarantees: guaranteed capacity and availability, and a degradation curve, with periodic reviews and, where applicable, agreements on capacity top-ups;
- penalties: delay penalties and performance penalties (*liquidated damages*), with a defined system and maximum limits;
- liability and security: a liability cap, performance and warranty bonds, and, where necessary, a group guarantee;
- pass-through of supplier guarantees: the manufacturers' guarantees shall be structured in such a way that the Client can rely on them directly or that they are transferred to the Client upon expiry of both the EPC and O&M contracts;
- rights of the financiers: cooperation regarding direct agreements and step-in rights, and regarding the pledging or assignment of rights under the contract to the financiers;

- limited suspension and termination: the grounds on which the Contractor may suspend the work or terminate the contract are limited and subject to procedural safeguards;
- variations, claims and delays: a workable and comprehensive arrangement for variations, additional works, claims and extensions of time, with short notice periods;
- **cyber security and safety**: requirements for control and communication systems (such as NIS2) and requirements relating to fire safety and emergency management.

2.9 Insurance

The Client shall take out CAR insurance. All other insurance required up to the point of handover shall be taken out by the Contractor.

2.10 Permits

The BESS will be realised within the spatial framework of the environmental permit and the resulting conditions (including integration into the landscape and ecology), as well as taking the peat soil into account for foundations, drainage and corrosion protection. Furthermore, the design and the guaranteed output comply with the conditions of the SDE++ subsidy decision granted.

The extension of the battery licence from 5 to 50 MW is currently underway. Part of the assessment carried out for the existing 5 MW licence can also be used for the extension; the QRA and safety assessment (PGS) are yet to be finalised. It is expected that no EIA will be required. Should a licence not be finalised in time, the flexibility of the framework agreement – splitting phase 2 into smaller sub-phases – offers a possibility

Duration and extension options

2.11 Duration and renewal options

Component	Duration	Extension
Framework agreement	Eight years, calculated from the date of signing. This is the maximum term applicable to framework agreements for special-sector companies.	No extension.
Right to award Specific Agreements	Exclusively during the term of the framework agreement. The framework agreement specifies the latest date on which a subsequent contract may still be awarded.	No extension.
Specific Agreement — EPC	Up to and including completion and the expiry of the warranty period. A subsequent contract awarded within the term of the framework agreement may continue after its expiry; this is expressly stipulated in the framework agreement.	Extension of the term exclusively in accordance with the contractual provisions.
Specific Agreement — O&M	Ten years from handover. This agreement may also continue after the expiry of the framework agreement.	Unilateral option for the Client to extend by five years.

The timing of the extension has not been fixed. In the event that the extension is required later than currently envisaged, the framework agreement contains a fallback provision.

2.12 Timetable

The table below sets out the timetable for the tendering procedure. The Client reserves the right to amend the timetable; no rights may be derived from this by you. **The current schedule is available in TenderNed.**

Description	Date and time
Selection phase	
Publication of the Selection Guidelines on TenderNed	25 September 2026
Deadline for submitting questions regarding the Selection Guidelines	6 October 2026
Publication of the Information Note	15 October 2026
Deadline for submitting requests to participate	29 October 2026, 16:00
Announcement of proposed selection decision (10-day standstill period)	12 November 2026
Outcome of the final selection decision	24 November 2026
Award phase (preview)	
Start award phase	25 November 2026
Closing date for submission of tenders	21 January 2027
Notification of provisional award (20-day standstill period)	11 February 2027
Final award	4 March 2027

Table 1: Timetable

3. Qualification of candidates: grounds for exclusion and suitability requirements

3.1 Additional conditions for cooperation with other undertakings

Wherever the term 'Candidate' is used in this chapter, the provisions set out under each Suitability Requirement regarding a Consortium, a Third Party and a Subcontractor apply in addition in the event of cooperation with other undertakings.

3.2 Grounds for exclusion

The Candidate must complete in full, without reservation and unconditionally, and sign in a legally valid manner: the European Single Procurement Document (ESPD). Failure to submit the European Single Procurement Document (ESPD) with a legally valid signature, or making alterations to the European Single Procurement Document (ESPD), will result in exclusion. In order to verify its legal validity, an extract from the Chamber of Commerce must be enclosed.

The Candidate must be a company established in an EU Member State.

