Memorandum of information European tender 'A study on the long term economic and strategic outlook for companies that participate in the Dutch Government's tailor-made approach'
Date: 31-08-2023

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 202306168).

We and Our in the answers to the questions refer to the Contracting Authority.

Question	Subject	Question	Answer
1.	Section 2.3 Tender document- Delivery schedule	As per your specifications, the contract is scheduled to begin on October 21 and conclude on December 31, 2024. Could you kindly provide clarification regarding any potential intermediate milestones associated with the deliverables? Additionally, are we at liberty to propose a timeline for the initial scope that significantly shortens the project duration?	The majority of the work is scheduled immediately after the Contract Award (+ cool down period), i.e. for all companies with which the Dutch government has agreed on an Expression of Principles (EoPs). To date, EoPs have been signed for eight (8) relevant industrial sites (see table 1 on page 8 of the Tender Document). The company reports for at least 6 of the 8 industrial sites must be submitted 3 months after the award of the contract (+ cool down period). See also answer on question 8. The company reports for other industrial sites must be prepared when an EoP is in place with that company. The Dutch government has sent letters to other eligible companies in table 1 of the Tender document that they can apply for the tailor-made approach by October 2023 at the latest. EoPs for these companies could be agreed between now and Q2 2024 at the

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			latest, hence the end of the contact date of December 2024 (to allow enough time for a company report to be prepared in case an EoP is signed in Q2 2024). We expect a schedule for the preparation of a company report (according to the second criterion for Quality of the Proposal, see page 22 of the Tender Document). Therefore it is not possible to change the end date of the Contract.
2.	Tender submission	Can you please confirm whether it is acceptable to provide elaborations for all three award criteria within a single document, which can then be uploaded under each respective criterion?	Confirmed. You can provide the elaborations for all three award criteria in one document, which you can then upload under each criterion
3.	Section 2.1 Tender document - Description of assignment	You state that a high level and qualitative comparison with not investing in decarbonization (business as usual) is part of the scope. Can you please elaborate/ clarify what do you see as business as usual in relation to company/ asset decarbonization?	By business as usual (or reference scenario) we actually mean the continued operation of the asset/location, with only maintenance investments/capex (i.e. no investments for any other purpose). This implies continuation of production resulting in current CO_2 emission. Our time horizon is 2025-2040, see page 7 of the Tender Document. The Tenderer may propose an alternative reference scenario with explanation.
4.	Section 2.1 Tender document - Description of assignment	Can you specify what data or information will the Contracting Authority provide at the project's outset? Will this data be consistently available for all assets within the scope?	At the start of the execution of the Contract we would like explain the government's approach in general, applicable to all participating companies in the tailor-made approach, as set out in various letters to parliament. As part of the process of preparing a company report, we intend to

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			- provide the amount of CO_2 reduction and pathway(s) (e.g. electrification, CCS, input substitution, efficiency, etc.) to be achieved by projects proposed by the companies with which an EoP is in place. - provide an overview of the contracting process to date for the EoP and as envisioned for concluding the Joint Letter of Intent. This includes a discussion of the government considerations regarding the current situation (i.e. location of the asset/industry) and for the intended decarbonization efforts, based on the text of the EoP. - provide other quantitative or financial data, when public sources are available. We expect the contractor to provide order of magnitude numbers for e.g. financial data and inputs/outputs of the asset if relevant (i.e. related to key risks and benefits of decarbonization). - highlight sensitive topics. In such cases we intend to provide guidance on navigating such situations. As part of the review process, we may reflect on assumptions for calculations. And we may share our current views and/or hypotheses regarding the risks and benefits of decarbonization for the industry location when based on our analysis/opinion or when based on any public analysis/opinion. When we provide input, we do so for the purpose of efficiency and/or agreeing focus areas for the company report - and not for the purpose of influencing the outcomes, as we are looking for independent expertise/insights. The nature of the input may differ per company report. In any case, we will not share any insights that are primarily derived from the government's conversation with a company, because that would be insider knowledge.

