

Algemene informatie

Aanbesteding: Technical services management and maintenance
Aanbestedende Dienst: N.V. Nederlandse Gasunie
Referentie: WS4473315964

Toelichting:

Vraag en antwoord

Ref.nr. **Onderwerp:**
1 Tender Guide

Vraag:

Two reference errors are displayed in the document under paragraph 3.7.2 on page 11, so it is unclear what reference is made to.

Antwoord:

The errors are fixed and will be published in an updated version of the Tender guide. Thank you for your awareness

Percelen: P1 Technical services management and maintenance
Beantwoord op: 16 okt. 2024

Ref.nr. **Onderwerp:**
2 Tender Guide paragraph 3.7 page 9

Vraag:

To what extent can Gasunie accept deviations from all the provisions and requirements set out in the tender documents (for instance regarding liability, insurance, % allocation social return, price-structure including mentioned costs)

Antwoord:

During the inquiry phase, tenderer can submit proposals for changes, after which Gasunie will assess whether we can agree to these changes. Please make specific proposals for desired changes.

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Ref.nr. **Onderwerp:**
3 Annex 1 paragraph 1.5 page 6

Vraag:

How is the allocation of work organised over partly overlapping or interfacing contracts.

Antwoord:

Due to the broad scope, it is likely that there may sometimes occur overlaps with other contracts. There are dedicated contracts for engineering, noise measurements, measurements on rotating equipment, risk studies (QRA, HAZOP, SWIFT, etc.), and more. Therefore, the nature of an assignment is decisive for the allocation of work over different contracts. The following factors play a part in this allocation.

- The main financial focus of the assignment in terms of financial weight. Is it mainly a noise measurement, for example, or is a noise measurement just part of a broader investigation?
- Is the assignment part of a project? Gasunie has fixed engineering partners for projects. In that context, a specific assignment within that project could be given to that fixed engineering partner because it is part of a larger integrally contracted project.
- Is it a follow-up question to a previous assignment. Where the first assignment had a clear scope (e.g., a noise measurement), a follow-up question could delve deeper and require expertise that, as a standalone assignment, could fall within this lot.
- It is also possible that a previous question in another contract (a risk study, a measurement on a compressor, a noise measurement, etc.) leads to a follow-up question where the bidder's expertise is needed and thus to an assignment within this lot.

The purpose of this contract is the standalone investigations and analyses, mainly concerning residual work that does not fit into another contract.

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Onderwerp:

Annex 1 paragraph 1.5 page 5

Vraag:

How is the allocation of work organised over partly overlapping projects

Antwoord:

See the answer to question 3

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5

Onderwerp:

Annex 1 paragraph 1.7 page 7

Vraag:

How do we have to understand the applicability of the stated requirements, also related to the award-criteria?

Antwoord:

Performance requirements are the requirements that must be met during the execution of the services requested under this agreement. Suitability requirements are the requirements that the bidder must demonstrably meet to be eligible for the award of the agreement. The performance requirements form the basis for the award criteria; the offer that fulfills the award criteria must at least comply with the provisions in the program of requirements.

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6

Onderwerp:

Annex 1 paragraph 1.7 page 7

Vraag:

The stated requirements are partly not clear/ explicit. How do we have to interpret these in general. Examples of questions are:
(12) will Gasunie make the (applicable) GTS available
(21) to what contract amount is the % social return related, since at forehand there is no binding obligation by Gasunie for the framework per year
23) will tenderer receive a free of loyalty right of usage for the IP topics
(33) what format and content are expected for the management information reports

Antwoord:

We can clarify the stated requirements as follows:

(12) Public standards, NEN, NEN EN and ISO standards must be observed. As soon as internal Gasunie standards (GTS - Gasunie Technical Standards) must be used, these will be included with the order / delivered afterwards. One of the overall standards, the CSA38N, has already come into your possession when this tender was first published.

(21) After reconsideration we changed the requirement into 2% of the total financial value of the assignment. For determination of the social return value the estimated value will be used. After each contract year, the actual expenditure will be compared with the estimated value. The difference will be adjusted in the following year with the value to be allocated to social return in that year. After rewarding of the contract Gasunie and contractor will come to a final agreement of the implementation of the social return requirement. Changes are processed under requirement 37 in version 1.1 of

the programme of requirement.

(23) Contractor will receive loyalty right of usage for IP topics unless otherwise agreed upon. Gasunie reserves the right to restrict the use of information in specific cases.