The Client attaches importance to being able to assess circumstances relating to the qualitative assessment of Candidates and, where necessary, to proceed with exclusion if the circumstances so warrant. In addition to the mandatory grounds for exclusion, the Client will therefore declare the following optional grounds for exclusion under Article 2.87 of the Public Procurement Act (Aw) to be applicable to this procedure:

- the Candidate has breached one or more obligations in the field of environmental, social and labour law under European Union law, national law or a collective labour agreement, or under the provisions of international environmental, social and labour law as set out in Directive 2014/24/EU;
- the Candidate is in a state of bankruptcy or liquidation, has ceased trading, has been granted a moratorium on payments or has entered into a (bankruptcy) composition, or the Candidate is in any other comparable situation as a result of similar proceedings under the laws and regulations applicable to it;
- the Candidate has entered into agreements with other businesses aimed at distorting competition;
- there is a conflict of interest that cannot be resolved by less drastic measures;
- the Candidate has been found to have made false statements to a serious degree when providing the information required to verify the absence of grounds for exclusion or the fulfilment of the Suitability Requirements, or has withheld such information or was unable to produce the required supporting documents;
- the Candidate has attempted to unlawfully influence the Client's decision-making process, to obtain confidential information that would enable them to gain an undue advantage in the tendering procedure, or has, through negligence, provided misleading information that may have a significant impact on exclusion, selection or award decisions;
- the Candidate has failed to fulfil its obligations regarding the payment of taxes or social security contributions.

For the purposes of verifying the European Single Procurement Document (ESPD), the Candidate is requested, on pain of exclusion, to submit the following supporting documents within ten (10) working days of the Provisional Award Decision:

- a copy of the Dutch Declaration of Good Conduct for Public Procurement (not more than two years old at the time of submission of the request to participate). In view of the processing time of approximately 8–16 weeks, the Candidate is advised to apply for a Declaration of Good Conduct for Public Procurement as soon as possible after receiving the Selection Guidelines. If the Candidate is a non-Dutch company, it must, in place of the Declaration of Good Conduct for Public Procurement, submit a sworn statement or a solemn declaration made before a competent judicial or administrative authority, a notary or a competent professional body in the country where the Candidate is established; this declaration must be submitted within ten Working Days of the Provisional Award Decision (and must not be more than two years old at the time of submitting the request to participate).
- a copy of a certificate from the tax authorities (not more than six months old at the time of submitting the request to participate) confirming that all social security contributions and taxes have been paid.

3.3 General information

The request to participate must, for information purposes, include a description of the company profile, the organisation chart and the organisational structure of the Candidate. If a Candidate has a relationship with a holding company and/or parent company (i.e. not only if the holding company and/or parent company is listed as a Third Party), a description of the business profile and an organisational chart of the group structure of this holding company and/or parent company must also be attached. This information is requested for information purposes only. This information must be submitted via the Website.

3.4 Suitability Requirements

This section sets out the Suitability Requirements applicable to this tender procedure, which must be met on pain of exclusion. The supporting documents to be submitted are specified for each Suitability Requirement.

3.4.1 Professional competence

3.4.1.1 SUITABILITY REQUIREMENT 1: Registration in the national commercial register

By submitting a request to participate, the Candidate declares, on pain of exclusion, that at the time of submitting the request to participate, they are registered in the relevant professional or commercial register of their country of origin.

For the purposes of verifying the European Single Procurement Document (ESPD), the Candidate is requested, on pain of exclusion, to submit the following supporting document within ten (10) working days of the Provisional Award Decision:

- A copy of the entry in the valid professional or commercial register of the country of origin (not more than six months old at the time of submission of the request to participate).
- A Consortium must comply with this requirement in the case of a partnership in the process of being formed, for which registration in the Commercial Register is not yet required. If the Consortium is already registered in the Commercial Register, a copy of the registration must be submitted.

3.4.2 Financial and economic capacity

3.4.2.1 SUITABILITY REQUIREMENT 2: Auditor's report and average annual turnover

By submitting a request to participate, the Candidate declares, on pain of exclusion, that it complies with the Suitability Requirement set out below in relation to the annual accounts.

All undertakings involved in the request to participate (i.e. the Candidate, every member of the Consortium, every Third Party), **regardless** of whether they will perform (part of) the Contract to be awarded, must, at the time of the request to participate, have an approved auditor's report on the annual accounts for the three most recently completed financial years.

- This must not contain a 'going concern paragraph' (i.e. a mandatory note to the financial statements due to significant uncertainty regarding the entity's ability to continue as a going concern).
- This must demonstrate: an average annual turnover of at least EUR 30,000,000 over the last three completed financial years, a solvency ratio of at least 15% and a current ratio of at least 1.0.

For the purposes of verifying the European Single Procurement Document (ESPD), the Candidate is requested, on pain of exclusion, to submit the following supporting documents relating to all relevant undertakings within ten (10) working days of the Provisional Award Decision:

- an approved auditor's report on the annual accounts for the three most recent financial years

No mandatory audit requirement

If the Candidate is not required to have an auditor's report drawn up because the undertaking in question is classified as a 'micro-enterprise' within the meaning of Article 2:395a of the Dutch Civil Code or as a 'small legal entity' within the meaning of Article 2:396 of the Dutch Civil Code, the following applies. In order to safeguard as far as possible the financial capacity of the Candidate classified as a 'micro-enterprise' or 'small legal entity', a statement signed by the Candidate's financial director confirming compliance with the relevant Suitability Requirement shall suffice for each Suitability Requirement, in lieu of an auditor's report.

