The logo for Northwester 2 Offshore Energy. It features the word "NORTH" in large, bold, black capital letters on the left. A thin blue vertical line is positioned between "NORTH" and "WESTER". The word "WESTER" is in large, bold, black capital letters, with the final "2" in a larger, blue font. Above "WESTER" and "2", the words "Offshore Energy" are written in a smaller, black, sans-serif font. A blue curved line arches over the "WESTER" and "2" text.

# NORTHWESTER2

Offshore Energy

**SELECTION GUIDE  
FOR  
THE DESIGN, MANUFACTURE, SUPPLY, INSTALLATION AND COMMISSIONING  
OF  
OFFSHORE HIGH VOLTAGE SUBSTATION**

**17<sup>th</sup> of November 2017**

**ERRATUM: changes to this Selection guide have been highlighted in bold in a separate text box**

Final date for submission of Request for participation:  
**18/12/2017 at 12:00 am**

Submission address:  
**Northwester 2  
Sint-Maartenstraat 5  
3000 Leuven**



TABLE OF CONTENTS

**1. PROJECT ..... 10**

1.1. CONTRACTING ENTITY .....10

1.2. DESCRIPTION OF THE PROJECT .....10

**2. GENERAL INFORMATION..... 11**

2.1. PROCUREMENT PROCEDURE ..... 11

2.2. CONTRACT DOCUMENTS – DOCUMENTS RELATIVE TO THE CONTRACT..... 11

2.3. DECLARATION OF AGREEMENT PARTICIPANTS..... 11

2.4. LIMITATION OF LIABILITY..... 11

2.5. EXCLUSION OF PARTICIPANTS ..... 12

2.6. PROCEDURE – SUSPENSION AND TERMINATION OF THE PROCEDURE ..... 12

    2.6.1. *Termination* ..... 12

    2.6.2. *Suspension* ..... 12

2.7. PRIOR INFORMATION NOTICE AND PUBLICATION ..... 12

2.8. LANGUAGE AND APPLICABLE LAWS..... 12

2.9. COSTS..... 12

2.10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS ..... 12

    2.10.1. *Confidentiality on the part of the Participants* ..... 12

    2.10.2. *Confidentiality on the part of the Contracting Entity* ..... 13

    2.10.3. *Intellectual property rights* ..... 13

2.11. CONTACT ..... 13

2.12. INFORMATION ..... 13

2.13. INVITATION TO NEXT PHASE..... 13

2.14. AWARD..... 13

**3. FORM OF PROCEDURE ..... 14**

**4. SELECTION PHASE ..... 14**

4.1. IN GENERAL ..... 14

4.2. REQUEST FOR PARTICIPATION ..... 14

4.3. PARTICIPANTS AND NOMINATED SUBCONTRACTORS ..... 14

    4.3.1. *Participants*..... 14

    4.3.2. *Nominated Subcontractors*..... 14

4.4. HOW THE PARTICIPANT/NOMINATED SUBCONTRACTORS MUST HAVE ACQUIRED EXPERIENCE ..... 14

    4.4.1. *By the Participant* ..... 14

    4.4.2. *By the Nominated Subcontractor* ..... 15

    4.4.3. *Experience gained in combination*..... 15

    4.4.4. *Actual allocation of experience to the Project* ..... 15

4.5. DOCUMENTS TO BE SUBMITTED TO PROVE THE REQUIRED EXPERIENCE, QUALIFICATIONS AND REMAINING REFERENCES ..... 15

4.6. GROUNDS FOR EXCLUSION ..... 15

4.7. FINANCIAL AND ECONOMIC CAPACITY..... 16

    4.7.1. *Selection criteria* ..... 16

    4.7.2. *Information to be provided*..... 17

4.8. TECHNICAL COMPETENCE..... 17

    4.8.1. *Selection criteria* ..... 17

    4.8.2. *Information to be provided*..... 17

    4.8.3. *Verification by the Contracting Entity*..... 17

**5. SELECTION AND EVALUATION ..... 17**

5.1. IN GENERAL ..... 17

5.2. EXCLUSION FROM PARTICIPATION ..... 18

5.3. SELECTION ..... 18

**ATTACHMENT 1 – DEFINITIONS ..... 19**

**ATTACHMENT 2 – TEMPLATE – REQUEST FOR PARTICIPATION..... 20**



**ATTACHMENT 3 – TEMPLATE – DECLARATION OF NOMINATED SUBCONTRACTOR ..... 22**

**ATTACHMENT 4 – TEMPLATE – DECLARATION ..... 23**

**ATTACHMENT 5 – TEMPLATE – REFERENCE PROJECTS..... 24**

**ATTACHMENT 6 – FORM - DECLARATION OF JOINT AND SEVERAL LIABILITY ..... 25**

**ATTACHMENT 7 – FORM – NON-DISCLOSURE AGREEMENT..... 26**



## 1. Project

### 1.1. Contracting Entity

The Contracting Entity is Northwester 2 NV, with registered offices at the following address:

Sint-Maartenstraat 5  
3000 Leuven  
Belgium

Northwester 2 is registered in the Crossroads Bank under the number 0834.020.549

Further information is to be obtained at the single point of contact:

Mr. Luc Smismans  
[NW2.ohvs@parkwind.eu](mailto:NW2.ohvs@parkwind.eu)  
Tel +32 (0)16.24.07.90

### 1.2. Description of the Project

The Project encompasses the design, manufacture, supply, installation and commissioning of the Offshore High Voltage Substation (“OHVS”) for the Northwester 2 Offshore Wind Farm, including the design, manufacture, supply and installation of the foundation for the OHVS (the “Project”).