(33) After contract award the desired reporting method will be determined in consultation with Gasunie's contractmanager.

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7

Onderwerp:
Tender Guide paragraph 2.2 page 5

Vraag:

Paragraph #3 reads "The scope for the framework agreement that Gasunie wishes to conclude with 1 tenderer includes...".

Do we have to understand that there will be only one winner of the tender or should we instead read "...to conclude with each awarded tenderer..."?

Antwoord:

The contract will indeed be rewarded to one contractor. With the tenderer ranked second after the award procedure Gasunie intends to sign a reserve list agreement.

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Onderwerp:
Tender Guide paragraph 2.2 page 5

Vraag:

Could you give us some examples of works requested in your previous collaboration contract ?

Antwoord:

In the scope description (Annex 1, 1.3) examples are provided for each part of the scope. The case description also provides an example of services that can be requested through the contract.

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9

Onderwerp:
Tender Guide paragraph 2.4 page 7

Vraag:

Is it possible to submit a joint bid with another partner?

Antwoord:

As stated in the Tender guide under 2.5.1 It is possible to submit a bid in a consortium, combination or with one or more subcontractors.

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10

Onderwerp:

Tender Guide paragraph 2.5 page 7

Vraag:

Would the awarded tenderer be able to sub-contract with another research company to meet technical requirements that it could not meet otherwise?

Antwoord:

Yes that is possible. Gasunie has included 'Form Y - Reliance on the ability of a third party' for this purpose.

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11

Onderwerp:

Annex 1 paragraph 1.4 page 6

Vraag:

Should we understand that analysis of gas samples is not in the scope of the required services ?

Antwoord:

That is correct. Gasunie contracted this service under a different agreement. In line with answer 3 it might however occur that gas analyses are part of an assignment of which the majority of the required services fall within the scope of this agreement. And so the gas analyses can in those cases be requested to be carried out through this agreement.

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12

Onderwerp:

Annex 1 paragraph 1.6 page 6

Vraag:

Your pricing requirements are focused on analyses and labour only. No other prices seem to be requested from the tenderers, such as testing facilities prices, software prices or any other prices of resources needed for the execution of the Services. Is it possible to complete the Pricing model (Form C) with price information that we consider relevant to understand our offer ?

Antwoord:

The offered prices in the pricing model are 'all-in' prices in which overhead costs are included as stated in requirement 26 in the program of requirement. Under '1.6 Request and Pricing' a detailed description is given of the way of working considering additional costs.

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Ref.nr.
13

Onderwerp:

Annex 1 paragraph 1.7 page 7

Vraag:

Item 2 : Would it be possible to have work and quality standards required by Gasunie for the following services :

- Measurements in general
- Emission measurements
- Pressure measurements
- Performance testing and application of equipment in general

Antwoord:

Public standards, NEN, NEN EN and ISO standards must be observed. As soon as internal Gasunie standards (GTS - Gasunie Technical Standards) must be used, these will be included with the order / delivered afterwards. One of the overall standards, the CSA38N, has already come into your possession when this tender was first published.

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14

Onderwerp:

Annex 1 paragraph 1.7 page 8

Vraag:

Item 10 : what is the "descriptive document" mentioned in item 10 ?

Antwoord:

Instead of 'descriptive document' you can read 'Tender guide'.

Percelen: P1 Technical services management and maintenance
Beantwoord op: 16 okt. 2024

Ref.nr. 15
Onderwerp: General terms and conditions – 11.2

Vraag:
What is meant by Contract in the sentence ‘15% of the value of the Contract’?

Antwoord:
15% of the value of the assignment under the which the damage not covered by the CAR insurance has been incurred.

Percelen: P1 Technical services management and maintenance
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Ref.nr. 16
Onderwerp: Price Model (form C)

Vraag:
Shall the fee, as required in the price model (form C) only refer to man hours (so excluding cost for test facilities or test equipment)?

Antwoord:
The offered prices in the pricing model are 'all-in' prices in which overhead costs are included as stated in requirement 26 in the program of requirement. Under '1.6 Request and Pricing' a detailed description is given of the way of working considering additional costs.

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Ref.nr. 17
Onderwerp: Draft Framework agreement – 1.5

Vraag:
What kind of respond is expected to a quotation request within 3 working days?

