



Memorandum of Information European tender 'Certification of site characterization studies for the Wind Farm Zones Nederwiek (lot 1) and Doordewind (lot 2)', with reference 202301043.

Date: **14 December 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 'Certification of site characterization studies for the Wind Farm Zones Nederwiek (lot 1) and Doordewind (lot 2)', with reference 202301043.

Question	Chapter/ Paragraph/ Article from tender documents	Question	Answer
1.	Article 21 Annex 9 – 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 of the law' and/or the total liability is capped does not help us to understand the calculation of risks correctly.	The Contracting Authority can agree with the following amendments of Article 21.3 there will be: 21.3 Unless agreed otherwise, a Party that imputably fails to discharge its obligations is liable to the other Party for any damage incurred by the other Party, on the understanding that liability (for damages other than consequential damage) is limited per lot to the following amounts: : €500,000 per event and €1,000,000 for each year or part of a year that the Contract has been in force. The liability for consequential damage is limited per lot to the following amounts: €400.000,- per event and €800.000,- for each year or part of a year that the Contract has been in force. Related events will be treated as a single event. The limitation of liability referred to above will not apply: a. in the event of third-party claims for compensation in respect of death or personal injury; b. in the event of intent or gross negligence on the part of the other Party, the Contractor's Staff or the Contracting Authority's Staff;

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			c. in the event of a breach of intellectual property rights as referred to in article 24; d. in the event of an agreement concluded between the Parties under article 14, paragraph 2: to claims for compensation in relation to failure to comply with that agreement, including any fines imposed by the supervisory authority.
2.	Annex 7-I and 7-II Draft Contract, 4.1.	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.	Annex 7-I and 7-II Draft Contract, 4.1.	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.	The Contracting authority does not agree with an index clause per annum. The agreed Contract Price will not be subject to indexation, except for the case the Contract period is extended, according to article 3.5 of the Contract. In addition, the indexation clause, mentioned in article 3.6 of the Contract will not be adjusted.
4.	Annex 5-I	Ref. document "202301043 Annex 5-I - Scope of Work NW V1" and "202301043 Annex 5-II - Scope of Work DDW V1", table 2 "Overview of study deliverables", kindly confirm if the stated pages in the column "Pages appendices" is correct.	Yes, the pages appendices in Table 2 of the Scope of Work is an estimation of the number of pages delivered by the Contractor of the different site characterisation studies.
5.	Annex 5-I	Kindly let us know whether site investigations for Nederwiek alpha and beta (platforms) are going to be also part of the scope.	Site characterisation studies for the offshore substations (platforms Nederwiek Alpha and Beta) are commissioned by TenneT, not by RVO and therefore not part of the scope.

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6.	Annex 5-I	It is written that the inter array cable route will be part of the site conditions assessment. Is there a separate investigation campaign planned for the route?	This is incorrect. The inter array cable route is not part of the site conditions assessment. The Wind Farm Zone as a whole will be assessed, not in detail for the cable route or the substations. It is written in de Scope of Work that 'The purpose of the site characterisation studies is to provide relevant site data for the design, installation and maintenance of wind turbines, inter array cables, substations and their support structures at the Wind Farm Zone.' This means that the characterisation data and its site assessment should provide the required input for developers for the design, installation and maintenance of these elements.