Audit requirement for less than three years

Insofar as an undertaking referred to above has only become subject to audit in the past three years and, for that reason, is unable to submit an unqualified auditor's report, a compilation report from an auditor, accompanied by a statement from the financial director of the undertaking in question confirming that there is no material uncertainty regarding the undertaking's going concern, shall suffice.

3.4.2.2 SUITABILITY REQUIREMENT 3: Dun & Bradstreet risk indicator

By submitting a request to participate, the Candidate declares, on pain of exclusion, that it complies with the Suitability Requirement set out below regarding the Dun & Bradstreet risk indicator.

At the time of submitting the request to participate, the Candidate must have a Dun & Bradstreet risk indicator of 1 ('minimal risk'), 2 ('low risk') or 3 ('above-average risk').

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

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

For the purposes of verifying the European Single Procurement Document (ESPD), the Candidate is requested, on pain of exclusion, to submit the following supporting document within ten (10) working days of the Provisional Award Decision:

- a credit report prepared by Dun & Bradstreet (not more than one month old at the time of submission of the request to participate).
- or – if the Candidate is unable to submit a Dun & Bradstreet report – a business information report drawn up by Graydon, Moody's or Standard & Poor's.

If the Candidate submits a request to participate as a Consortium, at least one of the members of the Consortium capable of guaranteeing the Consortium's financial and economic capacity must independently meet this requirement. If the Candidate relies on a Third Party to meet this requirement, that Third Party must independently meet this requirement.

3.4.2.3 SUITABILITY REQUIREMENT 4: Insurance policies

By submitting a request to participate, the Candidate declares, on pain of exclusion, that it complies with the Suitability Requirement set out below regarding liability insurance.

At the time of submitting the request to participate, the Candidate must hold public liability insurance (AVB) to cover the Contractor's civil liability, with an insured sum of at least EUR 10,000,000 (ten million euros) (or the equivalent in another currency) per incident and EUR 200,000,000 (two hundred million euros) (or the equivalent in another currency) on an annual basis.

In addition, the Candidate must hold, or undertake to take out: insofar as parts are transported by sea or over long distances, cargo (transport) insurance covering the relevant consignments until their arrival at the site.

For the purposes of verifying the European Single Procurement Document (ESPD), the Candidate is requested, on pain of exclusion, to submit the following supporting document within ten (10) working days of the Provisional Award Decision:

- a copy of the valid insurance certificate for the relevant insurance policy or policies (not more than six months old at the time of submission of the request to participate); or
- a statement from the insurer or insurance broker confirming that the Candidate meets the above Suitability Requirement.

If the Candidate submits a request to participate as a Consortium, at least one party to the Consortium must independently meet this requirement. If the Candidate relies on a Third Party to meet this requirement, that Third Party must independently meet this requirement.

3.4.3 Technical and professional competence

3.4.3.1 SUITABILITY REQUIREMENT 5: References

By signing the request to participate, the Candidate declares, on pain of exclusion, that it guarantees to the Client that it possesses and will continue to possess the appropriate organisation, knowledge, production capacity, service organisation and experience to successfully carry out the Contract.

On the basis of the requirements set out below regarding technical and/or professional skills, the Client will determine whether the Candidate is suitable to perform the Contract.

The Procurement Team has identified a number of Core Competences through which the Candidate must demonstrate their technical competence.

The following Core Competences must be demonstrated in the Reference Statement for this tender procedure:

Core Competence 1 – turnkey battery energy storage system (BESS) project (≥ 5 MW / 20 MWh):

Over the past 5 years, the Candidate has engineered, constructed, commissioned and satisfactorily delivered at least one (1) turnkey BESS project in the Netherlands under a single integrated EPC contract, with a capacity of at least 5 MW / 20 MWh, comprising at least two interconnectable units with demonstrable interface integration.

Core Competence 2 – maintenance of a battery park (BESS) under an O&M agreement:

Over the past [3] years, the Candidate has maintained at least one (1) 15 MW BESS installation under an O&M agreement. *If a Third Party (service provider) is engaged for this purpose, that Third Party must be listed as a subcontractor in the request to participate and assessed as such.*

The Candidate may demonstrate both Core Competences with a single reference.

The Candidate must use **Annex 3 – Reference Statement** of these Selection Guidelines for this purpose.

3.4.3.2 SUITABILITY REQUIREMENT 6: Quality assurance certificate

By signing the request to participate, the Candidate declares, on pain of exclusion, that at the time of submitting the request to participate, it complies with the Suitability Requirement set out below regarding the quality assurance system.

At the time of submitting the request to participate, the Candidate must hold (the most recent version of) an **ISO 9001** quality management system certificate, a certificate that is at least equivalent, or other evidence of equivalent measures appropriate to the nature of the work to be carried out.