Question	Subject	Question	Answer
5.	Section 4.3.2 Tender document - Reference data (technical qualifications)	It is stated that we may not provide more than one reference for each core competence. There are two core competences mentioned. Can you please confirm that you are seeking for two references only? Or does the second competence (access to relevant data on asset level) in fact represent 8 different competences?	For the first core competence Contractor must deliver 1 reference (first bullet in paragraph 4.3.2). For the second core competence (second bullet in paragraph 4.3.2) the Contractor **can** deliver up to 5 references; 4 references related to relevant data on asset level and 1 reference related to data on market level.
6.	Annex 3 - section 6.3 - Liability	Can you confirm that indirect damage is excluded from the claims, stipulated in section 6.3? The revised section could include the following: 'The Contractor's liability should be limited to reimbursement of the direct loss according to the rule stipulated in Arvodi (21.1) relating to the particular assignment in question if fraud or willful misconduct on the part of the Contractor is proven. The Contractor should in no event be liable for payment of any indirect or consequential losses (including but not limited to loss of profits or revenue) suffered by the Contracting Authority or third parties	Not agreed, The article will be maintained.
7.	Assignment	Other reports will have to be made once an EoP is signed. How much time do we have to produce such a report? Is this the same 3-month period as the original 8 reports?	Yes this is the same 3 month period.
8.	Assignment	There is a deadline of 3 months after project start for the first 8 reports. Where does this deadline come from and is it possible to extend this deadline?	This deadline is based on our expectation that the first JLoI's could be ready for review at the minister by the end of this year. A company report has to be ready as contextual information for the minister upon starting the review. The Contracting Authority understands that 8 company reports in the same 3 month period could be quite a task for the

Questi on	Subject	Question	Answer
			Contractor. Hence, we are willing to change this to at least 6 company reports of our choice. This will be determined in mutual consultation between the Client and the Contractor This means that paragraph 3.1.2 (page 12) will be changed to: “The Contractor guarantees that at least 6 company reports, chosen by the Contracting Authority, of the initial scope will be carried out within 3 months after final Contract Award. The Contractor guarantees that the remaining company reports of the initial scope will be prepared within 6 months after Contract Award.”
9.	Assignment	The document states that no interviews with the company are required. Are other interviews expected/allowed to be used in the process?	We are open to interviews with industry experts subject to the following: (1) the source of the information provided is transparent to the government and the relevant company(ies), and no insider’s knowledge is provided to the Contracting Authority, (2) the interviewed person understands and accepts the confidentiality principles as set out in section 3.4, while the Government will only inform or consult with the Contractor (not with the interviewee), (3) prior approval of the government to conduct that interview, (4) the interviewee does not receive any information provided by the government to the Contractor, (5) The Contractor confirms to the government that the person being interviewed is not violating the requirements of section 3.5 (conflict of interest). As such, Contractor will not interview (recent) employees of any company that is subject of a company report. (6) any interviews related to companies in the initial scope are mentioned in the Tender proposal. We allow these interviews in order to not burden Contractor with entering into a consortium or subcontracting agreement. This means that the scope of the interview should focus on specific

Question	Subject	Question	Answer
			aspects that do not merit the setting up of a consortium or a subcontracting agreement.
10.	Actions	What route or actions will RVO take, and what does it require from the contractor, if based on the research of the contractor, too little information is available from public sources to create a meaningful report/final product?	We distinguish between company reports in the initial scope and company reports in the optional scope. - For companies in the optional scope the Contracting Authority has the option to request a company report. This implies that if the Contractor reasons that too little information is available for a company, parties can jointly decide that no company report will be drawn up on the basis of this Contract. - For companies in the initial scope, the Contracting Authority believes that most information would be accessible within the contextual boundaries as specified in the Tender Document (among others: no insider knowledge, no conflicts of interest and confidentiality). In certain cases, we allow interviews with industry expert (see question 9) and the use of non-public data(see question 4 and 14). Note that the company report's purpose is to serve as a decision support package to express an intention for public support of a company's decarbonization project(s). We note that these decisions are unlikely to be the same for all companies. If the Tenderer believes that the available information for certain topics and/or certain companies is limited, please specify where Tenderer wishes to deviate from the scope as described in Chapter 2 of the Tender Document.

