

Procedural guide:
Negotiation procedure with previous call for competition
pursuant to Section 13 (1) and 15 (1) SektVO (Sector Ordinance)



Procedural guide

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SektVO (Sector Ordinance)**

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1. PRELIMINARY REMARKS

1.1 EU-wide contract notice

TenneT, hereinafter also referred to as the “client” (this refers to both of the specific companies issuing the allocation procedure) has communicated its intention to award the contract for the relevant services throughout the EU. Based on this contract notice, all interested economic operators (interested parties) are requested to submit an application for participation pursuant to Section 15 (1) SektVO.

1.2 Allocation procedure

The objective of the allocation procedure is to award the relevant services to the appropriate economic operator that submits the most economical tender based on the published award criteria.

The allocation procedure will take place in the form of a negotiated procedure with an prior call for competition (cf. Section 119 (5) GWB (law against the restriction of competition) and Sections 13 (1) and 15 SektVO).

The call for competition is intended to identify suitable economic operators. Only suitable economic operators will be asked to submit a tender.

The client reserves the right to award a contract for the first tender without negotiations (Section 15 (4) SektVO).

1.3 Questions about the allocation procedure and the tender documents / obligation to enquire

The client makes the tender documents available via the online awarding platform Negometrix (www.negometrix.com; hereinafter “Negometrix”). The data sections there are arranged according to the phases of the process.

Interested economic operators are obliged to register on Negometrix in order to receive regular information on updated responses to applicant questions (“Questions and answers” section) as well as client notifications.

1.4 Tender documents

The tender documents include all documents prepared by the client or which are referenced by the client in order to define parts of the allocation procedure. They contain

all the necessary information to allow interested companies to reach a decision on participation in the allocation procedure as well as to define the tendered service and the framework conditions for the performance of the contract.

The individual tender documents are each provided with sequential page numbers and the total number of pages. Interested parties must check the documents provided to them for completeness immediately upon receipt. In the event that the documents are incomplete, they must provide notification of this via the Negometrix platform.

If the interested parties believe the announcement or the tender documents to contain any unclear elements or contradictions or to be in breach of valid law, the client must be informed without undue delay. Reference is made to Section 160 (3) GWB.

1.5 Guarantee, assurance, warranty

The client assumes no warranties, representations or warranties for the information contained in the tender documents. The scope of guarantees, representations and warranties, as well as other rights and obligations with respect to the subject matter of the project, and any legal consequences arising out of breach of such guarantees, representations, and warranties, shall be governed solely by the draft agreements provided as part of the tender documents. By submitting a tender to the client, the client incurs no obligations whatsoever.

1.6 Information

The information provided has been compiled to the best of our knowledge and belief. However, it cannot be ruled out that not all information relevant to the decision of the individual interested party is contained in the tender documents. The information about the project is not intended to completely replace the interest party's own economic, technical and legal assessments. Before making an offer, interested parties are therefore expressly requested to carry out, as far as possible, further in-house investigations and reviews of the economic, technical, financial and legal situation and requirements for the services to be provided.

1.7 Division of lots

The procurement item is split into two lots. Each lot comprises the manufacturing of its own independent, self-contained AC grid connection system:

Lot 1: Turnkey new construction of an AC grid connection system for the connection of the *Kaskasi II* offshore wind farm to the HVDC offshore station HelWin beta.

Lot 2: Turnkey new construction of an AC grid connection system for the connection of the Gode Wind 3 offshore wind farm to the HVDC offshore station DoIWin kapa.

Further details can be found in the EU announcement.

1.8 Language

The language for the procedure is German. All correspondence from the client will be sent in German. The client reserves the right to provide English versions of the documents for information purposes. However, the participants do not have any claim to such versions. In case of contradictions or ambiguities, the German version shall be authoritative.

All of the applicant's or bidder's documents must be drafted in German or, optionally, in English. The comments on the project contract must be made in German. For information and verifications that are not drafted in German or English (e.g. certifications by foreign authorities), copies of the foreign originals must be accompanied by certified translations in German or English.

The language of negotiations is German. The client reserves the right to make statements in English if required. This does not give the participant any right to communication in English. This particularly applies to the actual tender and negotiation talks.

1.9 Definitions for the designation of economic operators as part of the allocation procedure

- **Economic operator:** A company or a consortium as a group of several companies

- **Interested party:** An economic operator that has signalled its interest in participating in the tender to the client.
- **Applicant:** An interested party who participates in the call for competition for the tender and submits an application for participation on time.
- **Bidder:** An applicant that has proven themselves to be suitable as part of the call for competition and receives a request to submit a tender.
- **Contractor:** The bidder(s) that was/were able to emerge victorious against their competitors by submitting the most economical tender and were awarded the contract as part of this allocation procedure.
- **Consortium:** A consortium is a group of several companies. A consortium is treated as a single applicant (Section 50 (2) SektVO). Where the tender documents refer to the applicant, this also always refers to the collective form of participation of a consortium. Regulations that specifically relate to a consortium exclusively use the references “bidding consortium” or “consortium”.
- **Consortium leader:** The sole authorised representative of the consortium. The consortium must nominate an authorised representative (consortium leader) for the conclusion and execution of the contract. The authorised representative is the bidding consortium’s contact partner for the client in this allocation procedure and after any awarding of contracts and is the consortium’s sole representative. A replacement of the consortium leader is only accepted in exceptional cases.
- **Applicant consortium:** See consortium
- **Bidding consortium:** See consortium
- **Representative of the bidding consortium:** See consortium leader

1.10 Suspension of the process

The bidders will be notified of any cancellation of the tender (in full or in part) in writing without undue delay in accordance with Section 57 SektVO.

1.11 Suitability criteria

The criteria to participate in the tender, which must be fulfilled as part of the call for competition, are indicated in section III.1.1 to III.1.3 of the EU notification. These criteria can also be found on Negometrix on the questionnaire about the call for competition.

1.12 Applicant / bidding consortia

The formation of applicant/bidding consortia is permissible. Applicant/bidding consortia must specify during the call for competition stage which member is entitled to represent the consortium, including the authorisation for providing a participation application which is binding for all members and an offer which is binding for all members (see III.1 of the contract notice). The members of the applicant/bidding consortium shall be liable for assuming the contractual obligations as joint and several debtors (on this, see Form Annex 5).

The exercise of occupation authorisation and permission must be proven for each member of an applicant/bidding consortium using Form Annex 2 and the lack of grounds for exclusion from Section 123 and Section 124 GWB must be proven using Form Annex 3 on an individual basis. The remaining suitability criteria (Annex A6 and A11) shall be determined on the basis of the applicant consortium as a whole. In this regard, each member only completed Annex A6 and A11 to the extent to which they are applicable to the member in question. Insofar as the suitability of a third party is used, Annex A10 ("Declaration in connection with third-party suitability" - economic/financial) and/or Annex 12 ("Declaration in connection with third-party suitability" - Technical) are to be submitted.

Any changes to such a bidding consortium must be announced to the client in advance and require the client's written consent. Upon request from the client, the bidding consortium must provide proof that the bidding consortium is still qualified as per III.1. of the contract announcement after the changes have been implemented.

1.13 Use of subcontractors

The use of subcontractors is permissible.

Insofar as the applicant relies on the capacities of third parties in the context of the suitability check, checks will be carried out to establish whether the third party, the services of which the applicant wishes to use, provides the respective suitability criteria and whether there are any grounds for exclusion. If the third-party company does

not meet the suitability criteria in full or if there are grounds for compulsory exclusion, the applicant must replace this company. The client retains the right to require the replacement of the third-party company in the event of optional grounds for exclusion. The applicant will be provided with a reasonable deadline for doing so. It is required that the applicant and the third-party company are jointly liable for the order execution in accordance with the extent of suitability loaning pursuant to Section 47 (3) SektVO.

The bidder must specify the subcontractors defined when the order is issued in its offer, as well as specify the nature and scope of the services to be contracted to the subcontractors. Before the contract award, the bidder must provide suitable proof (declaration of commitment of the subcontractor, Form Annex 12) that the specified subcontractors and/or third parties are indeed available for the purpose of providing the services to which the procedure relates.

The abovementioned obligations to provide proof apply in the event of subsequent nomination or the replacement of the subcontractor during the allocation procedure, as well as for new subcontractors.

1.14 Award criteria

The award criteria are available on the freely accessible homepage of Negometrix and can be downloaded from there.

2. COMMUNICATION WITH THE CLIENT

2.1 General rules of communication

The client has announced its intention to award the relevant services throughout the EU and publicly published the call for tender in the TED (Tenders Electronic Daily), the online version of the "Supplement to the Official Journal of the European Union" for European public tendering as well as the tendering platform Negometrix.

Pursuant to Section 9 (3) p. 2 SektVO, registration is not required to access the EU notice and the additional tender documents.

The client makes use of, in accordance with Section 9 (3) Sentence 1 SektVO, the right it has been granted to require interested economic operators to sign two non-disclosure agreements (NDAs) before gaining access to the full tender documents. In order to do so, the interested party downloads the NDAs provided on the homepage

of the tender on Negometrix and sends a signed copy of these by email to the contact person named on Negometrix.

Please note: With the involvement of two different clients / two different TenneT holding companies, it is necessary to sign two different NDAs.

Full access to the additional tender documents is provided for the interested party after submission of the signed non-disclosure agreement and a plausibility check by the client.

The further communication between the interested party and the client shall take place exclusively via Negometrix.

2.2 Enquiries

(a) Deadline for enquiries and requests for information

Any enquiries or requests for additional information must **exclusively** be submitted via Negometrix in the “Frage und Antwort” (Q&A) area (communication by phone, fax and email is prohibited). The final date for the receipt of these enquiries or the requests for additional information is disclosed under “Planung” (Planning) in Negometrix.

(b) Responding to applicant enquiries and other client notifications

Questions as well as answers are simultaneously made available to all applicants in anonymised form in Negometrix provided that the client is of the opinion that they contain important information.

3. THE CALL FOR COMPETITION

3.1 Sequence of the call for competition

The call for competition will proceed as follows:

(a) Preparation and submission of the application for participation

Interested parties are asked to prepare an application for participation based on the information provided, especially the participation criteria, and submit these to the client in the appropriate form and on time via the Negometrix platform. Postal as well as digital submissions are not permitted and may lead to exclusion from the tender pro-

cess. The application for participation must be submitted together with the information to review your suitability as requested by the client. This comprises the completed forms relating to proof of suitability (Annexes 1 to 12, where applicable) and, where appropriate, further documents to provide proof of suitability in accordance with the client's requirements.

A general suitability check for the interested parties shall take place within the framework of the participation competition, i.e. the check takes place independently of the lot allocation set out in Section 1.7. Successful qualification within the framework of the participation competition therefore entitles you to issue an offer for any lots. As part of the offer issuing process, the bidder must make clear which lots it wishes to apply for.

(b) Opening of the applications for participation

The applications for participation of all applicants are opened after the expiration of the deadline for the applications for participation. Applicants are not permitted to open the applications for participation.

3.2 Submission deadline and timeframe for the call for competition

The application for participation must have been received on time via Negometrix. The deadline can be found in the plans on Negometrix (see participation application deadline / end of pre-selection phase). Individual deadline extensions are not granted.

Applications for participation that are not received on time will be excluded from the process, unless the delayed receipt was caused by circumstances for which the applicant is not responsible. These kinds of reasons must be substantiated by the applicant. In case of technical problems, the applicant can consult the Negometrix Helpdesk.

3.3 Form of the application for participation

The application for participation must be submitted in electronic form, together with all necessary information and verifications, via Negometrix in the "Teilnahmewettbewerb" (call for competition) questionnaire.

3.4 Sequence of the suitability test

The applicant suitability test takes place in a two-stage procedure:

(i) Formal verification of the applications for participation

The client first checks the timely submission, completeness and accuracy of the applications for participation.

(1) Exclusion of applications for participation

The following applications for participation from applicants will be excluded:

- those that are not received on time or in proper format, unless the applicant is not responsible for this
- those that do not contain the requested or subsequently requested documents or the minimum criteria,

(2) Reservation of the right to request additional information

In compliance with the principles of transparency and equal treatment, the client may ask the applicant to subsequently submit missing, incomplete or incorrect company documents, especially self-declarations, information, certifications or other verifications, or request the completion or correction of such documents (Section 51 (2) SektVO).

The applicant must submit the documents within an appropriate period to be defined upon the client's request.

The applicant has no right to object to a request for additional documents. Applications for participation, which do not contain the requested document, including after the aforementioned option has been exercised, will be excluded.

(ii) Review of the content of the applications for participation

After the formal review of the applications for participation, the client will check the suitability of the applicants for the tendered services; Sections 142, 122 GWB in conjunction with Section 46 (2) SektVO. The client uses the submitted proof of suitability to assess whether the applicant is likely to be able to provide the tendered services. A refer-

ence to previous applications is not accepted. The review of suitability takes place in consideration of all of the documents submitted by the applicant. Applicants which are not deemed permissible after the result of these checks or do not meet the suitability criteria shall be excluded from the rest of the process.

The client may ask the applicant to provide an explanation of the submitted documents.

Applicant entries must be clear and unambiguous. The applicant bears the risk of unclear and ambiguous entries. The applicant is not entitled to expect the client to clarify unclear or ambiguous entries. Any changes by the applicant to its entries must be unequivocal.

(iii) Request to submit a tender

The client subsequently asks suitable applicants to submit an initial tender.

4. THE NEGOTIATION PROCEDURE

4.1 Request to submit a tender

All suitable applicants that successfully qualified for participation in the tender are requested to submit a tender.

Within the framework of this tender, the bidders receive a non-binding proposal for a possible **project contract** (where applicable plus attachments and/or annexes). The bidders are required to revise this draft extensively in Track Changes mode with regard to all points relevant to you (in particular, the liability and exemption clauses in the broadest sense including all provisions on penalties and liquidated damages, any provisions on the provision of bank guarantees and all other principal and essential contractual obligations of your institution) and, in particular, to insert all your own required/desired alternative text suggestions (mark up) or submit them separately.

You (like all bidders) have the opportunity to negotiate the proposed text provided specially as an alternative to the attached draft contract and all its provisions.

Even if, on the above basis, according to the opinion of the client, the attached draft contract does not contain any GTC at the outset within the meaning of Section 305 (1) sentence 1 BGB, as a precautionary measure it is pointed out that a possibly non-statutory core of all other contractual provisions is provided for the serious disposition of the bidders. The bidders are thus granted freedom of design to safeguard their own interests, with the real possibility of influencing the content of the terms of the contract.

The contract negotiations are also conducted in such a way that even then a potentially non-statutory core of all contractual clauses is provided for the serious disposition of the bidders. Bidders can (and should) exercise their freedom of design in the context of contract negotiations in order to safeguard their own interests and influence the content of all contractual terms of the respective attached proposal for a project contract and maintenance contract.

In this regard, the client makes reference to the decision of OLG Celle (judgment of 18.1.2018 - 11 U 121/17). According to this, a bidder may not, in any civil litigation process at a later date, rely on the law on general terms and conditions and any invalidity of contractual provisions which may be associated with this in the event that the supposed GTC issue of the individual provisions was not already addressed in the allocation procedure. For reasons of transparency and equal treatment, in this regard, the client retains the right to carry out an order investigation before the award in order to ensure that all bidders consider themselves bound to the negotiation results and the respective bid prices are thus comparable in the competition.

4.2 Information and investigation discussions before the deadline for proposal submission

As part of complex tender items, the client may invite bidders to information meetings or on-site inspections before submitting the tender in order to improve the quality of the tender and provide more detailed information on the required content.

4.3 Transmission of the bid prices

For the transmission of the bid prices, the document "k_Annex_09_Preisblatt" contained in the tender documents is to be used exclusively. The price sheet must only be uploaded within Negometrix and for each lot in the function field "Price lists". The price sheet must be uploaded as an Excel document and as a signed PDF. Furthermore, the total price per lot must be entered in Negometrix in the respective entry field for the "Price list" function field.

The contractor may offer a discount in the event that it offers the best price on both lots.

4.4 Prior examination of the tenders

The tender must meet all formal and substantive minimum requirements in order to be subsequently assessed on the basis of the published award criteria.

The formal examination excludes in particular:

- Tenders which have not been received in good time or in proper format, unless the bidder is not responsible,
- Tenders that do not contain the requested or subsequently demanded explanations and verifications,
- quotations that do not include the required pricing information, unless they are only insignificant individual items whose unit prices do not change the total price or do not affect the order of ranking and competition,
- Offers in which changes to the entries by the bidder are not without doubt,
- Tenders in which amendments or additions have been made to the tender documents, insofar as this is not expressly permitted,
- Tenders that represent prohibited alternative tenders.

The client reserves the right to demand additional documents as per Section 51 SektVO.

4.5 Binding period

If a binding period for the tenders has been indicated in the EU notice, this shall apply. Otherwise the binding period will be indicated in the invitation to submit a tender or will be agreed in the negotiations.

4.6 Direct award of contract

The client reserves the right to award a contract for the first or initial tender without negotiations based on the disclosed assessment procedure (Section 15 (4) SektVO).

4.7 Progress of the negotiations

The client reserves the right to select five bids per lot to which the negotiations relate from the bidders who have submitted bids via Negometrix in the correct format and by the deadline and whose offers have not been excluded for other reasons using the evaluation procedure provided. Bidders that are not considered will be informed in text form that they have not reached the next stage of the procedure, at least for the time being. In any case, the client reserves the right to enter into negotiations with the bidders who are not initially considered, if there are objective reasons.

Discussions will be held with the selected negotiating partners, in which the client and the negotiating partners individually discuss the content of their offers and discuss how the client's needs can best be met. The content and the terms of the assignment will be discussed for the time required to determine what the service should include in specific and under what conditions the bidder delivers this service. Where necessary, the client will carry out multiple rounds of negotiations. Against this backdrop, the client reserves the right to further develop the tender documents and clarify certain (originally negotiable) content for all bidders as a non-negotiable minimum requirement.

There shall be no claims to further negotiations. The client reserves the right to apply an initial bid without entering into negotiations (see Section 15 (4) SektVO) (see Section 3.5). If an invitation to negotiations is issued by the client, the following applies: A successive reduction of the number of bids being negotiated may take place in any phase of the negotiations. A reduction of the number of bids always takes place based on an evaluation using the announced award criteria. In addition, the reduction will take the form of a deferral, under the reservation that they may move back into the circle of negotiating partners.

After the negotiation phase, the client will evaluate the offers on the basis of the announced award criteria and select the best offer for each lot.

After conclusion of the bid evaluation, the client will notify all bidders that were not considered about the award decision and the name of the contractor(s). In addition, the client will provide information about the earliest date of the conclusion of the contract. The contract will be signed at the earliest 15 calendar days after sending this message. If the notification is made by fax or by electronic means, the contract will be concluded at the earliest 10 calendar days after the communication has been sent. The deadline period begins on the day after the notice has been sent; the date of reaching the affected bidder is irrelevant.

4.8 Submission deadline for the bid and timeframe for the negotiation procedure

The planning published in Negometrix essentially applies. Additional periods and deadlines can also be defined in the invitation to submit a tender or are agreed in the negotiations. Tenders submitted too late are excluded from the allocation procedure. The bidder may only change or withdraw their tender until the expiration of the set deadline.

4.9 Alternative tenders

The submission of additional bids is excluded in principle.

5. **Timeframe of the allocation procedure**

The deadlines specified in the EU announcement shall apply. Otherwise, the planning published in Negometrix applies.

The client reserves the right to modify this timetable in the course of the procedure, in particular to extend the deadlines provided that this proves necessary for a proper procedure.

6. **NOTES ON THE ALLOCATION PROCEDURE**

6.1 No reimbursement of costs

Remuneration or reimbursement for participation in the allocation procedure and/or the creation of a participation application and offer is excluded.

6.2 Competition guarantee

Agreements between companies, decisions by associations of undertakings and coordinated behaviour, which effect or are intended to effect the prevention, restriction or distortion of competition are prohibited pursuant to Section 1 GWB. This behaviour can lead to exclusion from the allocation procedure pursuant to Section 124 (1) no. 4 GWB.

The applicants shall take into consideration, in particular, that multiple instances of participation in this tender are only permissible insofar as the principles of the secret competition are suitably taken into account by the applicant. The applicant shall inform the client about the multiple instances of participation in advance and obtain its permission. Compliance with the principles of the secret competition must be proven to the client on request.

7. CONFIDENTIALITY

7.1 Non-disclosure obligation

The bidders undertake to treat all information obtained during the allocation procedure as confidential. These tender documents and their attachments as well as the information contained therein and all other information provided by the client shall be treated as confidential by the bidders even after completion of the procedure, unless they are publicly available or known or become known without the participation of the bidders. The content of the tender documents remains the client's property. These documents may only be used for the purposes of this allocation procedure.

Bidders may not pass on the award documents to third parties without permission. Only consultants and the bidders' subcontractors are excluded from this non-disclosure requirements, provided that they are verifiably committed to non-disclosure in the same manner and within the same scope.

If a participant does not submit a tender, they must immediately destroy or delete the tender documents received.

Any non-disclosure agreement (NDA) signed by the provider remains unaffected by the provisions set out in this Section.

7.2 Copyright and marking of secrets

The bidders' copyright to the submitted documents will be respected. The submitted tenders will be retained by the client. If the bidder intends to use information from their tender for the registration of a commercial copyright, they must point this out in the tender. The same applies if property rights exist in the tender or third-party property rights were used in the preparation or use of the tender. The client is not entitled to publish tenders in whole or in part or to pass on information about their contents to third parties not involved in the audit and selection without the consent of the bidder.

Bidders are requested to clearly mark all parts of their tenders containing manufacturing, trade or business secrets as confidential on each page concerned.

7.3 Storage and processing of personal data

Personal information requested as part of the allocation procedure will be stored and processed for the purposes of executing the allocation procedure. For this reason, where appropriate, commissioned data processing contracts are to be concluded between the parties. The contact data will also be stored and processed for the purposes of initiating future business transactions, unless an express objection is received.

8. **RESERVATIONS**

In order to protect the confidentiality of the client's information in the tender documents, a non-disclosure agreement is to be concluded. In this regard, the clients retain the right to investigate the applicants to determine whether the applicants can demonstrate a legitimate interest in the order execution.

For the client, the award of the contract shall be under the reserve that full equity financing and debt financing is to be in place and/or secured internally. The client reserves the right to use various options to finance the order.

The award of the contract shall be under the reserve that the investment measures are necessary from a legal/regulatory or technical perspective and under the reserve of a change with regard to the legal/regulatory or technical framework conditions which apply to the service at the point in time of the notification.

The final decision in favour of the conclusion of the contract which is to be awarded shall be subject to the approval by the respective bodies of the client up to the conclusion of the contractual negotiations.

9. OBLIGATION TO PROVIDE NOTIFICATION OF DEFECTS AND REVIEW PROCEDURES

9.1 Obligation to provide notification of defects and deadline for initiating a review procedure

Defects relating to recognised breaches of tender provisions shall be raised to the contact point specified in Section 2 within a period of ten calendar days (see Section 160 (3) sentence 1 No. 1 GWB).

Breaches of tender provisions which are identifiable on the basis of the notification must be raised to the client via the contact point set out in Section 2 by the deadline specified in the notification regarding the application, Section 160 (3) sentence 1 No. 2 GWB.

Reference is also made to Section 160 (3) sentence 1 No. 4 GWB. According to this, a review procedure application is not permissible in the event that more than 15 calendar days have passed since the receipt of the client's notification of not wishing to remedy a complaint.

9.2 Responsible body for review procedures

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10. LIST OF ANNEXES

The annexes detailed here can be found next to the file in Negometrix (under "Questionnaires" -> "Participation competition"), as well as directly as an annex in this PDF document.

Form Annex 1 "Details about the applicant/member of bidding consortium"

Form Annex 2 “Authorisation and permission to practise a profession”, Section III.1.1) of the EU announcement (commercial register extract)

Form Annex 3 “Declaration regarding grounds for exclusion and measures for self-purification and restoration of reliability”

Form Annex 4 “Declaration/list from the perspective of the applicant of core activities for which the intention is to use subcontractors”

Form Annex 5 “Bidding consortium”

Form Annex 6 “Economic and financial capacities”, Section III.1.2) of the EU announcement - annual turnover

Form Annex 7 “Economic and financial capacities”, Section III.1.2) of the EU announcement - bankruptcy

Form Annex 8 “Economic and financial capacities”, Section III.1.2) of the EU announcement - liquidation

Form Annex 9 “Economic and financial capacities”, Section III.1.2) of the EU announcement - insurance

Form Annex 10 “Declaration in connection with third-party suitability (suitability loaning within the context of economic and financial capacities)”, Section III.1.2) of the EU announcement

Form Annex 11 “Technical and professional capacities”, Section III.1.3) of the EU announcement - references

Form Annex 12 “Declaration in connection with third-party suitability (suitability loaning within the context of technical capacities)”, Section III.1.3) of the EU announcement