For the purposes of verifying the European Single Procurement Document (ESPD), the Candidate is requested, on pain of exclusion, to submit the following supporting documents within ten (10) working days of the Provisional Award Decision:

- A valid ISO 9001 quality management system certificate; or
- A valid quality management system certificate equivalent to an ISO 9001 quality management system certificate; or
- Evidence of measures equivalent to an ISO 9001 quality management system.

If the Candidate submits a request to participate as a Consortium, each party to the Consortium must meet this requirement. If, in meeting this requirement, the Candidate relies on a Third Party, that Third Party must independently meet this requirement.

3.4.3.3 SUITABILITY REQUIREMENT 7: Environment and health and safety at work

By signing the request to participate, the Candidate declares, on pain of exclusion, that at the time of submitting the request to participate, it complies with the Suitability Requirement set out below regarding the environmental management system.

The Candidate must hold an **ISO 14001 certificate or EMAS registration**, or have an equivalent environmental management system, valid on the closing date of these Selection Guidelines. The certificates or description requested as evidence must relate specifically to the Candidate's business unit(s) involved in the work to be carried out.

The Candidate must hold an **ISO 45001 certificate** or have an equivalent management system, valid on the closing date of these Selection Guidelines. The certificates or description requested as evidence must relate specifically to the business unit(s) of the Candidate involved in the work to be carried out:

- The ISO 14001 certificate requires that an organisation’s environmental management system complies with legislation and regulations and that its environmental policy provides for a process of continuous improvement. The EMAS standards largely correspond to the ISO 14001 requirements, but EMAS registration also requires the inclusion of a sustainability report in the annual report. Submission of a copy of the ISO 14001 or EMAS certificate is sufficient; or
- If the Candidate has an equivalent certified environmental management system based on a standard other than ISO 14001 or EMAS, they must, in addition to the certificate from the certifying body as referred to in Article 2.97 of the 2012 Public Procurement Act, also provide a substantiated explanation of the points on which, and to what extent, this system corresponds to and/or differs from the applicable ISO 14001 or EMAS system; or
- If the Candidate does not hold such an ISO 14001 certificate or EMAS registration, a description of the measures taken must be submitted, together with a copy of the contents of the relevant manual and a policy statement from the responsible management, demonstrating that the management actively endorses and monitors measures equivalent to those under ISO 14001 or EMAS.
- If the Candidate has an equivalent certified occupational health and safety management system based on a standard other than ISO 45001, it must, in addition to the certificate from the certifying body as referred to in Article 2.97 of the 2012 Public Procurement Act, also provide a substantiated explanation of the points on which and the extent to which this system corresponds to and/or deviates from the applicable ISO 45001 standard; or
- If the Candidate does not hold such an ISO 45001 certificate, a description of the measures taken must be submitted, together with a copy of the contents of the relevant manual and a policy statement from the responsible management, demonstrating that the management actively endorses and monitors measures equivalent to those of ISO 45001.

For the purposes of verifying the European Single Procurement Document (ESPD), the Candidate is requested, on pain of exclusion, to submit the aforementioned supporting documents within ten (10) Working Days of the Provisional Award Decision.

If the Candidate submits a request to participate as a Consortium, at least one member of the Consortium must meet this requirement. If only one member of the Consortium has this quality management system in place, the Consortium may rely on that member. In that case, the Consortium must ensure that this member carries out the relevant work.

If the Candidate relies on a Third Party to meet this requirement, that Third Party must independently meet this requirement and must be engaged to carry out the work.

3.4.4 Corporate social responsibility

3.4.4.1 SUSTAINABILITY REQUIREMENT 8: Code of Conduct

Our contractors and suppliers are expected to commit to corporate social responsibility. To this end, the Client applies the ‘EBG Code of Conduct for Suppliers’.

By submitting a request to participate, the Candidate declares, on pain of exclusion, that it will comply with the ‘EBG Code of Conduct for Suppliers’ as set out in **Annex 2 – Code of Conduct for Suppliers**. This constitutes a special condition of performance within the meaning of Article 3.63 in conjunction with Article 2.80 of the Public Procurement Act 2012. Please note that verification of compliance with the ‘EBG Code of Conduct for Suppliers’ may lead to due diligence investigations being carried out at the Contractor’s premises and/or those of the Contractor’s subcontractors or suppliers.

3.4.5 Communication and formal representation

3.4.5.1 SUITABILITY REQUIREMENT 9: Communication and formal representation

The Candidate must be a **legal entity established in the European Union** and must remain a legal entity established in the European Union for the duration of the Contract.

All contact persons acting on behalf of the Contractor in connection with this Contract must be able to communicate in **Dutch or English at a level of at least B2 of the Common European Framework of Reference for Languages** (CEFR). The Contractor shall appoint one main contact person (and a deputy) who, amongst other things, is available for coordination and the exchange of information and who is responsible for reporting periodically to the Client on the performance of the Agreement.