Questi on	Subject	Question	Answer
11.	Page 8 of the tender document	As Tata Steel is out-of-scope for this study and 'the research questions have already been taken up in previous studies in preparation for the tailor-made approach with this company' (see page 8 of the tender document), would it be possible to share the Tata Steel company profile with us as inspiration for the company reports?	The Contracting Authority will not provide any information related to Tata Steel.
12.	The company report will serve as a decision support package to policy makers at the Ministry of Economic Affairs and Climate Policy	In the Tender document it is stated that 'The company report will serve as a decision support package to policy makers at the Ministry of Economic Affairs and Climate Policy' (pp. 8). Is it correct to assume that the company profiles won't be made publicly available and only accessible for Ministry of EZK?	See the Tender document, section 3.4 – "Requirements to confidentiality"
13.	pp. 9 of tender document	The focus of this assignment is on the asset / industry location level and how the decarbonized asset could take part in an evolving market and environment.' (pp. 9 of tender document). Will the contractor get insights in the specific assets of a location of the company to be investigated?	See the answer on question 4 related to information provided by the government to the Contractor.
14.	The economic outlook for the asset	We have a question related to the economic outlook for the asset. We understand the company reports should be solely based on publicly available data or insights from the contractor, but not from stakeholder interviews.	See the answer on question 4 related to information provided by the government to the Contractor. See also answer on question 9 related to interviews with industry experts. Stakeholders may not fulfill the requirements of section 3.5 of the Tender

Question	Subject	Question	Answer
		Though, some of the requested data such as cash flow data or large maintenance investments could be difficult to assess without interviews or insights from the company. Which help can we expect from EZK to get this (company sensitive) data?	document (Requirements relating to independence and avoiding conflicts of interest). Please note: on page 9 of the Tender document it is stated that the Contracting Authority accepts information in the company report that may not be public. For asset level information, the 'acid test' is whether industry experts (generally) have that or similar information or can understand the reasoning and accept the underlying assumptions. Information on market level (e.g. price data, merit order data) is unlikely to constitute insider knowledge as multiple consultancies are expected to have such similar data.
15.	Par 3.4.2 of the tender document	From par 3.4.2 of the tender document we understand that the Contracting Authority could use (parts of) the company reports towards the companies or (external) stakeholders of the government. If the Contracting Authority uses the company reports, will there be an explicit reference to the contractor?	See section 3.4.2 of section 3.4 - "Requirements relating to confidentiality" of the Tender Document. Contracting Authority will inform Contractor when a (draft) company report is shared with any respective company.
16.	Annex 1	Annex 1 contains no document, would it be possible to send the 'European Single Procurement Document' again?	As far as the Contracting Authority can see Annex 1 is attached. But Annex 1 has been submitted again with this MoI.
17.	Assignment	When discussing the required data and insights in relation to the Strategic Outlook for the Company, one topic is "Factors that could lead to an exit decision (decommissioning, asset sale) of the company and the likelihood of these factors." What is the requested information? Is the goal to get factors from the previous data points (e.g., strategic drivers, position of the asset within the portfolio, value-chain relationships within the company, R&D investment, etc.) and general business drivers (higher taxes, too few skilled workers, additional environmental legislation, etc.) or is	Three possible information areas are mentioned in the question, these are all valid and valuable to the Contracting Authority. Regarding the last sentence, see also answer on question 9 (interviews with industry experts).

Question	Subject	Question	Answer
		more in-depth, company-focused, information wanted? Without interviews with key decision makers within these companies the latter will not be fully possible.	
18.	Assignment	When discussing the required data and insights in relation to the Economic Outlook for the Asset, one topic is “High level discussion of the asset’s position on the merit order in relation to demand.” How does this data point differ from the earlier asked “Position of the Dutch asset on the global/Europe merit order”.	We understand merit order only as the supply line: a ranking of an asset / industry location against similar other assets, based on service costs, margin per unit produced or other industry-relevant metric. This may also include capacity expansions and decommissioning in the (near) future. Next, we want to understand how shifting demand could affect the ability of asset / industry location to continue to serve demand. This includes a discussion of the risk that an asset could end up being ‘out of the money’.
19.	Assignment	When discussing the required data and insights in relation to the Economic Outlook for the Asset, one topic is “Product demand (today, outlook) on a global/Europe level, planned major capacity additions; in case of Europe level: global trade risks and opportunities.”. What kind of risks and opportunities are you interested in? Import risks and export opportunities for the asset or Geopolitical risks and opportunities for example. Could you elaborate on this?	With regard to the output of an industry location: risks and opportunities derived from trends identified by the Contractor and related to the merit order. Import/export is primarily relevant when the merit order is at European level rather than global level. Example: trend X could lead to an increase/decrease of demand, more/less import due to more/less capacity or lower/higher cost to produce elsewhere. With regard to inputs, for example: most industries convert a certain commodity into another commodity (the output). Price changes and/or changed availability of that input could improve or deteriorate the position of a certain asset’s on the relevant merit order.
20.	2.1. "Deliverable: asset/company reports"	Do you expect a branded report?	Yes, the company logo of the Contractor must be clear on every page of the company reports. Names of contributors, such as subcontractors and interviewed persons, that provided material information for a company report must be mentioned in the report.
21.	2.1. “Assignmen	Is the contracting authority open to the idea that the contractor conducts interviews with	See the answer on question 9 with regard to the interviews with industry experts.