The Contracting Entity has divided the Project into three lots:

LOT 1: the design, manufacture, supply, installation and commissioning of the OHVS.

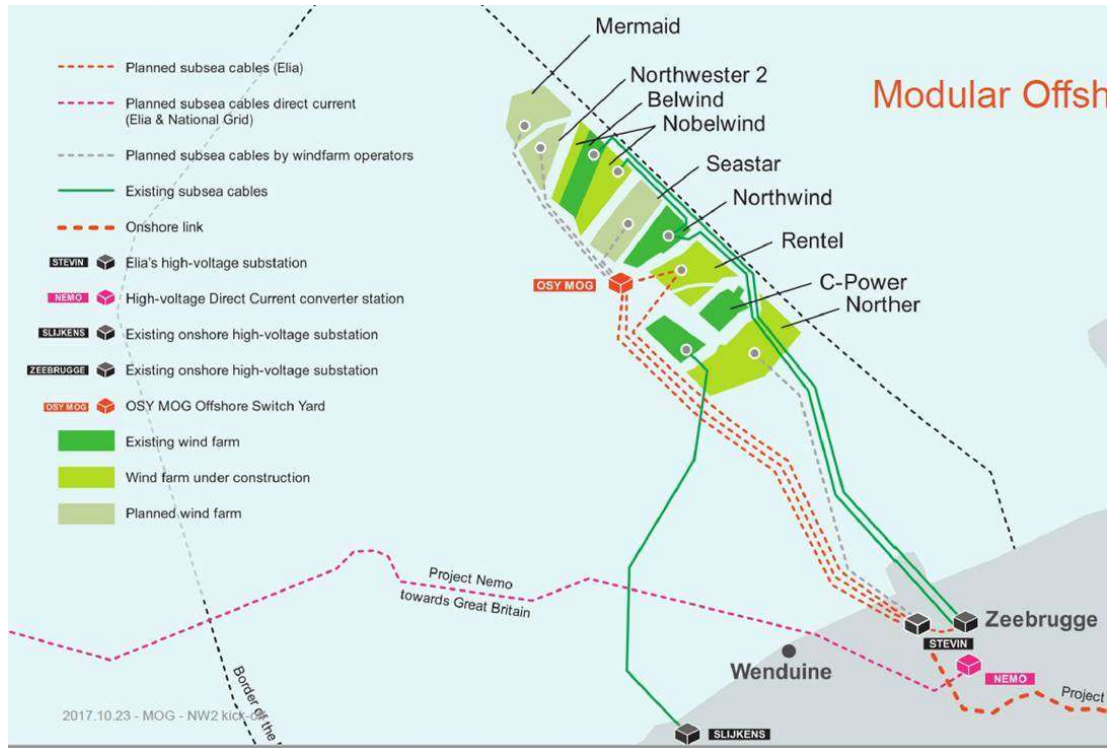
LOT 2: the design, manufacture and supply of the foundation for the OHVS.

LOT 3: the installation of the foundation of the OHVS.

**Interested economic operators may express interest for one or more lots (in any combination).**

LOT 1 may include as an option the maintenance of the OHVS for a period to be further specified in the award guide.

The Northwester 2 concession is located approximately 50 km in front of the coast of Zeebrugge, Belgium. The Wind Farm will have a total installed power of maximum 228MW to be connected to the Modular Offshore Grid (MOG) of ELIA which will be operational in Q3 of 2019.



## 2. General information

### 2.1. Procurement Procedure

For the purposes of article 7 §2 of the Law of 29 April 1999 on the organization of the electricity market, the Contracting Entity has decided to call for tenders in accordance with the Law of 17 June 2016 on public procurement. Interested economic operators or Participants cannot derive any rights from this choice.

### 2.2. Contract documents – documents relative to the contract

The contract documents containing the award guide will be handed over to the Participants who were selected, at the beginning of the award phase.

The award procedure will be described in the award guide mentioned above. The Contracting Entity can adapt and change the contract documents, including the award guide, in any phase of the award procedure.

### 2.3. Declaration of Agreement Participants

By submitting a Request for participation, the Participant accepts the content of the present Selection guide and accepts to be committed by its stipulations. If an interested economic operator has any objections in relation to the Selection guide, it must notify such objections in writing and per registered letter to the Contracting Entity within 15 calendar days as from the publication of the contract notice in the Official Journal of the European Union, setting out the reasons for such objections.

### 2.4. Limitation of liability

This document and the changes made to it cannot be considered as an advice or an encouragement of a market player to submit a Request for participation for this contract, but are intended to enable interested market players to submit a Request for participation.

The documentation supplied with respect to the award procedure is made available to the interested market players. The interested market players (i) are deemed to have the required capability and experience to assess the risks that are inherent to an award procedure and to understand and evaluate the information mentioned in this document, and (ii) they are deemed to be assisted by advisors, in order to analyse the procedure and the documentation. In this respect the interested market players are deemed to make an independent analysis and



appraisal of the information and to check the correctness and completeness of the information whenever necessary.

The Contracting Entity does not accept any liability with regard to the documentation communicated.

The Contracting Entity does not give any warranty, neither implicit nor explicit, as to the completeness, relevance and interpretation of the information included in this document or any other information that would be supplied by the Contracting Entity at a later stage with respect to the award procedure which remains at the sole risk of the interested market player or Participant. Consequently, the Contracting Entity declines all liability, of whatsoever nature, for any damage or loss that the interested market player or Participant might suffer as a result of (i) the use of this document, the changes made to it or the information contained in it, (ii) the reliance of the interested market player or Participant on the information contained herein or (iii) the lack, non-relevance or interpretation of specific information in this document. By submitting a Request for participation and – at a later stage – a tender, the Participant accepts the present waiver of liability. The interested market player, who decides not to submit a Request for participation based on the information included in this document or supplied until the date for submission of the Request for participation, also accepts the present waiver of liability.