3.4.6 Compliance

3.4.6.1 SUITABILITY REQUIREMENT 10: Declaration of Lawful Tender

When submitting the request to participate, the Candidate must provide a declaration stating that the request to participate has not come about under the influence of any agreement, decision or conduct contrary to Dutch or European competition law.

This declaration, being **Annex 4 – Declaration of Lawful Tender**, must be signed by a director who is legally authorised to represent the Candidate for this purpose. If the Candidate is a Consortium of undertakings, the Candidate must submit such a declaration from a director of each legal entity or natural person forming part of the Consortium.

The signatory of Annex 4 – Declaration of Lawful Tender 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 appointed in the articles of association registered with the Chamber of Commerce, the Candidate must submit these articles of association together with the request to participate. If directors are only authorised to represent the company jointly, they must jointly submit Annex 4 – Declaration of Lawful Tender.

The request to participate is invalid if a required **Annex 4 – Declaration of Lawful Tender** is not submitted or has not been completed truthfully.

3.4.6.2 SUITABILITY REQUIREMENT 11: Declaration of no Russian involvement

On 8 April 2022, various new sanctions were imposed on Russia. In practical terms, this means that we, as the Client, may no longer award new contracts or concessions to Russian parties and that existing contracts concluded with Russian parties prior to 9 April 2022 must be terminated within six months of the publication of the sanctions package.

In this regard, the Client sets as a minimum requirement for the Candidate that no Russian parties may be engaged in the performance of the Contract, at least for as long as the current sanctions remain in force. The Candidate must submit a declaration with its request to participate stating that there is no Russian involvement in the performance of the Contract. The Candidate's third parties, subcontractors and/or suppliers are obliged to cooperate in this regard. This declaration stems from the European Union's sanctions package (Article 5 *duodecies* of Regulation (EU) No 833/2014), pursuant to which contracts may not be awarded to Russian undertakings or to undertakings affiliated with Russian legal or natural persons, and pursuant to which candidates, regardless of their origin, may not engage Russian undertakings for more than 10% of the value of the Contract as a subcontractor, third party and/or supplier.

This declaration, being **Annex 5 – Declaration of No Russian Involvement**, must be signed by a director who is legally authorised to represent the Candidate for this purpose. If the Candidate is a Consortium, the Candidate must submit this declaration signed by a director of each legal entity or natural person forming part of the Consortium.

The signatory of **Annex 5 – 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 appointed in the articles of association registered with the Chamber of Commerce, the Candidate must submit these articles of association together with the request to participate. If directors are only authorised to represent the company jointly, they must jointly **complete and sign Annex 5 – Declaration of No Russian Involvement**.

The request to participate is invalid if a required **Annex 5 – Declaration of No Russian Involvement** is not submitted or has not been completed truthfully.

The Client reserves the right to carry out supply chain checks and other investigations to further verify the accuracy of the submitted declaration, for example by requesting additional 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.

3.4.6.3 SUITABILITY REQUIREMENT 12: Data security

When submitting a request to participate, the Candidate must:

- submit a declaration stating that control, data and remote access systems and/or software do not originate from suppliers designated as 'High-Risk Vendors' in accordance with Article 26 of the IAA. The declaration must also include a statement of origin for the systems and software used. The Candidate's third parties, subcontractors and/or suppliers are obliged to cooperate in this regard.
- Possesses a demonstrable management system for information and OT security, in line with the principles of ISO 27001 and IEC 62443 and consistent with its NIS2 obligations.

This declaration, being **Annex 7 – Data Security Declaration**, must be signed by a director who is legally authorised to represent the Candidate for this purpose. If the Candidate is a Consortium of companies, the Candidate must submit such a declaration from a director of each legal entity or natural person forming part of the Consortium.

The request to participate is invalid if a required **Annex 7 – Data Security Declaration** is not submitted or has not been completed truthfully.

3.4.6.4 SUITABILITY REQUIREMENT 13: Declaration of purchase price of battery cells

By signing the request to participate, the Candidate declares, on pain of exclusion, that at the time of submitting the request to participate, it complies with the Suitability Requirement set out below regarding the declaration of the purchase price of the battery cells.

The Candidate shall state the estimated net purchase price of battery cells from a Tier 1 supplier, expressed in €/kWh. The price must be verifiably substantiated by the Candidate's existing price agreements with its OEM.

The Candidate shall demonstrate this by means of a signed price declaration, accompanied by supporting evidence from the supplier.

3.4.6.5 SUITABILITY REQUIREMENT 14: Declaration of purchase price for power electronics (PCS)

By signing the request to participate, the Candidate declares, on pain of exclusion, that at the time of submitting the request to participate, it complies with the Suitability Requirement set out below regarding the declaration of the purchase price of the power electronics.