Antwoord:
Gasunie expects a response to a request for quotation within three working

days, in which contractor confirms receipt of the request and confirms the ability to execute the order. Additionally, Gasunie expects to receive a quotation within 14 days after the request, unless explicitly agreed otherwise.

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Ref.nr. 18
Onderwerp: Draft Framework agreement – 3.1

Vraag:
What are the minimum qualification requirements in the selection guideline (RFI) of Gasunie

Antwoord:
For this tender there is no selection guideline (RFI) because the open procedure is followed, in which there is no selection phase. The minimum requirements can instead be found in the Tender Guide.

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Ref.nr. 19
Onderwerp: Draft Framework agreement - Annex 3

Vraag:
Which "bedrijfstak/ branch" will be used as a reference for the yearly price indexation?
What is meant by 'unit rates'.

Antwoord:
The branch that will be used for indexation is '70-74 Zakelijke Dienstverlening'. Unit rates only apply to the sample analysis for which a fixed all-in rate is offered per analysis.

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Ref.nr. 20
Onderwerp: Form C Pricing model

Vraag:
Our understanding is that Form C defines a limited number of standard rates that are binding for all subsequent Services and contracts within the frame of

the Framework agreement, but that it is not intended to be a comprehensive list of rates and prices of all the tasks that may be performed within the Framework agreement. Additional resources other than manpower, needed to perform services other than analysis, such as test facilities, test equipments, softwares, etc. shall be quoted according to other rates. Is our understanding correct ?

Antwoord:

All costs outside the standard rates may be passed on to Gasunie on a one-to-one basis after mutual agreement. This includes purchases of specific parts for an assignment or rental of specific measuring equipment that is not owned. Gasunie expects that the vast majority of matters can be handled in-house and covered by the standard rates. Experience shows that on average, +/- 10% of the annual scope is spent on such matters.

The standard rates must cover all internal overhead costs. Gasunie defines this as all personnel costs, standard equipment and measuring devices owned, travel expenses, own software (licenses), use of own laboratories, etc. Due to the broad scope, we can imagine that a gray area may occasionally arise. For example, the use of a very specific laboratory that may be owned but has high start-up costs when used. We cannot cover every situation in advance and will occasionally need to discuss whether or not to pass on costs.

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Ref.nr.
21

Onderwerp:
General terms and conditions

Vraag:

Will it be possible to discuss the terms of this contract and amend some of its provisions ? When will this discussion take place in the tender process?

Antwoord:

The moment for discussing the terms of the contract is in the current phase of the tender. Amendments are suggested in the questions and in some cases accepted and processed in the tender document by Gasunie. After contract award there will be limited room for amendments.

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22

Onderwerp:
General terms and conditions

Vraag:

What is the content of the « award report » mentioned in the list ?

Antwoord:

The award report describes the winning bid for this tender and consists of the offered quality levels and offered prices.

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23

Onderwerp:

General terms and conditions

Vraag:

Does changes tot the services imply the modification of the "Plan of Approach" mentioned in Annex 3?

Antwoord:

Yes, that is correct

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Ref.nr.

24

Onderwerp:

General terms and conditions

Vraag:

We propose to modify articles 5.6 and 5.7, so that every service provided will be covered by the contractual scope as follows :

Article 5.6 : “In urgent cases or in cases where no agreement has been reached about the amounts referred to in paragraph 4 of this article, the Service Provider is nevertheless obliged to act on a variation order immediately. In that case, the amounts that the change involves will be determined at a later date in consultation according to standards of reasonableness and fairness. The refusal to pay the amount requested by the Service Provider shall be duly justified.”

Article 5.7 : No performance of changes shall take place without a signed variation order from Gasunie is at the expense and risk of the Service Provider

Antwoord:

We agree with the proposed amendment of article 5.6. Article 5.7 is amended to read as follows: No performance of changes shall take place without a signed variation order from Gasunie. Performance of changes that takes place without a signed variation order from Gasunie are at the expense

and risk of the service provider.

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25

Onderwerp:
General terms and conditions paragraph 8.3

Vraag:

Could you please provide more details about the penalties ? We propose that the payment of penalties shall discharge the Service provider of any further compensation with regard to the delay. We propose the following modification in article 8.3 : « The Parties may agree a penalty in the Contract to encourage the Service Provider to carry out the performance in good time. If the Service Provider fails to meet the date of first delivery and/or any other date stated in the Contract as essential, it will owe a penalty per unit of time. The penalty does not replace compensation by virtue of the law. Penalties level per Contract shall not exceed the price of this Contract. »

Antwoord:

No penalty clause will be included in the contract, therefore article 8.3 will be deleted.