### **2.5. Exclusion of Participants**

If the Participants act in violation of the requirements set out in the selection guide and/or the award guide, and any amendments thereto, this could lead to irregularity of the Request for participation and/or offer to be submitted by the Participants and to the exclusion of the Participants concerned from any (further) participation in the award procedure.

### **2.6. Procedure – suspension and termination of the procedure**

#### **2.6.1. Termination**

The Contracting Entity reserves the right to terminate the procedure at any time such as, but not limited to, there is no chance that negotiations will result in an agreement, the Contracting Entity has come to other views, etc.

#### **2.6.2. Suspension**

The Contracting Entity reserves the right to suspend the procedure at any time.

### **2.7. Prior information notice and Publication**

No prior information notice has been published. The contract notice of the Project was submitted on the 17<sup>th</sup> of November 2017 to the Official Journal of the European Union and the “Bulletin der Aanbestedingen” (Tender Bulletin).

### **2.8. Language and Applicable Laws**

The language used in this award procedure is the English language. Unless the Contracting Entity indicates otherwise, all the documents that the Participants submit to the Contracting Entity must be drawn up in English. Official documents to be submitted by the Participants that are not available in English must be submitted in the original language accompanied by a certified translation. The Participant is responsible for possible errors in the translation.

The procedure and the contract shall be governed by the laws of Belgium. By submitting a Request for participation, the Participant is deemed to have familiarized itself with all relevant laws, acts and regulations of Belgium that may be relevant to this procedure and the contract.

### **2.9. Costs**

The Participant shall bear all the costs that he incurs with respect to the preparation and submission of its Request for participation in this procedure, regardless of the outcome, and he shall not be entitled to claim the reimbursement of these costs.

### **2.10. Confidentiality and intellectual property rights**

#### **2.10.1. Confidentiality on the part of the Participants**



By participating in the award procedure, the Participant commits itself to keep secret all the information it receives from the Contracting Entity and all the information it provides to the Contracting Entity or that it creates in the framework of the award procedure and it shall not to reveal or supply it to third parties. The Participants are required to submit a duly signed Non-Disclosure Agreement in the form as enclosed in **Attachment 7** to this Selection guide, on or before the submission date. The Contracting Entity reserves the right to exclude any Participant who fails to submit a duly signed Non-Disclosure Agreement in the form as requested in Attachment 7.

#### 2.10.2. Confidentiality on the part of the Contracting Entity

The Contracting Entity shall not reveal to the other Participants, the Requests for participation, tenders or other confidential information supplied by a Participant without the written consent of the Participant concerned.

#### 2.10.3. Intellectual property rights

No intellectual property rights are transferred from the Contracting Entity to the Participants by participation in the award procedure, unless otherwise agreed upon.

#### 2.11. Contact

Unless expressly indicated otherwise, the person indicated in article 1.1 is the single point of contact for all Participants with regard to any question in relation to this procedure. The Participants only communicate in the way described in the Selection guide, and any email or correspondence not directed to the single point of contact shall not be taken into account.

#### 2.12. Information

During the selection procedure, the Participants are free to ask the Contracting Entity information about the Selection guide. Asking for information could result in an explanation by the Contracting Entity, without this being an obligation.

Questions or explanations about the submission or documents to be submitted together with the Request for participation can only be asked in writing by e-mail to the single point of contact described in 1.1, **at the latest by 1<sup>st</sup> December 2017 COB**. The Contracting Entity intends to respond no later than seven (7) days before the final date for submission of the Request of participation.

The Contracting Entity shall only answer questions or remarks with a general bearing or that could result in a further clarification of the stipulations of the Selection guide. The answers must be considered as an integral part of the Selection guide.

During the selection procedure the Contracting Entity could ask the Participants to explain, specify or describe more accurately specific elements of their Request for participation.

The Contracting Entity may in its sole discretion issue amendments to this Selection guide by correction notices at any time prior to the closing date for submission of the Request for participation.

#### 2.13. Invitation to next phase

The Contracting Entity shall notify all the Participants at the same time about the decision whether or not they will be invited to participate in the next phase. Each Participant who is not invited for the next phase is informed of the reasons based on which this decision was made. From an invitation to participate in a next phase, the Participants cannot derive any other rights than the ones explicitly stipulated in the Selection guide.

#### 2.14. Award

The contract is awarded to the Participant:

- a. who complies with the applicable Selection criteria;
- b. who is not in one of the situations referred to in article 4.6 in which a Participant shall or may be excluded; and
- c. whose offer is considered to be the most economically advantageous offer on the basis of the “best price-quality ratio”.



**The Contracting Entity reserves the right in its absolute discretion to award one or more lots (in any combination) to a Tenderer or to abandon, terminate or suspend the award process at any time for one or more lots of the Project.**

### **3. Form of procedure**

The applicable procurement procedure is the negotiated procedure with prior call for competition, and consists of a selection procedure and an award procedure. The Contracting Entity reserves the right to organize the award procedure in one or more rounds which will be further detailed in the award guide.

### **4. Selection phase**

#### **4.1. In general**

The purpose of this phase is to enable the Contracting Entity to select parties having the economic and financial capacity and the technical competence to execute the Project adequately. For this reason, the Contracting Entity shall evaluate the Participants who submit a Request for participation, based on the exclusion grounds and the Selection criteria set down in the Contract Notice and in this Selection guide.

#### **4.2. Request for participation**

The Request for participation must be in conformity with the form annexed in **Attachment 2**.