The Candidate shall state the estimated net purchase price of the power conversion skids (PCS, including inverters and auxiliary equipment), normalised and expressed in €/kW at rated power, from a Tier 1 supplier. The price must be verifiably substantiated by the Candidate's existing price agreements with its OEM.

The Candidate shall demonstrate this by means of a signed price declaration, accompanied by supporting evidence from the supplier.

4. Selection criteria

Requests to participate to which the grounds for exclusion do not apply and which meet the Suitability Requirements will be assessed against the selection criteria.

The scores for the criteria are added together for each candidate, and the sum gives the total score (final total). The six candidates with the highest score(s) will be selected for the award phase of this tender.

If fewer than six candidates meet the application conditions, grounds for exclusion and Suitability Requirements, a correspondingly smaller number of candidates will be selected. If, during the selection of candidates, more than six candidates are eligible for selection due to a tie, a draw will be held amongst the lowest-ranked candidates with the same score. If all candidates have the same score, a draw will be held amongst all candidates.

4.1 Explanation of selection criteria

From the candidates who meet the Suitability Requirements, the six best will be selected on the basis of the selection criteria set out below. At this stage, the candidate, as a business, is assessed on the basis of its demonstrable references, not on its implementation approach or the price offered; these will be considered during the award phase. For each criterion, the assessment committee awards points based on pre-defined, demonstrable characteristics. The sum of the points awarded across all criteria constitutes the total score. The six candidates with the highest total scores are invited to submit a tender. Selection is based on 12 criteria.

Project-related criteria (demonstrated via a maximum of 3 EPC references)

	Characteristic	When the characteristic is met	Points
SC.1	Demonstrable interface management with a separately contracted electrical (E) contractor	In at least one reference, the candidate, as a contractor, has demonstrably managed the interfaces with a separately contracted electrical (E) contractor and/or an externally contracted contractor. As evidenced by an interface register or a client's statement.	+5
SC.2	Demonstrable interface management with a civil engineering subcontractor	As per SC.1, but with a separately contracted civil engineering subcontractor.	+5
SC.3	Experience of an interface with a grid operator/TenneT	In at least one reference, the candidate must have demonstrably managed the interfaces with a grid operator and/or TenneT in its capacity as a contractor. This must be evidenced by an interface register or a client's statement.	+5
SC.4	Experience with grid-forming inverters	In at least one reference, the candidate has completed and commissioned an installation with grid-forming inverter functionality.	+5
SC.5	Demonstrable experience with wet peat/soft ground/comparable geotechnical conditions	In at least one reference, a BESS installation (or comparable large-scale/heavy-duty project) has been completed on soil with a QC value < 1 MPa (peat, soft or settlement-prone soil).	+5
SC.6	Demonstrable experience with phased implementation	In at least one reference project, the work must be demonstrably carried out in phases. This means that the BESS installation was partially commissioned, whilst the other part was completed at a later stage. Whether or not carried out by the same project team. Completed project planning.	+5

'Demonstrable' is understood to mean: accompanied by verifiable project documentation.

	Characteristic	When the characteristic is met	Points
SC.7	O&M/service organisation based in the Netherlands	The tenderer has its own service organisation based in the Netherlands, with qualified staff for BESS and MV work.	+ 5

SC.8	O&M/service organisation based within the EEA (if not in the Netherlands)	As per SC.7, but based within the EEA and not in the Netherlands.	+ 2
SC.9	Demonstrable average response time of less than 4 hours	Demonstrable average response time (response to a fault report, excluding physical repair) of less than 4 hours. As evidenced by current SLAs or declarations	+ 5
SC.10	Number of BESS installations under maintenance > 2	The number of operational BESS installations with a capacity of 2 MW, utilising two containers and a PCS (power conversion system), currently managed under a maintenance contract by the proposed O&M organisation, exceeds two. Demonstrated via a portfolio overview.	+ 5
SC.11	Number of BESS installations under maintenance > 10	Same as SC.10, but with more than ten assets.	+10 (instead of SC.10)
SC.12	Demonstrable multi-year O&M track record > 3 years	The proposed O&M organisation must demonstrate that it has had at least one active maintenance contract for more than three consecutive years. To be demonstrated via a portfolio overview.	+ 5

4.2 References

You must demonstrate the extent to which you meet selection criteria 1 to 6 by means of a maximum of three reference projects. For selection criteria 7 to 12, you must demonstrate this by means of a portfolio overview containing verifiable project information. The reference projects must demonstrate your organisation's expertise and experience. Points may be awarded a maximum of once. For example: if you provide two references where 'demonstrable interface management with a separately contracted electrical (E) contractor' applies, you will receive 5 points once.