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26

Onderwerp:
General terms and conditions article 9

Vraag:

Which are the applicable guarantees under this contract?

Antwoord:

No guaranties as mentioned under article 9 apply tot the contracted services. Therefore article 9 of Annex 2: General terms and conditions services version 2020, will be deleted.

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Ref.nr.
27

Onderwerp:
General terms and conditions artical 9.5

Vraag:

Does the guarantee of hidden defects apply on this tender?

Antwoord:

No it does not. Article 9 will be deleted.

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Ref.nr.

28

Onderwerp:

General terms and conditions article 11

Vraag:

We consider that article 11 could result in the application of penalties disproportionate to the value of the Contract. We propose the following modifications :

Article 11 :1 : "The Service Provider is liable for all damage and costs suffered and to be suffered by Gasunie and third parties resulting from (i) an attributable failure related to the Services, (ii) defects in the Services, or (iii) wrongful acts or omissions on the part of the Service Provider or its Staff. The Service Provider will provide full compensation for this damage with due regard for the provisions of the second paragraph of this article. The Service Provider holds Gasunie harmless against all claims by third parties in these matters.

Article 11.2 : "If damage as mentioned in the first paragraph occurs and Gasunie itself suffers damage and this damage is not covered by the CAR insurance mentioned in article 10, paragraph 1, then the Service Provider's liability towards Gasunie is limited to the higher of (i) 15% of the price of each Contract € 500,000 or (ii) 15% of the value of the Contract, including the value of more/less work 500 000 euros as maximum aggregate liability for all Contracts concluded.

Article 11.3 : we propose to delete points c), d) et e) concerning the exceptions on the application of the liability caps.

Antwoord:

We agree on the proposal to delete point 11.3 c, d and e as they are not relevant for the services provided under this contract. As we see no differences in the meaning of your proposed text for article 11.2 from the existing text we will not make any amendments in this article.

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29

Onderwerp:

General terms and conditions article 11

Vraag:

Could you provide us with a definition of the “Contract” : we understand that the "Framework Contract", each “Purchase order” and “Further Contracts” are “Contracts”? Is that correct? Are there other contracts?

Antwoord:

The definition of Contract can be found in Annex 2: General terms and conditions Services version 2020 under Article 1 'Definitions'

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31

Onderwerp:

General terms and conditions article 12.8

Vraag:

We propose to replace the wording “after the end of the contract” with a more precise delay. Would "24 months" be acceptable ?

Antwoord:

Gasunie agrees on this amendement

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Ref.nr.
32

Onderwerp:

General terms and conditions

Vraag:

What is the content of the Dutch General Intelligence and Security Service (AIVD), mentioned in article 14.13 ?

Antwoord:

As no screening will take place for this contract, this article will be deleted.

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Ref.nr.
33

Onderwerp:

General terms and conditions article 15.1

Vraag:

We propose to replace the word « immediately » (2nd phrase of the paragraph) with a more precise delay.

Antwoord:

The article will be amended to read 'within a reasonable period' instead of 'immediately'. If relevant this reasonable period will be determined in the purchase order.

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34

Onderwerp:

General terms and conditions article 15.5

Vraag:

We propose to amend this article as follows :
“The assessment of the condition of the returned materials is the prerogative of Gasunie and binding upon the Service Provider and will take place immediately [or a precise delay equivalent to that in article 15.1] to be set after they are received within a reasonable period of time after they are returned ”.

Antwoord:

Gasunie does not agree on this amendment. Instead Gasunie amended article 15.1 to be aligned with the requirements in article 15.5.

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35

Onderwerp:

General terms and conditions article 17

Vraag:

We understand that article 17.4 is referring to worksites other than Gasunie’s closed sites referred to in article 17.5. Is our understanding correct?

Antwoord:

As for the services in the scope of this agreement no worksites other than Gasunie's own existing worksites have to be visited article 17.4 will be deleted.

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Ref.nr.
36

Onderwerp:

General terms and conditions article 21.8

Vraag:

We consider that it is important to precise the time limit for the liability of the Service provider. We propose the following modification :

“ Neither any failure on the part of Gasunie to control or inspect, nor the absence of Gasunie when inspections or tests are being held, nor the failure of Gasunie to reject any part of the work or the Services due to non-conformity with the Contract, discharges the Service Provider from any obligation or liability related to the performance of the Contract and within a reasonable delay no longer than 24 months after of the completion of each Service.”