Participants shall submit their Request for participation on the **18<sup>th</sup> of December 2017 at 12:00 am** at the latest, **to the address mentioned on the front page of this Selection guide**. The Request for participation must be submitted on paper in two copies together with two digital copies with the documents in pdf format on CD-ROM.

Requests for participation that have not been received on the date mentioned in the previous paragraph shall be excluded, unless they were submitted by registered letter, stamped at least 4 days before the 18<sup>th</sup> of December 2017.

The Contracting Entity shall examine the Requests for participation on their compliance with the requirements set forth in the Contract Notice and the Selection guide. The Contracting Entity shall only further examine compliant Requests for participation on the basis of the Selection criteria mentioned in this chapter.

#### **4.3. Participants and Nominated Subcontractors**

##### **4.3.1. Participants**

The Participant can be a legal entity or a combination of several legal entities (whether or not in the form of a commercial company according to Belgian law).

When the Participant consists of a combination of several legal entities, each legal entity is jointly and severally liable towards the Contracting Entity to observe all the obligations stemming from this Selection guide and/or any further instructions from the Contracting Entity.

The members of a combination of legal entities are required to submit a duly signed 'Declaration of joint and several liability' in the form as enclosed in **Attachment 6** to this Selection guide. The Contracting Entity reserves the right to exclude any Participant who fails to submit a duly signed 'Declaration of joint and several liability' in the form as requested in Attachment 6.

##### **4.3.2. Nominated Subcontractors**

To meet the Selection criteria set forth in articles 4.7 and 4.8, the Participant can rely on the capacity of other entities and submit the Request for participation with the designation of one or more Nominated Subcontractors.

#### **4.4. How the Participant/Nominated Subcontractors must have acquired experience**

##### **4.4.1. By the Participant**

The experience required from the Participant must have been acquired by the Participant or, in case of a combination of several legal entities, by the relevant member of the combination during reference projects.





#### 4.4.2. By the Nominated Subcontractor

If the Participant wishes to rely on the capacity of a Nominated Subcontractors, the relevant experience must have been acquired by the Nominated Subcontractor during reference projects.

#### 4.4.3. Experience gained in combination

Experience, gained in combination by the Participant or the Nominated Subcontractor, is only relevant for the Project if the Participant or the Nominated Subcontractor can prove that he actually supplied relevant expertise to the reference project executed by the combination.

#### 4.4.4. Actual allocation of experience to the Project

The relevant knowledge, experience and means of the Participant or the Nominated Subcontractors must also actually be allocated to the Project. The Participant may not replace a Nominated Subcontractor without the prior consent of the Contracting Entity. The Participant may propose a new Nominated Subcontractor provided that it complies with all requirements contained in this Selection guide. Any replacement of a Nominated Subcontractor without the prior written consent of the Contracting Entity may constitute a cause of exclusion from participation.

#### 4.5. Documents to be submitted to prove the required experience, qualifications and remaining references

The Participants must submit all relevant information with regard to their experience, qualifications and other references as set out below:

- a. The Participant: the information as intended in the Request for participation (see Attachment 2), the formal declaration (Attachment 4), the proof of the financial and economic capacity, the declaration per reference project (Attachment 5), the Non-Disclosure Agreement (Attachment 7) and, as the case may be, the Declaration of joint and several liability (Attachment 6).
- b. In case of reliance on the capacity of Nominated Subcontractors: the declaration concerning the reliance on the capacity of Nominated Subcontractors (Attachment 3), the formal declaration of the Nominated Subcontractors (Attachment 4), the declaration per reference project of the Nominated Subcontractors (Attachment 5) and the Non-Disclosure Agreement (Attachment 7).

#### 4.6. Grounds for exclusion

By means of the formal declaration, as required in **Attachment 4**, the Participants and the Nominated Subcontractors must declare that none of the grounds for exclusion below apply in their regard. If any of the grounds for exclusion set out below apply to a Participant or any Nominated Subcontractors, the Participant must provide full information in this regard.

- In each stage of the award procedure will be excluded from participation:

The Participant and/or the Nominated Subcontractor who is convicted by a judgement that has the force of res judicata, and of which the Contracting Entity has knowledge, for:

- a. Participation in a criminal organization;
- b. Corruption;
- c. Fraud;
- d. Terrorist offences or offences linked to terrorist activities;
- e. Money laundering or terrorist financing;
- f. Child labor and other forms of trafficking in human beings;
- g. Employment of illegals.

The exclusion shall also apply where the person convicted by final judgment is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control therein.

In view of the application of this paragraph, the Contracting Entity can ask the competent domestic or foreign authorities for the information it deems necessary, if it has doubts about the personal situation of a contractor.



- A Participant shall be excluded from participation where the Contracting Entity is aware that the Participant is in breach of its obligations relating to the payment of taxes or social security contributions and where this has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or in Belgium. This paragraph shall no longer apply when, before the submission of the Request for participation, the Participant has fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines.
- The Contracting Entity may or may be required to exclude from participation any Participant and Nominated Subcontractor with regard to whom one or several of the following circumstances occur:
  - a. where the Contracting Entity can demonstrate by any appropriate means a violation of the applicable obligations in the fields of environmental, social and labour law established by Union law, national law, collective agreements or by the international laws;
  - b. where the Participant is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under national laws and regulations;
  - c. where the Contracting Entity can demonstrate by appropriate means that the Participant is guilty of grave professional misconduct, which renders its integrity questionable;
  - d. where the Contracting Entity has sufficiently plausible indications to conclude that the Participant has entered into agreements with other economic operators aimed at distorting competition;
  - e. where a conflict of interest arises in the conduct of the procedures and cannot be effectively remedied by other less intrusive measures;
  - f. where a distortion of competition from the prior involvement of the Participant in the preparation of the procurement procedure cannot be remedied by other less intrusive measures;
  - g. where the Participant has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions;
  - h. where the Participant has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit the supporting documents; or
  - i. where the Participant has undertaken to unduly influence the decision-making process of the Contracting Entity, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

If the Contracting Entity has indications that a Participant is in one or more of the circumstances above, it can take the measures it deems useful to gain more information and to make a decision.