The following conditions apply:

1. For each reference, you must use the Annex 10 'Statement of Selection Criteria' and fill in all the requested details. You can download the Annex and upload it to TenderNed once completed. The reference must not exceed 2 A4 pages (Calibri font, 10pt, single line spacing).
2. A single reference may be used for multiple criteria. There may be overlap between references, but points for a selection criterion will be awarded only once.
3. References submitted to demonstrate technical competence (core competencies) may be resubmitted for the selection criteria, provided it is explicitly stated that the reference is being submitted for both technical competence and the selection process.
4. The references must have been carried out within five years prior to the closing date for the submission of requests to participate.
5. It is not permitted to submit more than the requested number of references. If more than the maximum number of reference projects is submitted, this may result in exclusion.
6. The selection committee reserves the right to contact the referee directly, without your involvement, to request information about the reference project provided. This information will be used exclusively for the purposes of this tender.
7. It is permitted to submit an ongoing contract as a reference. This means a contract that has not yet been completed at the time of submitting the request to participate.

4.3 Assessment of selection criteria

Information on the assessment procedure for requests to participate is set out in Chapter 3 of Annex 1 to the Tender Conditions.

The procurement adviser assesses phases 1 to 2. In phase 3, an individual assessment will first be carried out by the members of the selection committee. Following the individual assessment, the full selection

committee will meet for a consensus meeting. The individual assessments are then discussed. Based on this discussion, the individual assessors may adjust their own ratings, after which the selection committee reaches a final decision by consensus.

Based on the consensus assessment, a ranking is drawn up according to the total scores. The six candidates with the highest scores will be invited to the award phase of this tender.

The selection committee consists (subject to change) of members holding the following positions:

- Project Manager
- Technical Manager
- Project Leader – Technical Adviser
- Legal adviser

The selection committee is chaired by a procurement adviser. The procurement adviser has no vote in the assessment.

5. Checklist

The following key applies to the columns ‘Candidate/Main Contractor’, ‘Party in a Consortium’ and ‘Third Party (if applicable)’:

- X** : mandatory
o : mandatory where applicable
- : not applicable

Appendix	Fixed format submitted on the Website	Candidate	Party to a Consortium	Third party or Subcontractor	Explanation or available as an annex
General information	No	X	-	-	
European Single Procurement Document	Yes	-	-	-	Annex: European Single Procurement Document on the Website – TenderNed for information purposes only. The Candidate must complete the digital ESPD form (in Dutch) on the TenderNed website
A 403 declaration or a group guarantee	No	o	o	o	
Reference statement	Yes	X	-	-	Annex – Reference Statement on the Website – TenderNed
Data Security Statement	Yes	X	o	-	Annex: Data Security Statement on the TenderNed Website

Declaration of Lawful Tender	Yes	X	o	-	Annex: Declaration of Lawful Tender on the TenderNed website
Declaration of NO Russian Involvement	Yes	X	o	-	Annex: Declaration of No Russian Involvement on the Website – TenderNed
Registration in the commercial or professional register	No	X	o	o	Official body in the Netherlands: the Chamber of Commerce. For companies based outside the Netherlands, equivalent supporting documents issued by the competent official bodies in that country are accepted.
A copy of the Dutch Declaration of Good Conduct for Public Procurement	No	X	o	-	Within ten (10) working days of the provisional award decision.
A copy of a statement from the Dutch Tax and Customs Administration	No	X	o	-	Within ten (10) working days of the provisional award decision.
An approved auditor's report on the annual accounts for the three most recent financial years, or a statement from the Candidate's finance director.	No	X	o	o	Within ten (10) working days of the provisional award decision.
ISO 9001 certificate	No	X	o	o	Within ten (10) working days of the provisional award decision.
ISO 14001 certificate	No	X	o	o	Within ten (10) working days of the provisional award decision.
ISO 45001 certificate	No	X	o	o	Within ten (10) working days of the provisional award decision.
Information report prepared by Dun & Bradstreet	No	X	o	o	Within ten (10) working days of the provisional award decision.
A copy of a valid insurance certificate or a statement from the insurer or insurance broker	No	X	-	-	Within ten (10) working days of the provisional award decision.
Signed price declaration forms (statement of purchase price)	No	X	-	-	Free format – upload on the Website – TenderNed
Information on selection criteria	Yes	X	-	-	Annex: 10 on the Website – TenderNed

Annexes to the Selection Guidelines	
Annex	Description
1	European Single Procurement Document – the Candidate must complete the digital ESPD form (UEA) in Dutch on the TenderNed website
2	Code of Conduct for Suppliers – attached separately

3	Reference Statement regarding core competencies and selection criteria – attached separately
4	Declaration of Lawful Tender – attached separately
5	Declaration of no Russian involvement – attached separately
6	Guarantee certificate – attached separately
7	Data Security Statement – attached separately
8	Project information – attached separately
9	Provisional requirements for phase 1
10	Statement of Selection Criteria – attached separately

Annex 9 – Preliminary requirements for Phase 1

This annex sets out the provisional requirements. These requirements will be made available in their final form during the Tender Phase.