Antwoord:

Gasunie agrees on this amendment.

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Ref.nr.
37

Onderwerp:

General terms and conditions article 25.1

Vraag:

We propose the following modification, as external consultants may be engaged for the performance of the Contracts.

“The Parties will treat all Confidential Information that is divulged by or on behalf of the Parties for the purpose of the Contract as confidential and will ensure that members of staff , service providers and consultants who are or will be engaged by a Party in the performance of the Contract will also respect the confidentiality of such information. The Party that divulges Confidential Information will stipulate that the third party that receives such information will respect the confidentiality of the information as provided in this article.”

Antwoord:

Gasunie agrees on this amendment.

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Ref.nr.
38

Onderwerp:

General terms and conditions article 26.6

Vraag:

Does Gasunie grant to the Service provider a license to exploit the results

produced under the Contracts ?

Antwoord:

As stated in requirement 23 of Annex 1 Program of requirements Gasunie becomes the owner of the intellectual property of reports, files and information provided by the service provider. After consultation and mutual agreement Gasunie may grant the service provider a license for the use of the results produced under the Contracts.

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Ref.nr.
39

Onderwerp:
General terms and conditions article 31

Vraag:

We propose to replace article 31 with the following clause :
As part of the Services, each party independently collects, either directly or indirectly, personal data related to the users of the other party, which are subject to automated processing. These processes are carried out in accordance with the applicable regulations, including the amended Law No. 78-17 of January 6, 1978, as well as the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), and are intended to manage the relationship with the other party (business activities management, information, complaints management, billing, accounting, payment processing, collections, order process improvement, loyalty programs, etc.). Each party shall be solely responsible for any damages caused by the processing it implements regarding personal data and which might constitute a violation of the applicable regulations. No joint liability shall be imposed on the parties.

Antwoord:

Gasunie deems the proposed amendment irrelevant as no personal data will be processed under this agreement.

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Ref.nr.
40

Onderwerp:
Annex 3: Draft framework agreement article 1

Vraag:

Would it be possible to include a reference to the GDPR, rather than solely referring to the Dutch personal data protection act?

Antwoord:

Gasunie agrees on the need for this amendment. The reference to the Dutch personal data protection act will be replaced for a reference to the GDPR.

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Ref.nr.

41

Onderwerp:

Annex 3: Draft framework agreement article 1.5

Vraag:

Regarding the sentence “The Contractor is obliged to respond to a quotation request within 3 working days,” is this a simple yes/no response within the 3 working days? Or does it refer to a response period, followed by a separate timeframe of ten days for a fully detailed quotation? Additionally, is the 3-day period negotiable?

Antwoord:

Gasunie expects a response to a request for quotation within three working days, in which contractor confirms receipt of the request and confirms the ability to execute the order. Additionally, Gasunie expects a quotation within 14 days unless explicitly agreed otherwise.

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Beantwoord op: 30 okt. 2024

Ref.nr.

42

Onderwerp:

Annex 3: Draft framework agreement article 3.1

Vraag:

Regarding the sentence “The Contractor does not perform at the agreed quality level or within the established performance standards (Annex 5) and has not improved its performance to the minimum required level within a period of 6 months after the first negative assessment report,” what is the frequency of these assessment reports? Also, how is a “negative” or “positive” assessment report defined?

Antwoord:

The established performance standards refer to the program of requirements and the level of quality offered by the awarded contractor in their bid for this tender. This bid will be added to the framework agreement as Annex 5. A positive assessment report will be formulated when the contractor's services at least meet the levels as stated in the program of requirements and Annex 5 of the framework agreement. A report will be formulated yearly or if the

contractmanager deems reporting necessary based on signals received from contract users.

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Ref.nr.
43

Onderwerp:
Annex 3: Draft framework agreement article 3.2

Vraag:

Regarding the Contractor's entitlement to compensation from Gasunie, is it possible to consider compensation for costs already incurred in the performance of the framework contract? We propose the following modification :

"In the event of termination of the Framework contract on the basis of one or more of the above grounds, the Contractor has no right to any form of compensation by Gasunie except for the expenses already engaged for the performance of the Framework contract."