The Participants will have to present the required evidence with regard to the above during the award phase. Only if this evidence can be submitted, the award decision can be made.

#### **4.7. Financial and economic capacity**

##### **4.7.1. Selection criteria**

The Participant has to prove sufficient financial and economic capacity. The Contracting Entity will check the financial and economic capacity by means of the criteria mentioned below that must be reached. The Participants have to prove that they meet the criteria. The criteria are:

- a. An annual revenue of at least EUR 250 million for the last reporting period of the Participant, or if the Participant is a combination, of all members taken together;
- b. An equity of at least EUR 40 million for the last reporting period of the Participant, or if the Participant is a combination, of all members taken together;
- c. A liquidity-, profitability and debt position that does not endanger the financial continuity of the Participant over the lifetime of the contract in connection with the Project, whereby the obligations and financial



claims not expressed in the balance sheet resulting from pending disputes will be taken into account.

#### 4.7.2. Information to be provided

In order to assess the above Selection criteria on financial and economic capacity, the Participant or, if the Participant is a combination of companies, each member thereof, will have to present the following official financial information of the last three financial years:

- a. A copy of the single and consolidated annual accounts of the Participant (or, if the Participant is a combination, of each member), approved by the company auditor and the board of directors, together with the most recent consolidated interim figures available after the last approved annual accounts. The annual accounts include at least the balance sheet, profit and loss statement, a cash flow statement and an overview of the obligations not included in the previous statements together with their possible financial impact;
- b. other, more updated information allowing for a better examination of the solvency and creditworthiness of the Participant (or, if the Participant is a combination, of each member), such as (if relevant):
  - shareholding structure starting from the Participant, or if the Participant is a combination of companies, of each member, up to the Ultimate Beneficial Owner;
  - an overview of all pending disputes, including all disputes settled since the last reporting period, together with their (possible) financial impact, in an amount equal to or greater than EUR 500.000;

### 4.8. Technical competence

#### 4.8.1. Selection criteria

**By means of declarations and references to be provided, the Participant must prove that, based on projects of a similar nature, size and complexity, he disposes of the experience required for the execution of the lot(s) for which he wishes to participate in this tender.**

#### 4.8.2. Information to be provided

The Participant must provide the completed and signed template in **Attachment 5** for at least three (3) reference projects (completed or ongoing), showing that the Participant or the Nominated Subcontractors on whose capacity he relies, meets the aforementioned requirements regarding experience. Per reference project one form must be handed in and a declaration of good performance by the contracting party must be provided for the completed reference projects.

In addition, the Participant shall provide the following information:

- a. **HSSE certification: ISO 9001:2000;**
- b. **Organization chart of the company explaining how the expertise of the Participant is organized;**
- c. **Details of the key personnel (project manager, works manager, chief designer/engineer) and their relevant experience and qualifications for the same works.**
- d. **Availability of installation vessel (specifically for LOT 3): the economic operator shall own, or have access to an installation vessel in full working order, and must demonstrate that it will be available for use in the Project during Q3 of 2019.**
- e. **Manufacturing capacity (specifically for LOT 1 and/or LOT2): the economic operator shall demonstrate that it or his manufacturer/supplier/vendor has the manufacturing capacity to supply and install the OHVS during Q3 of 2019, taking into account the commitments he may have in other contracts.**

#### 4.8.3. Verification by the Contracting Entity

The Contracting Entity is authorized to verify the accuracy of the indicated references. It can do this for example by means of site-visits, by demanding from the Participants that the declarations to be handed over with respect to the indicated reference projects are sent directly by the customers to the Contracting Entity or by means of declarations of auditors.

## 5. Selection and evaluation

### 5.1. In general

The Contracting Entity can verify the declarations and submitted information by any means possible. By



participating in the procedure and by submitting a Request for participation, the Participants declare that they agree with the authority of the Contracting Entity to verify the correctness of the declarations and information submitted.

### **5.2. Exclusion from participation**

Once the submitted documents have been examined on correctness and completeness, the Contracting Entity shall verify whether the Participants fall under one or several of the exclusion grounds. It is the exclusive authority of the Contracting Entity to judge whether the presence of an exclusion ground shall or shall not result in the exclusion of a Participant.

If it would appear at any stage of the award procedure that a Participant, or a Nominated Subcontractor on whose capacity the Participant relies, is in a situation that could give cause to an exclusion (e.g. bankruptcy), then the Contracting Entity may still proceed to the exclusion of such Participant or Nominated Subcontractor.