The following requirements will be imposed on the Tenderer

The parameters marked with [xx] in the tender requirements and the award methodology will be set out in detail in the tender documentation. These documents will be provided to the selected Candidates at the start of the tender phase.

	Requirement	Standard	Evidence
E.0	EPC responsibility	The tenderer shall undertake the entire turnkey scope at its own expense and risk as a single party responsible for the EPC: design, engineering, supply, construction, system integration, testing, commissioning and handover of a ready-to-use, grid-compliant and safe battery system up to and including the transfer point, including the necessary civil works.	Declaration of comprehensive responsibility
E.1	Execution period	Construction must be completed within the strict maximum (knock-out) execution period of [26] months following the award of the contract, in line with EBG's project schedules.	Conceptual planning
E.2	Response times and availability	Guaranteed response time of no more than [4] hours following a fault report, rectification within [5] working days, and a guaranteed annual system availability of at least [99]%, excluding scheduled maintenance.	O&M plan with response matrix and availability guarantee
E.3	Operational set-up and staffing	A service organisation based within the EEA with 24/7 remote monitoring, a Dutch- or English-speaking point of contact, and demonstrably qualified personnel for work on battery and MV installations.	Organisation chart, staffing plan and certificates
E.4	Product safety and certification	The system and its components hold a type-approval certificate from an accredited independent body and comply with at least CE, NEN 1010, NEN 3140, IEC 61000-6-2/6-4, IEC 62477-1, IEC 62619, IEC 63056, IEC 62933 and IEC 62933-5-2, UL 1973 and UL 9540/9540A, or equivalent. The full set of standards is included in the specifications.	Valid certificates and test reports
E.5	Fire and environmental safety	The system complies with PGS 37-1 and NFPA 855, as demonstrated by test data. The fire-extinguishing system uses an extinguishing agent that has no harmful effects on people or the environment. The installation is compatible with the external safety assessment and the environmental permit assessment for Meerstad-Noord.	Declaration of conformity

E.6	Grid code and grid compliance	The system complies with EN 50549-1/-2 and the Electricity Grid Code. The inverter used is included on Netbeheer Nederland's list of approved inverters.	Declaration of conformity
E.7	Warranty periods	A minimum product warranty of [10] years on all main components, an installation warranty (workmanship warranty) of at least 2 years, and a minimum performance warranty (capacity/SoH, efficiency and availability) of [10] years, with [15] years as an option.	Warranty statement
E.8	Minimum efficiency	The guaranteed net AC efficiency (round-trip), measured at the transfer point (POI) in accordance with the specifications, shall be at least [90]% at the start of life (BOL) and at least [75]% after [15] years (EOL). Any tender that does not meet this minimum threshold shall be invalid.	Declaration of conformity
E.9	Noise	The guaranteed noise level, including HVAC/cooling, shall remain within the limit specified in the environmental permit.	Noise calculation
E.10	Compliance with the permit	The proposed system complies with the environmental permit and the resulting conditions.	Declaration of conformity
E.11	Safety certification of the works	The party or parties actually carrying out the work on site are VCA**-certified (or equivalent). The EPC contractor will appoint a certified site manager on site to supervise the subcontractors.	Certificate
E.12	Installation Manager (IV)	The contractor shall appoint an Installation Manager (IV) and shall bear the risk for the legally required inspections and approvals up to the point of handover.	Inspection plan

The following requirements will apply to the proposed installation

	Requirement	Minimum technical standard (knock-out)	Evidence
T.1	Usable energy capacity	Final status of framework agreement: $\geq [200]$ MWh usable at POI at BOL, and $\geq [140]$ MWh ($\geq [70]\%$) at EOL after [15] years for the contracted usage profile. Measured net of auxiliary and HVAC consumption.	Performance test report
T.2	Continuous power	Final scenario under the framework agreement: $\geq [50]$ MW continuous charging and discharging at the POI, across the full contracted SoC and ambient temperature range.	Performance test report
T.3	C-rate	System suitable for the contracted C-rate of 0.25C continuous, referenced to POI.	Performance test report
T.4	RTE	Net AC efficiency (round-trip) at POI, including PCS, transformers, auxiliary equipment and HVAC, at the defined C-rate and reference temperature: $\geq [85]\%$ at BOL and $\geq [82]\%$ at EOL ([15] years).	Performance test report
T.5	Auxiliary/parasitic consumption	Guaranteed auxiliary and HVAC consumption $\leq [3]\%$ of the nominal energy throughput.	Performance test report
T.6	Response time	Full power response (0→100%) within $\leq [1]$ s for the intended grid services (FCR/aFRR), and setpoint tracking within the grid operator/TSO's tolerance.	Performance test report