Antwoord:

Gasunie agrees on this amendment

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Ref.nr.
44

Onderwerp:
Annex 3: Draft framework agreement / Annex 6

Vraag:

How exactly does the framework contract connect with this Further Agreement? Under what circumstances would a Further Agreement be concluded instead of an order or assignment? Additionally, is there a single Plan of Approach, or are there multiple plans, one for each service?

Antwoord:

The addition of Annex 6: 'Further agreement' will be deleted as for this agreement the order, combined with the signed quotation will serve as further agreement. For each different assignment you could be asked to make a specific plan of approach if relevant. For most assignments however a quotation will suffice.

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Ref.nr.

45

Onderwerp:

Annex 3: Draft framework agreement / Annex 6

Vraag:

Regarding the phrase “the Contractor shall submit a Plan of Approach for approval to Gasunie,” can the Plan be modified after submission for approval?

Antwoord:

Annex 6: 'Further agreement' will be deleted. If relevant contractor can be asked to provide a plan of action with the quotation. After consultation and with mutual agreement this plan of action can be amended after the start of an assignment.

Percelen:

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30 okt. 2024

Ref.nr.

46

Onderwerp:

Annex 3: Draft framework agreement / Annex 6

Vraag:

What is the deadline for the submission of the plan? At what point should the "Assignment" be considered finalized?

Antwoord:

For each assignment a planning will be agreed upon in the quotation.

Percelen:

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Beantwoord op:

30 okt. 2024

Ref.nr.

47

Onderwerp:

Annex 3: Draft framework agreement

Vraag:

To what extent can Gasunie accommodate deviations from the 'all-in' price included costs? Specifically, certain costs highly depend on the nature of the work. Given the low predictability and scope of work, is Gasunie open to excluding costs like transport, travel, accommodation, and meals, as well as limiting the cost items to a specified list while omitting all other expenses?

Antwoord:

The offered prices in the pricing model are 'all-in' prices in which overhead costs are included as stated in requirement 26 in the program of requirement. Under '1.6 Request and Pricing' a detailed description is given of the way of

working considering additional costs.

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Ref.nr.
48

Onderwerp:
Annex 3: draft framework agreement / Annex 1

Vraag:
How much leeway does Gasunie allow for deviations from the General Terms and Conditions Services 2020?

Antwoord:
Gasunie can only answer to specific suggestions for amendments in the contract documents. See other answers in this note of information for granted amendments.

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Ref.nr.
49

Onderwerp:
Annex 3: Draft framework agreement

Vraag:
Can Gasunie confirm that the 'Further Agreements' are a type of call-off under the Framework Agreement and not separate and independent contracts.

Antwoord:
That is correct, Annex 6: Further agreement will be deleted from the framework agreement. The call-of or order combined with a signed quotation will serve as further agreement under the framework agreement.

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Beantwoord op: 30 okt. 2024

Ref.nr.
50

Onderwerp:
General terms and conditions

Vraag:
Provided Further Agreements are call-offs, is it allowed to propose the use of pre-agreed terms as contractual basis for the Framework Agreement with minor modification to reflect the nature of the Framework Agreement?

Antwoord:

Gasunie can only answer to specific suggestions for amendments in the contract documents. See other answers in this note of information for granted amendments.

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Ref.nr. **Onderwerp:**
51 General terms and conditions

Vraag:

In the event that, Further Agreements are separate contracts only incorporating the terms of the Framework Agreement, please confirm that the General terms and conditions should only apply to the Further Agreements and that the Framework Agreement itself is only from general nature defining the key elements like the parties, term, termination.

Antwoord:

General terms and conditions apply to all assignments executed under the Framework agreement unless agreed upon otherwise.

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Ref.nr. **Onderwerp:**
52 General terms and conditions article 12.1

Vraag:

We wish to amend this article as follows in order to compensate the Service provider for early termination :

"Gasunie has the right to terminate ("beëindigen") all or part of the Contract early with immediate effect at any time by giving notice in writing to the Service Provider. The Service Provider will stop performing the services immediately upon receipt of the written notice of termination or on the date specified therein. The Parties will consult with each other about the consequences of the termination ("beëindiging")

The termination of the Framework Contract does not imply the automatic termination of the ongoing Contracts.

The termination of any Contract does not, in fact, automatically result in the termination of the Framework Contract.