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	t scope – demarcation”	market experts as part of execution? If yes, are the names and titles of interviewed individuals required to be made public?	Sources of information must be transparent to the Contracting Authority and the respective company/ies. See also the requirements to confidentiality as described in section 3.4 of the Tender Document.
22.	2.4.	We believe that the budget per asset report is limited given the scope. For this budget, it would be challenging to even provide high-level insights. Can the contracting authority consider the possibility of a higher budget, or would the contracting authority consider limiting the scope to be covered?	The Contracting Authority will not consider a higher budget, as that would constitute a breach of the regulations for the tendering process. Following page 9 of the Tender document under “demarcation”, the Contracting Authority seeks only high level information, i.e. the key risks and benefits of decarbonization investments. The Tenderer may deviate from the assignment description in Chapter 2 of the Tender document with an explanation.
23.	3.5.1.	How should the contractor interpret "*financial or other direct personal or business interests in the specific results of this assignment*"?	Section 3.5.1 concerns the company level f the Contractor, not the employee level of a Contractor. In principle, we want to ensure that there is no material circumstance for the Contractor that can directly influence the content of a company report. We want to prevent both positive and negative bias. An obvious example regarding business interests: Contractors must not have a development partnership with a company for which it prepares a company report nor must Contractor compete directly with such a company. See also the guidance provided in section 3.5.5 of the Tender document. See also answer to question 24 if the Tenderer is not sure if he can meet this requirement.
24.	3.5.2.	RfP states the following requirement - "*The Contractor declares in the company reports: (1) that the company report was produced independently and without bias, and (2) that to*	Pursuant to section 3.5.3 of the Tender document, we urge Tenderers to disclose any potential conflict of interest relating to companies in the initial scope – if these situations could meet

Question	Subject	Question	Answer
		his knowledge there was no potential conflict of interest or appearance of dependence during the assignment." Can EZK define 'independent' and 'without bias'? Does EZK agree that the statement under (2) excludes situations of potential conflict of interest or appearance of dependence which have been reported to the Contracting Authority as per clause 3.5.3 of the Tender Document? Does it suffice if sentences implying the above are included in the disclaimers page of the report?	the conditions provided in section 3.5.4. of the Tender document we encourage Tenderers to provide solutions where relevant. The Contracting Authority will assess the situation for independence and bias based on the information provided by the Contractor. It is not the intention of the Contracting Authority to ask for additional information during the assessment process. If we believe a situation that is likely to be a conflict of interest with no likely appropriate resolution, this may lead to a lower score on condition 3 of Award Criteria "Quality of the Proposal". Following theaward of the Contract, the Contacting authority will seek further clarifications/evidence on any disclosed potential conflicts of interests to ensure that the Contractor complies with the requirements set out insection 3.5. The Contracting authority will then reach a final conclusion as to whether the Contractor is allowed to prepare the company report in question. If not (1) the contract size of the winning Tenderer (highest ranked) will be appropriately smaller and (2) the Contracting authority intends to pobtain that specific company report from the next ranking Tenderer as described in section 2.3. If we consider a potential conflict of interest to be immatierial ora deemed to have been adequately resolved then:: based on the information provided by the Contractor, the Contractor complies with the requirements set out in section 3.5.2. The Contracting authority encourages Tenderers to also disclose potential conflicts of interest for companies in the optional scope, although it does not assess any conflicts of interest relating to companies outside the initial scope as part of the award criteria.