### **5.3. Selection**

**The Contracting Entity will assess and value whether the request for participation is complete, whether one or more exclusion grounds applies, and whether the Participant possesses the required financial and economic capacity and technical competence.**

**If any information is missing, the Contracting Entity is entitled to exclude the Participant. The Contracting Entity may, at its own discretion, ask any Participant for clarification or further substantiation, allowing a reasonable time for response, but is not obliged to do so. The request for clarification and the response shall be in writing. If a Participant does not provide the clarifications or further substantiation, by the date and time set in the Contracting Entity, the Contracting Entity shall be entitled to reject its request for participation.**

**The intention is to enter the award procedure with a maximum of five Participants for each lot. If more than five Participants remain after the verification of the completeness of the requests for participation and the existence of exclusion grounds, then the Contracting Entity reserve the right to reduce the number of Participants based on the relevance of the information supplied by the Participants. The evaluation will be based amongst others on the following:**

- 1. Similar works of a similar complexity and magnitude will be evaluated as most relevant.**
- 2. Key personnel with more experience will be higher evaluated.**
- 3. Participants who demonstrate their vessel's availability and/or manufacturing capacity will be better evaluated than those who present a simple declaration.**
- 4. Recent reference projects will be evaluated as most relevant.**
- 5. Participants who can present more than three reference projects will be higher evaluated.**
- 6. Participants who execute substantial or major parts of the works will be higher evaluated.**
- 7. Participants showing a long-term profitability will be higher evaluated than Participants showing consistent losses.**
- 8. A consistent history of litigation and/or arbitration awards against the Participant or its non-performance under the contracts may result in a rejection of the Participant.**

**Points will be awarded, after which the five Participants with the highest number of points will be invited to tender.**

**The Participants who are not selected will receive a written notification.**



### ATTACHMENT 1 – DEFINITIONS

In this Selection guide the words with capital letters shall have the following meaning. Definitions can be used in singular or plural.

Contracting Entity	Northwester 2 NV Sint-Maartenstraat 5 3000 Leuven Belgium
Participant	Legal entity or combination of entities having submitted a Request for participation
Nominated Subcontractor	See article 4.3.2. of the Selection guide
Request for participation	The request to participate submitted by a interested economic operator in response to the contract notice and the Selection guide
OHVS	Offshore High Voltage Substation
Project	The project as described in article 1.2. of this Selection guide
Selection guide	This selection guide
Selection criteria	The requirements enumerated in this Selection guide on the basis of which the Participants shall be selected for the award procedure



## ATTACHMENT 2 – TEMPLATE – REQUEST FOR PARTICIPATION

*To be completed by the Participant(s).*

### Information about the Participant(s)

(1) Name:  
 Legal form:  
 Nationality:  
 Registered office:  
 Represented by:  
 E-Mail:  
 Fax:  
 Phone:

(2) Name:  
 Legal form:  
 Nationality:  
 Registered office:  
 Represented by:  
 E-Mail:  
 Fax:  
 Phone:

(3) Name:  
 Legal form:  
 Nationality:  
 Registered office:  
 Represented by:  
 E-Mail:  
 Fax:  
 Phone:

who appoint [Name, Function] as a contact person within the framework of this procedure.

[Participant n° [...] is appointed as the Leader of the group to represent all members vis-à-vis the Contracting Entity.]

Hereby request(s) Northwester 2 NV to be selected as Participant to the award procedure for the following lot(s) [indicate one or more lots]:

- LOT 1: the design, manufacture, supply, installation and commissioning of the OHVS.**
- LOT 2: the design, manufacture and supply of the foundation for the OHVS.**
- LOT 3: the installation of the foundation of the OHVS.**

As representatives of the members of the Participant, the undersigned declare that:

1. They have acquainted themselves with the Selection guide. Properly informed, they declare that they unconditionally accept the therein elaborated procedure.
2. They understand that non-compliance with the procedure as elaborated in the Selection guide or with the further specifications given by Northwester 2 NV can lead to the exclusion of participation.
3. They agree to be jointly and severally liable towards Northwester 2 NV in observing their obligations set out in the Selection guide or in the further specifications given by Northwester 2 NV.
4. The information they have submitted and that they shall submit to Northwester 2 NV is correct and that



they agree that submitting incorrect information could lead to the exclusion of participation.

5. No agreements contrary to the rules of competition law or public procurement law in favour of the Participant have been concluded.

Signed on [date] at [place]

*[to be signed by all members of the group or the Leader of the group with a valid power of attorney enclosed hereto]*

Name:

Position:

Signature:



**ATTACHMENT 3 – TEMPLATE – DECLARATION OF NOMINATED SUBCONTRACTOR**

*To be completed by every Nominated Subcontractor.*

**Information about the Nominated Subcontractor**

Name:  
Legal form:  
Nationality:  
Registered office:  
Represented by:  
E-Mail:  
Fax:  
Phone:

declares that:

1. it has acquainted itself with the Selection guide and has been properly informed and, consequently, it declares that they unconditionally accept the therein elaborated procedure.
2. The information it has submitted and that it shall submit to Northwester 2 NV is correct and that it understand that submitting incorrect information could lead to the exclusion of participation.
3. In case the Project is awarded to [name Participant], [name Participant] shall be entitled to dispose of the experience and the means of the undersigned. Therefore, the undersigned declares that the means of the undersigned will be available to [name Participant] for the execution of the Project and agrees that [name Participant] uses the experience of the undersigned in connection thereto.

Signed on [date] at [place]

Name:  
Position:  
Signature:





#### ATTACHMENT 4 – TEMPLATE – DECLARATION

*To be completed by the Participant as well as by every Nominated Subcontractor.*

The undersigned declares that he has not been convicted by a judgement that has the force of res judicata for:

1. Participation in a criminal organization;
2. Corruption;
3. Fraud;
4. Terrorist offences or offences linked to terrorist activities;
5. Money laundering or terrorist financing;
6. Child labor and other forms of trafficking in human beings;
7. Employment of illegals.