In the event that Gasunie wishes to terminate a Contract or an Order, Gasunie shall pay to the Service Provider the following amounts:

- the price of the Services performed on the effective date of termination;
- If the termination of the Contract of the Order is notified to the Service Provider during the execution of said Order, Gasunie must pay a fixed

termination indemnity set at 20% of the amount corresponding to the Services ordered and not performed on the effective date of termination. In the event that Gasunie wishes to terminate the Framework Contract, Gasunie shall pay a termination indemnity which covers all potential damages related to this termination and set at 100 000 euros.

Antwoord:

Gasunie agrees on the following amendment:

"Gasunie has the right to terminate ("beëindigen") all or part of the Contract early with immediate effect at any time by giving notice in writing to the Service Provider. The Service Provider will stop performing the services immediately upon receipt of the written notice of termination or on the date specified therein. The Parties will consult with each other about the consequences of the termination ("beëindiging")

The termination of the Framework Contract does not imply the automatic termination of the ongoing Contracts.

The termination of any Contract does not, in fact, automatically result in the termination of the Framework Contract.

In the event that Gasunie wishes to terminate a Contract or an Order, Gasunie shall pay to the Service Provider the following amounts:

- the price of the Services performed on the effective date of termination;

Gasunie wishes to clarify that we do not intend to terminate the contract prematurely. In the exceptional case that Gasunie decides to do so, it will only occur after repeated and extensive consultation. Gasunie is looking to establish a long-term partnership, where both partners can maximize the benefits of the cooperation.

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Onderwerp:
General terms and conditions article 12.6

Vraag:

We propose the modification of the article 12.6 so as force majeure consequences become reciprocal :

"The Service Provider is, without further notice of default, liable for the consequences of its failure to fulfil the Contract or to fulfil it on time or properly unless the failure cannot be attributed to the Service Provider (force majeure). If a Party the Service Provider relies on force majeure, the other Party Gasunie has the right to grant a postponement and to change the essential dates in accordance with article 8, paragraph 2, or to dissolve ("ontbinden") the Contract without being obliged to pay any compensation".

Antwoord:

Gasunie agrees on making this article reciprocal by making the following amendment:

“The Service Provider is, without further notice of default, liable for the consequences of its failure to fulfil the Contract or to fulfil it on time or properly unless the failure cannot be attributed to the Service Provider (force majeure). If a Party relies on force majeure, the other Party has the right to grant a postponement and to change the essential dates in accordance with article 8, paragraph 2, or to dissolve (“ontbinden”) the Contract without being obliged to pay any compensation”.

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Onderwerp:
Annex 3: Draft framework agreement article 3.1

Vraag:

There is no entitlement for compensation if Gasunie terminates the FA for the reasons specified in 3.1 – Can Gasunie consider an amendment such as "except for work completed up to the termination date".

Antwoord:

Gasunie agrees on this amendment as stated in answer 52 of this note of information

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Onderwerp:
General terms and agreements article 18.3

Vraag:

Does Gasunie provide the specialized equipment on sites with risks other than those usually encountered at gas sites, such as chemical risk for instance?

Antwoord:

If there are any risks other than normal on a gas site, this will be discussed in advance. If necessary Gasunie can supply specialized equipment needed to handle these situations. Experience has shown that this has not been applicable for the services under this agreement so far.

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Onderwerp:

Annex 3: Draft framework agreement article 4.2

Vraag:

Regarding the sentence “this price should be in line with the pricing”, could you clarify what is meant by “in line” in this context? What criteria are used to determine this?

Antwoord:

This means that the offered prices in a quotation should be based on the tariffs as offered in the bidders pricing model. No deviations on these offered prices are allowed other than agreed upon indexations.

Percelen:

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Onderwerp:

General terms and conditions article 25.3

Vraag:

What is the concept of participation according to the article 2:24c of the Dutch civil code

Antwoord:

Article 2:24c of the Dutch Civil Code defines the concept of “participating interest” (deelneming). According to this article, a legal entity or company has a participating interest in another legal entity if it, or one or more of its subsidiaries, provides or causes to provide capital to that entity with the intention of establishing a lasting connection for the benefit of its own activities¹.

Gasunie has several participations such as:

- Gasunie Transport Services (GTS): This subsidiary is responsible for managing the gas transmission network in the Netherlands.
- Gasunie Deutschland: This subsidiary manages the gas transmission network in Germany.
- Hydrogen Projects: Gasunie is actively involved in developing hydrogen infrastructure, which is a crucial part of our energy transition strategy.
- Green Gas and CO2 Projects: Gasunie also invests in projects focused on green gas and CO2 storage and transport.

Percelen:

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30 okt. 2024