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			Please note that information provided in a Tenderer's proposal are treated confidentially and the Tenderer's proposals are legally protected against requests for disclosure under the Public Government Act ("Wet Openbare Overheid"). Finally: we do not necessarily treat potential conflicts of interest as a "bad thing". We value transparency in our efforts to obtain independent expert insights.
25.	3.5.5.	RfP states the following will be perceived as (potential) conflict of interest - "*Ongoing (i.e. during the drafting of a company report) advisory services for a company included in the tailor-made approach (table 1) with an aim to promote or support decarbonisation investments or other decarbonization related interests of that company in The Netherlands*". This statement is quite open ended and can cover several areas of work for an advisory firm e.g., general subsidy advise, tax advise related to decarbonisation investments, operating model transformation advise as a result of broader decarbonisation/sustainability strategy etc. Does EZK agree that this should be limited to advisory services for companies included in the tailor-made approach with an aim to promote or support that company's interests on topics that are subject to current government policy or decision making as refered to in the Tender Document? Otherwise, can EZK specify exactly which types of advisory services will lead to a conflict of interest?	If the Tenderer provides services to a company during the preparation of a company report, where these services are directly related to investment(projects) for the decarbonization in The Netherlands, the Contracting authority urges the Tenderer to disclose such work and possible solutions. The decarbonization efforts of the companies in the tailor made approach generally aim to reduce CO2 emissions significantly (hundred thousands or millions of tons CO2 per year). Some examples as further guidance: General professional advice in a specific area (e.g. taxation? and engineering) even related to decarbonization, but not directly related to CO2 reduction projects, is unlikely to create a conflict of interest and/or likely to be remedied by a Chinese wall mechanism. However, (strategic) advice on the decarbonization efforts in the Netherlands that can materially influence the course of business of that company, during the preparation of a company report (3 months period), is likely a conflict of interest. See also the answer to question 24 if the Tenderer is unsure whether there may be a conflict of interest in a particular situation.

Question	Subject	Question	Answer
26.	3.5.5.	RfP states "*Ongoing or recent (in the years 2022 or 2023) advisory services for companies included in the tailor-made approach with an aim to promote or support that company's interests on topics that are subject to current government policy or decision making. An obvious example is representation of a company in conversations with the government. Other examples of a potential conflict of interest may include calculations for desired subsidies, analysis of desired government policy making*". Apart from direct representation of a company in conversations with the government, any background support in reviewing business cases or helping firms in thinking through their decarbonisation strategy could be seen as "potential" conflict of interest as per the above statement. The interpretation of this condition is not straightforward. Is there a possibility to discuss or receive written input on a specific project that the contractor has performed? If yes, could the contracting authority specify the process.	Specific projects are not be discussed with the Contracting Authority. See the answers to questions 24 and 25.
27.	3.5.7.	If specific individuals/experts working for the contractor have worked for one/more of the companies in the period 2022-23, would the contracting authority consider them potentially conflicted for those specific companies or for the whole assignment?	The Contracting authority considers them only potentially conflicted for those specific companies.
28.	ARVODI-2018, article 13	The (draft) agreement contains a confidentiality obligation with regard to information we receive in the context of the engagement. Pursuant to	Not agreed. The proposed text is set up to wide. The Contracting Authority deduces from the question and the proposal that the Contractor asking the question is not referring

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		the laws and (professional) regulations applicable to our organisation, we require your explicit permission to share the information in question with IT (cloud) service providers. For (the performance of) the services Supplier makes use of cloud applications, email providers and other supporting IT (cloud) service providers, including for our document management systems, where files and (customer) information are stored in the cloud. In the very limited cases that these IT (cloud) service providers have limited access to confidential (client) information in connection with necessary technical support, strict confidentiality agreements apply. For the record, we emphasize that the support of our internal business processes by these IT (cloud) service providers is necessary for the performance of our services, whereby we accept responsibility for the deployment of these IT (cloud) service providers and the (maintenance of the) confidentiality of (customer) information. On the basis of the above, we request you to include the following text proposal in the agreement to be concluded. We cannot carry out the work without your express consent. *"For the purpose of (the execution of) the Services, the Contracting Authority and the Contractor may communicate with each other by electronic means and/or make use of electronic storage (including cloud*	to the deployment of one or more subcontractors for the performance of the assignment, but to its business chain in the field of information and communication technology. It is evident that the Contractor has taken such (security) measures to ensure that no risks of breach of the duty of confidentiality arise in that chain.

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		applications), whereby the Contractor is permitted to provide confidential information to IT (cloud) service providers on a confidential basis and solely for the support of the Contractor's business operations. The Contractor remains responsible towards the Contracting Authority for the confidentiality of the confidential information by the IT (cloud) service providers concerned."	
29.	ARVODI-2018, article 15.1-15.2	Because of the protection of privacy of our employees and as a matter of good employment, we make an objection to show certifications of good conduct of our employees and/or let our employees submit to security checks by the Contracting Authority. We suggest the following. If necessary, we will guarantee in full the quality and integrity of our employees. When required we can perform a screening ourselves (by DSI) on employees who will carry out the assignment in question. We are willing to confirm the outcome of the screening to the Contracting Authority. Can you agree to the proceedings described in the above and, if yes, to declare the articles 15.2 and 15.3 of the ARVODI-2018 not applicable in the Contract?	This is not acceptable. This will not be agreed upon by the Contracting Authority. Employees working at the Contracting Authority are therefore obliged to show the same kind of certifications of good conduct, security checks etc.
30.	ARVODI-2018, article 21.3	It is common practice in our profession to limit liability whereby the maximum liability is in reasonable proportion to the fee involved in the engagement. In this context, we refer to Rule 3.9 D of the Guide to Proportionality issued by the Ministry of Economic Affairs and Climate in	The RVO does not agree with the proposal. Pursuant to the law, parties are in principle unlimitedly liable for the damage they cause. Nevertheless, in the ARVODI-2018 it has been decided to limit liability in a balanced manner, as is apparent from the graduated scale in Article 21.3. Given the nature and scope of

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		June 2020. This Regulation 3.9 D stipulates that the contractor's liability must be limited, taking into account the limitation of liability that is customary in the relevant sector. The limitation of liability as included in Article 21.3 of the ARVODI is not in line with this, because it concerns a limitation of liability based on a graduated scale determined in advance, as a result of which the maximum liability, depending on the value of the engagement, is many times higher than the liability limitation that is customary in our sector. With due consideration of the above, we propose to include the following provision in the agreement in line with market practice. Can you agree to this? *"Article 21.3 ARVODI will be replaced by the following provision. Contractor shall perform his work to the best of his ability, exercising the care that may be expected of him. If an error is made because the client has provided the contractor with incorrect or incomplete information, the contractor is not liable for the damage caused. The total liability of the Contractor to the Contracting Authority for any errors that would have been prevented if the Contractor had acted with due care shall be limited to a maximum of three times the amount of the fee paid and/or still owed by the Contracting Authority for the specific work carried out under the Contract from which the errors arose. If the Contract has a duration of*	this assignment, the client sees no reason to further limit liability.

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		more than twelve months, the total liability under the Contract will be limited to a maximum of three times the amount of the fee paid by the client to the contractor and/or still owed by the Contracting Authority over the last twelve months for the specific work carried out under the Contract from which the errors arose. Related errors are thereby regarded as one error. The limitation of liability shall not apply in the event of wilful misconduct (opzet) or gross negligence (bewuste roekeloosheid) on the part of the Contractor and/or if mandatory national or international legislation or professional rules and regulations do not permit such a limitation. The Contractor is not liable for consequential, indirect, trading or punitive damage and/or loss of profit."	
31.	ARVODI-2018, article 24	This article states a complete transfer to the Contracting Authority of all intellectual property rights to the results of the agreement. This is objectionable to us for multiple reasons. We understand the wish of the Contracting Authority to freely use the results/deliverables of the Contract. However, we object to the unlimited and unrestricted use of such deliverables on several grounds. If we would transfer the intellectual property rights of our deliverables to the Contracting Authority, the Contracting Authority would have the right to amend/change and exploit such deliverables. Given the character of the deliverables, this is not favourable. If that	This is not acceptable to the RVO. In contrary to the assumption of the Contractor, the transfer of the intellectual property rights of deliverables to the Contracting Authority, does not imply the right to amend/change and exploit such deliverables in a non-governmental way. Please note that the Contracting Authority will use all results for the public interest. For this reason the Contracting Authority does not agree with the proposed amendment of the ARVODI on intellectual property.

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		would be the case, we cannot vouch for the correctness and completeness of the deliverables and therefore cannot exercise our professional responsibility with regard to the deliverables. With regard to any advice as contained in the deliverables, we would lose our grip on the content and distribution of such advice, if we would transfer the intellectual property rights. This is objectionable for us if the Contracting Authority would want our name and logo on the deliverables. We believe, based on the above, that a use license should suffice for the purpose of this contract. We also refer to rule 3.9.1.2 of the Proportionality Guide. Can you agree to change this article 24 accordingly? *"(Intellectual) property rights that vest in the Contracting Authority or the Contractor, or is licensed to them by a third party, before the execution date of the Contract, shall remain vested in the original owner. The Contractor reserves all intellectual property rights in relation to products of the intellect that it uses or has used and/or develops or has developed within the framework of the execution of the Contract in which it holds or can exercise copyrights or other intellectual property rights. The Contracting Authority may use the results of the Contract for its own internal use, insofar appropriate within the purpose of the Contract."*	
32.		"The government intends to provide Contractor on a confidential basis with a high level	See the answer to question 4.

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		understanding of the process to conclude the Joint Letter of Intent, including the intended carbonization efforts by the companies and the government" (p9). Could you please specify what this 'high level understanding' entails? What kind of information is included in here? For example, (quantitative) data about the expected investments, (quantitative) data about the expected change in energy use / energy-efficiency due to these investments etc.	We intend to provide the CO2 reduction and trajectory (e.g. electrification, CCS, input replacement, efficiency, etc.) that can be achieved by projects proposed by the companies with which an EoP is in place. We expect the contractor to provide an order of magnitude number for capex and change of energy use if relevant (i.e. related to key risks and benefits of decarbonization).
33.		"Discussions with the companies' representatives are out of scope" (p9). Yet, "The following elements are needed for the strategic outlook: - A high level company profile including relevant topics such as its mission / vision statements, strategic drivers, critical business issues, long term objectives to help the Contracting Authority assess if the proposed investments are in line with key corporate interests" (p10). What key insights or conclusions do you wish to gain from the strategic outlook, when the interpretation of the companies' mission and vision, and critical business processes in relation to the decarbonisation investments cannot be discussed with company representatives?	See page 9 of the Tender Document: "The assignment is to provide the government with expert insights and relevant data in the company reports to help assess the long-term economic and strategic outlook of the Dutch assets in the tailored approach. The assignment is intended to be a high level and highlights the key long-term risks and benefits of investing in decarbonising of Dutch industrial facilities."
34.		"The assignment is on the basis of successful implementation of the decarbonization ambitions. This means that development and implementation topics related to the decarbonization of an asset are outside scope" (p9) - Could you please specify what is meant by this demarcation of scope? Further points made on p9/p10 indicate that there is a need to analyse the economics of specific industrial	We do not want a discussion of pre-FID and construction-related risks associated with the decarbonization of an industrial site. The Risks / benefits associated with the operation of a decarbonized asset are expected to be within scope.

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		assets, how then does this relate to the statement that topics related to the decarbonization of assets fall outside the scope of this study?	
35.		You wish for "Data to provide insight into the asset's financials and help assess key sensitivities" - since proprietary data sets fall outside the scope of this study (see third point made on p9), do you expect the Tenderer to address such data request solely on the basis of publicly available datasets?	See also the answer to question 14. Proprietary data sets are not outside the scope if multiple advisory companies have similar data sets.
36.	Information provided:	We understand that the tailor-made approach is always specific to a certain plant, and in your RfP you mention that data from the companies will be provided. Would it be possible to understand a bit more about those data? • For example, will financial data, data on subsidies, as well as projected quantities and details of the (new and carbon-free) production process be shared? (that is, understanding that we will come up with our own projections for some of those) • Could you provide information on the expected granularity of those data? (for example financials of an asset, operating cash flow)	See also the answers to questions 4, 9, 14 and 34. We will not share quantitative data, unless public sources are available. As for granularity, we leave this to the Tenderer to provide as part of his Proposal, while noting the demarcation provided on page 9 of the Tender Document.
37.	Content – high-level modelling approach:	We understand that we should not perform a due-diligence on the company data we receive, and are not supposed to conduct interviews with the respective industrials/plants. We have available models for several of the most important processes in the chemical industry (see next question). We also have **available forecasts for the main relevant**	We are unable to comment on this approach at this stage of the tendering process. We will assess the tender proposals as described in Chapter 5 of the Tender document.

Question	Subject	Question	Answer
		commodities (electricity, hydrogen, carbon, natural gas, green gas, etc.). We are planning to: • **First derive commodity price scenarios** from our relevant models; • **Second, feed these commodity price scenarios** into the **models of chemical industry processes** we have. • The results of this, we will then go into **high-level financial models of the respective plants**, which will also consider support given by the Dutch government. • The KPIs under different scenarios, will then form the basis for the strategic outlook of the companies. All of our models are populated with publicly available data and are considered industry standard. While we understand that this is still a very high-level description of our approach, does that sound like a reasonable way to approach this for you?	
38.	Content – your preferred way to come-up with commodity price forecasts (step 1)	There are several options, wrt. producing commodity price forecasts: • Would you like us to define those scenarios based on third party projections, (e.g. IEA); and/or • Do you prefer tailor made and up-to-date scenarios, which you define together with us? • Separately, would you be interested in, for example, a "conservative base case",	We are not looking for commodity price outlooks / scenarios specifically prepared for this assignment. As described on page 9 of the Tender Document, assumptions must be traceable to a public source (or publicly? available source, IEA would qualify) or at least easy enough to follow for industry experts. We may accept price outlooks/scenarios that a Tenderer uses for its client base. It is stated on page 10 of the Tender Document that the Contracting authority is seeking information to help us assess

Question	Subject	Question	Answer
		a “best case” and a “worst case” scenario?	key sensitivities. Pricing scenarios can be one way to do so, but we are open to alternative methods.
39.	Content – models of chemical industry processes (step 2):	We have available merit-order models for four main chemical processes. The potentially 17 companies to be assessed, seem to be characterizable into four main groups with regards to their chemical processes: • Olefines/Polymeres; • Hydrogenes/Ammoniac; • Carbonates; • Chorines/Soda/PVC. Since you also indicate, that it might be best to focus on the most important conversion step respectively, we are suggesting to focus our quantitative analysis on those four main classes of compounds, for which we would be doing a merit order comparison and a demand vs. merit-order analysis. As briefly mapped out in the question above, this would give us an understanding for the future KPIs of the respective plant. Do you think that clustering the quantitative analysis that way is a sensible way forward?	We are unable to comment on this approach at this stage of the Tendering process. We will assess Tender Proposals as described in Chapter 5 of the Tender document.
40.	Process	We understand that the study should be finished within three months after start. Apart from that, we have some questions for your preferences with regards to the process: • Would you like the process to be involved, with weekly update calls, and – say – 3 to 4 workshops, our would you rather have less interaction? Both	The study consists of a number of company reports. At least Six out of eight company reports in the initial scope must be prepared within 3 months of Contract Award. See also the answer to question 8. The Contracting Authority will appoint two contact persons for the term of the Contract. These contact persons will act as the

Question	Subject	Question	Answer
		approaches work for us, and it simply depends on your preference, for how closely you wish to be involved.	primary counterparty for the Contractor. See also the answer to question 4. We want to create a number of formal contact moments that would allow the Contract Authority's contact persons to engage with other colleagues at the RVO and the ministry of Economic Affairs and Climate Policy. See also paragraph 1.1 of the Tender Document.
41.	Conflict of Interest	We have a question related to the Conflict of Interest. We as a company do work on the decarbonization strategies for companies listed in Table 1 of the tender document. We also do have the knowledge and capabilities to execute the assignment as requested by EZK. If we have a different team working on the EZK assignment than on the decarbonization strategies for the private companies listed in table 1, would it then be possible for us to execute the company reports without a conflict of interest?	We do not have sufficient information to assess whether there would be a conflict of interest, as described in section 3.5.5 (in particular the first bullet). We encourage Tenderers to be as transparent as possible about any potential conflicts of interest. See also the answer on questions 23-26. Section 3.5.7 provides Tenderers some guidance as to whether the proposed mitigating measure ("Chinese walls / separate teams") may be acceptable. Please note that, according to criterion 3 of the "Quality of the Proposal" award criteria, potential conflicts of interest are not evaluated for companies outside the initial scope. Also note that one (1) conflict of interest does not lead to a lower score than having 0 conflicts of interest.
42.	Tender document 5.3 Award criteria relating to prices/rates	Currently there are two criteria used to evaluate prices. As we make use of a very broad set of experts (internal & external, national & international), it is very difficult to provide you with an overview of the exact hours per expert (level) in advance. We rather commit to a fixed price for a result. Would you therefore	We cannot agree with the proposed amendment to the award criteria.

Questi on	Subject	Question	Answer
		agree to only use the total price for the report as a reward criterion, and let go of the evaluation of the hourly rate?	