



Memorandum of information European tender 'Client Representatives at Various Sites'

Date: 3 October 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 202307200).

Nr.	Notifications
1.	Annex 1: European Single Procurement Document (to be generated by Tenderer through the tool in TenderNed) has been generated on TenderNed.
2.	Annex 3 Qualifications of personnel has been altered and will be published with this Memorandum of Information.

Question	Document / chapter / article	Question	Answer
1.	Annex 5a contract	For competitive reasons, we do not provide access to our policies. Copies of insurance certificates are available, demonstrating our compliance with the insurance requirement. Are you willing to agree to this?	Showing proof of compliance by presenting insurance certificates is considered enough, as long as RVO is presented with proof, of sufficient detail, that client representatives' liability, insurance and indemnity is covered.
2.	Annex 6 ARVODI_2018 Article 22.3	What is covered by the term "force majeure"? Virtually everything is excluded. These exclusions are not acceptable to us. Are you willing to limit these exclusions?	the enumeration in article 22.3 is certainly not endless and will not be adjusted.
3.	Annex 6 ARVODI_2018Article 21.3	The liability provision included does not provide for any limitation in terms of the nature of damages. We request that you limit liability to direct damages or at least exclude consequential damages, delay damages and image damages from liability. This in connection with not being able to insure these damages. Do you agree to this and if not why not?	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.