The undersigned further declares that:

1. it is not in violation of the applicable obligations in the fields of environmental, social and labour law established by Union law, national law, collective agreements or by the international laws;
2. it is not bankrupt or the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under national laws and regulations;
3. it is not guilty of grave professional misconduct, which renders its integrity questionable;
4. it has not entered into agreements with other economic operators aimed at distorting competition;
5. no conflict of interest has arisen in the conduct of the procedures which cannot be effectively remedied by other less intrusive measures;
6. no distortion of competition exists from the prior involvement of the Participant in the preparation of the procurement procedure cannot be remedied by other less intrusive measures;
7. there is no significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions;
8. he is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit the supporting documents; or
9. he has not unduly influence the decision-making process of the Contracting Entity, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

To support the foregoing statements, the undersigned joins the following documents to this declaration: [to be completed by the Participant or Nominated Subcontractor]

The undersigned declares that the foregoing statements are true and correct and accepts that the Contracting Entity has the right to verify the accuracy of the declarations.

Signed on [date] at [place]

Name:

Position:

Signature:



**ATTACHMENT 5 – TEMPLATE – REFERENCE PROJECTS**

Sequence number	[Reference project 1, etc.]
Name reference project	
Original contract amount (EUR)	
Final contract amount (EUR)	
Place of performance	
Contracting party	
Prime Contractor of Subcontractor	
Description of the project	
Period – Time for completion	
Proof of performance	



**ATTACHMENT 6 – FORM - DECLARATION OF JOINT AND SEVERAL LIABILITY**

To: Northwester 2 NV (the “**Contracting Entity**”)  
 Sint Maartenstraat 5  
 3000 Leuven  
 Belgium  
 Attention: Mr. Peter Caluwaerts

From: [•] (“**[Party A]**”)  
 [Address]  
 [Address]  
 [Address]  
 Attention: [•]

And  
 [•] (“**[Party B]**”)  
 [Address]  
 [Address]  
 [Address]  
 Attention: [•]

Jointly referred to as the “**Consortium/Joint Venture**”

Date: [•]

Subject: Letter of joint and several liability

[Party A] and [Party B] hereby unconditionally and irrevocably agree to be jointly and severally liable for the obligations, risks and liabilities imposed on them by (i) the tender process initiated by the Contracting Entity for the design, manufacture, supply, installation and commissioning of the Offshore High Voltage Substation (“OHVS”) for the Northwester 2 Offshore Wind Farm, including the design, manufacture, supply and installation of the foundation for the OHVS, or by (ii) any agreement entered into with the as a result of this tendering process.

[Party A] and [Party B] agree to designate [Party A/ Party B] as legal representative of the [Consortium/Joint Venture], who shall be authorized to represent the [Consortium/Joint Venture] towards the Contracting Entity and who shall be authorized incur liabilities and enter into contractual relationships with third parties, including settlement of any disputes hereunder, to receive and to act upon instruction of the Contracting Entity, to make and receive payment, all on behalf of the Consortium.

Signed on [date] at [place]

For and on behalf of [Party A]

\_\_\_\_\_  
 [Name]  
 [Function]

\_\_\_\_\_  
 [Name]  
 [Function]

For and on behalf of [Party B]

\_\_\_\_\_  
 [Name]  
 [Function]

\_\_\_\_\_  
 [Name]  
 [Function]



**ATTACHMENT 7 – FORM – NON-DISCLOSURE AGREEMENT**

This Agreement is entered into on [●] by and between:

**NORTHWESTER 2 NV**, a public limited company (“Naamloze Vennootschap”) under Belgian Law, with its registered offices at Sint-Maartenstraat 5, 3000 Leuven (Belgium), registered with the Crossroads Bank of Enterprises under the number 0834.020.549,  
(Hereinafter “**Northwester 2**”),

and

[●], a [●] company (“[●]”) under [●] Law, with its registered offices at [●], [●] ([●]), registered with the [●] under the number [●],  
(Hereinafter “[●]”),

Jointly called the “**Parties**” or “**Party**” in singular.

“Purpose”:	(potential) provision of works and/or services in relation to the development and construction and operation of the Northwester 2 offshore wind farm.
“Start Date”:	[●]
“End Date”:	<b>5 years</b> after the Start Date or after the end of a contract signed between the Parties in relation to the Purpose, whichever is the latest.

In connection with such Purpose, the Receiving Party will be entrusted with Confidential Information as defined below.

To induce the Disclosing Party to furnish Confidential Information to the Receiving Party, and for other valuable consideration, the Parties agree as follows:

**1. Definitions**

- 1.1. “Affiliate” means in relation to any Party, any company directly or indirectly controlling a Party or controlled by or under direct or indirect common control of a Party. For the purpose of this definition, “control” shall mean direct or indirect ownership of at least (i) fifty percent (50%) of the voting rights or (ii) fifty percent (50%) of the registered capital of such entity.
- 1.2. “Associated Company” means any company which is no Affiliate and in which a Party has a participation in the ownership and at least twenty percent (20%) of the voting rights.
- 1.3. “Confidential Information” means all information transmitted, either orally or in writing, directly or indirectly by the Disclosing Party to the Receiving Party, or in any other way obtained by the Receiving Party, including but not limited to the business, financial condition, strategy, shareholding structure, operations, assets, stocks, liabilities, technology, know-how, products, trade secrets, inventions, market strategies, services, customers and prospective customers, and other financial, technical or business information related thereto and belonging to the Disclosing Party, its Affiliates, its Associated Companies or its contracting parties, as well as any disclosed or obtained information, that by its nature, makes it obvious that it is confidential.

Confidential Information shall not include any information:

- (a) which is or becomes public knowledge other than as a direct or indirect result of any breach of this Agreement;
- (b) which was known to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party;
- (c) which becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party and which, as far as the Receiving Party is aware, has not been obtained in violation of any obligation of confidentiality;



(d) which was individually developed by the Receiving Party without recourse to Confidential Information received from the Disclosing Party.

