



Memorandum of Information European tender 'Certification of site characterization studies for Wind Farm Zones Nederwiek and Doordewind', with reference 202301043 / WOZ2230075.

Date: 18 July 2023

In this memorandum of information, the contracting authority provides answers to the questions asked and remarks posted in the context of the above-mentioned European tender. This memorandum of information forms an integral part of the tender document (with reference 202301043 / WOZ2230075).

Together with this Memorandum of Information corrected versions of Annexes 3 and 6 will be published. When submitting a tender please use the following updated versions of the Annexes. The previous versions have become defunct ("vervallen" in Dutch).

- 202301043 Annex 3 - Statement of approval (V1.1)
- 202301043 Annex 6 - Draft Contract (V1.1)

Question	Chapter/ Paragraph/ Article from tender documents	Question	Answer
1.	Article 21 Annex 8 – ARVODI	Can you add to article 21 the following passage: The Supplier is never liable for any consequential damage, disadvantage or any immaterial damage (such as loss of production, income or loss of profit, the increase of general costs, goodwill, disruption of the planning) on the part of the Client or third parties deployed by the Client, both contractually and contractually. If you do not agree with this passage, can you state why you wish to submit this risk to the Supplier? A reference as we have seen in the past from contracting authorities 'it is allowed on the basis	In principle, liability is unlimited regarding the damages caused by a party. The law does not make any distinction between direct and indirect damages. Therefore, the Contracting Authority also does not make this distinction. Furthermore, the liability is already limited in art. 21.3 ARVODI. The Contracting Authority does not consider it to be reasonable to further limit liability.

Question	Chapter/ Paragraph/ Article from tender documents	Question	Answer
		of the law' does not help us to understand the calculation of risks correctly.	
2.	Article 4.1 Annex 6 – Draft Contract	Please remove the penalty clause. As a TIC company we depend on the accurate and timely information of our clients (in this case perhaps even on third parties which are hired by the Authorities). Therefore, such clause are not part of the industry standards. Could you please remove this clause?	It is our intention to have frequent meetings and other communication with the certification provider, to limit the capacity planning risk. However, we will not remove the penalties clause due to the interdependencies between the certification process and the overall planning of the Nederwiek and Doordewind Wind Farm Zone development. Timings as presented in Table 3 of the Scope of Work are durations and not actual dates. This means the timing of delivering the to be certified products might change due to circumstances with a third party, but durations of reviewing will remain the same.
3.	Article 3.4 Annex 6 – Draft contract	Please modify this one as indexation (inflation correction) is part of the regular industry standards. Hence, could you please add an CBI CPS index clause per annum.	Article 3.6 of the Annex 6 - Draft contract is adjusted as follows: Indexation of the unpaid Payment Milestones is agreed in case the Contract period is extended. In case the option to extend the Contract is invoked, the prices and rates can be adjusted once, at least 3 months before the end of the Contract. Requests for indexation can be addressed to contractmanagement@RVO.nl. The prices and rates can be adjusted in line with the index figure set by Statistics Netherlands (CBS Statline) applicable to collectively negotiated hourly wages (including special bonuses) in the corporate-services category (M Specialistische zakelijke diensten (specialised commercial services)). For this purpose, the monthly figure for the most recently published month is used and the index for the starting month of the Contract is set as 100%. The request for indexation submitted by the Contractor must be itemised, accompanied by a printout from CBS Statline, and contain a reference to the Contract in question with the Contracting Authority. The proposal must contain a summary of both

Question	Chapter/ Paragraph/ Article from tender documents	Question	Answer
			the current prices and rates and the new prices and rates. The Contracting Authority will inform the Contractor in writing of the decision regarding whether or not to accept the new prices and/or rates. The Tenderer will not submit any zero or negative prices/rates. This change also applies to section 3.4.4. of the Tender Document.
4.	Annex 3	Annex 3 cannot be opened. It seems to be protected. Can you provide it in another format that can be opened?	We enclosed a new document (V1.1) to the Tender Document.
5.	General	When reading the documentation we are wondering if there is required the data cleaning work (making reports out of the raw site data) as well as the certification itself. Furthermore we are wondering regarding the work of the project execution plan, which seems to be handed in already in proposal. The requirements regarding the content of the project execution plan look to us, as they are a kind of study work, where some budget might be necessary.	No. Acquisition, processing and reporting on the data is the Scope of Work for the (third party) Contractors hired by the Contracting Authority. The responsibility of the Certification Contractor is to review, certify and provide a Statement of Compliance for the deliverables according to the industry standards. The Project Execution Plan (PEP) is your plan of work, which describes your proposal and how you will handle the work of certification. It is certainly not a kind of study work. Your PEP will be evaluated and will be part of the Contract, when signed. For the completeness of the proposal a PEP (and a Project Quality Plan (PQP)) is required. So no budget is needed for the PEP (and PQP) as it will be part of your proposal and no remuneration applies. Annex 5-I - Scope of Work, section 2.2 details the provisions of this PEP and states that this plan is a clear starting basis for the remainder of this project and will serve as a basis for the project execution.