- 1.4. "Disclosing Party" means the Party disclosing Confidential Information.
- 1.5. "End Date" shall have the meaning as set out in the preamble of present Agreement.
- 1.6. "Purpose" shall have the meaning as set out in the preamble of present Agreement.
- 1.7. "Receiving Party" means the Party receiving Confidential Information.
- 1.8. "Start Date" shall have the meaning as set out in the preamble of present Agreement.

## **2. Obligations**

- 2.1. Confidential Information shall be held in strict confidence by the Receiving Party and shall not be used, disclosed to others (except as permitted in clause 2.3) or in any way exploited for the benefit of the Receiving Party other than for the Purpose.
- 2.2. Confidential Information shall be treated with at least the same degree of care as the Receiving Party uses to protect its own Confidential Information but never shall such standard be less than reasonable care.
- 2.3. The Receiving Party will limit access to the Confidential Information, on a strict need to know basis, to those of its legal representatives, directors, employees, agents, Affiliates, Associated Companies, advisors and actual or potential contracting parties who have been advised of the confidential nature of the Confidential Information and who are bound to confidentiality obligations in respect of the Confidential Information that are not less stringent than the obligations imposed by this Agreement on the Receiving Party or who are bound by an obligation of professional secrecy.
- 2.4. The Receiving Party shall hold in trust and confidence, and therefore shall not disclose to any third party (except as permitted in clause 2.3) without prior written consent of the Disclosing Party, the Purpose, the fact that Confidential Information has been disclosed to the Receiving Party, as well as the existence, nature or status of discussions concerning the Purpose involving the Parties.
- 2.5. [●] shall execute, at Northwester 2's first request, (a) specific non-disclosure agreement(s) with the Disclosing Party's Affiliates, Associated Companies or contracting parties.
- 2.6. In the event that the Receiving Party or its advisers are requested or required by law, regulation, supervisory authority or other judicial or governmental order to disclose any Confidential Information and to the extent that it is legally permitted, the Receiving Party will provide the Disclosing Party with prompt written notice of such request or requirement so that the Disclosing Party may seek an appropriate protective order. If, failing the entry of a protective order, the Receiving Party is, compelled to disclose Confidential Information, the Receiving Party may disclose such Confidential Information that corresponds to a very strict interpretation of the related information request and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to the provided Confidential Information. In any event, the Receiving Party will not oppose action by the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- 2.7. Within thirty (30) days after the written request of the Disclosing Party, the Receiving Party shall return or destroy all Confidential Information (including all copies, notes and/or extracts thereof) furnished by the Disclosing Party pursuant to this Agreement. Unless the Disclosing Party advises the Receiving Party otherwise in writing, any analyses, compilations, technical drawings, studies or other documents incorporating or utilizing the Disclosing Party's Confidential Information and prepared by the Receiving Party shall be destroyed or, in the case of digital or electronic media, permanently deleted.

## **3. Rights and warranties**

- 3.1. All Confidential Information disclosed hereunder shall remain the sole and exclusive property of the Disclosing Party. Neither this Agreement nor the receipt of Confidential Information hereunder will be construed as granting, or as an undertaking to subsequently grant, to the Receiving Party any license, right, title or interest in or to any present or future patent, patent application, know-how secret or any other proprietary right and the Receiving Party will not assert any rights of prior use with respect to said Confidential Information. In any event, it is understood that the Disclosing Party does not release the Receiving Party from any liabilities based upon any copyright or patent or other rights it now possesses or may acquire concerning such Confidential Information.



- 3.2. The Disclosing Party is entitled to all rights and remedies according to law, including but not limited to the remedy of injunction for any threatened or actual breach by the Receiving Party of the provisions of this Agreement.
- 3.3. Neither this provision nor any exercise by the Disclosing Party of its rights to equitable relief or specific performance herein granted shall constitute a waiver of any other rights which it may have to damages or otherwise.
- 3.4. The Receiving Party is aware that any incidence of non-compliance with the provisions of this Agreement shall be a ground for the Disclosing Party for the immediate termination of any agreement with respect to the Purpose by sending registered letter with acknowledgement to the defaulting Party.
- 3.5. The Disclosing Party makes no warranty or representation as to the accuracy or completeness of the Confidential Information and shall have no liability to the Receiving Party resulting from the Receiving Party's use of the Confidential Information.

**4. Duration**

- 4.1. This Agreement shall be effective as from the Start Date and shall remain in full force until the End Date.

**5. Governing Law and dispute settlement**

- 5.1. This Agreement shall be governed by and interpreted under the laws of Belgium.
- 5.2. All disputes arising in connection with the interpretation, the performance and/or the termination of this Agreement shall be submitted to the exclusive jurisdiction of the Brussels Courts.

**6. Miscellaneous**

- 6.1. This Agreement shall not restrict the Disclosing Party from using or disclosing elsewhere its Confidential Information.
- 6.2. This Agreement is the entire understanding between the Parties concerning the subject matter of this Agreement and supersedes all previous communications, understandings or representations, whether written or oral.
- 6.3. This Agreement may not be superseded, amended or modified except by a written agreement signed by both Parties.
- 6.4. No waiver by the Disclosing Party of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver. If any provision of this Agreement is declared invalid or unenforceable, all remaining portions of this Agreement shall continue in full force and effect as if this Agreement had been executed without the invalid provision.
- 6.5. The Receiving Party shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Disclosing Party.
- 6.6. This Agreement shall be signed in two (2) originals, one for each Party.

In witness whereof, the Parties have executed this Agreement by their duly authorised officers, the day and year first above written.

For and on behalf of Northwester 2

For and on behalf of [●]

Name: Parkwind NV, represented by Eric Antoons and Peter Caluwaerts

Name:

Function: CEO

Function:



Signature:

Signature: