



Memorandum of Information European Tender for 'Expert support: Cost effectiveness and business case analyses for future wind farm sites', reference 202410004/ WOZ2240183

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In this Memorandum of Information, the Contracting Authority provides answers to the questions raised by Tenderers concerning the Tender. This Memorandum of Information forms an integral part of the Tender Document and the Contract.

Attached to this Memorandum of Information is the ESPD in English.

nr.	Subject	Question	Answer
1.	Annex 7 Arvodi 2018– art. 3 – new clause proposed	Annex 7 – to be added a new clause 3.3 For the avoidance of doubt, nothing contained in this Agreement or other document referred to therein or term implied by statute shall be construed as imposing on the Contractor any obligation or undertaking to give any express or implied warranty or guarantee as to fitness for purpose or suitability for use and nothing shall impose on the Contractor any greater obligation than that of using the degree of skill and care reasonably applicable to this type of services.	The Contracting Authority does not accept your proposed amendment.
2.	Annex 7 - art. 20 – new clause proposed	Annex 7 – to be added a new clause 20.3. Nevertheless, the Contractor will not be held liable for delays beyond its control and/ or attributable to Contracting Authority or Contracting Authority's other consultants, contractors, third parties or public authorities and will be entitled to time extension in this regard.	The Contracting Authority does not accept your proposed amendment. Article 20 states that the Contractor will immediately notify the Contracting Authority if there is any risk of the performance of the Services being delayed, not the liability. Article 20 states the Liability.
3.	Annex 7 – art. 21.3 – new clause proposed	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 is limited to the following amounts: – for Contracts whose total value is less than or equal to €50,000: €150,000 per event and €300,000 in aggregate for each year or	The Contracting Authority does not accept your proposed amendment. Although the law (Burgerlijk Wetboek) does not, in principle, limit the Parties' liability for any damage they may cause, the current version of the ARVODI nonetheless places a limit on the Parties' liability. The limitation of liability referred to

		part of a year that the Contract has been in force; – for Contracts whose total value is greater than €50,000 but less than or equal to €100,000: €300,000 per event and €500,000 in aggregate for each year or part of a year that the Contract has been in force; – for Contracts whose total value is greater than €100,000 but less than or equal to €150,000: €500,000 per event and €1,000,000 in aggregate for each year or part of a year that the Contract has been in force; – for Contracts whose total value is greater than €150,000 but less than or equal to €500,000: €1,500,000 per event and €3,000,000 in aggregate for each year or part of a year that the Contract has been in force; – for Contracts whose total value is greater than €500,000: €3,000,000 per event and €5,000,000 in aggregate for each year or part of a year that the Contract has been in force. The Parties shall have no liability to each other under this Agreement for any loss of profit or use, and any indirect or consequential losses of any nature and/ or howsoever caused.	above will not apply in the cases a until e. The Contracting Authority will limit the Parties' liability any further.
4.	Annex 7 – art. 20 – new clause proposed	Annex 7 – to be added a new clause 20.10 – Notwithstanding the foregoing: (i) the Contractor may use in other engagements its general skills, know-how, and expertise, whether pre-existing or gained under this Agreement, so long as it acquires and applies such information without disclosure of Contracting Authority 's confidential information; and (ii) the Contractor shall retain all ownership rights to its trademarks and to any commercially available products developed independently of this Agreement that are provided to the Contracting Authority. The contractor retains an irrevocable licence to use the intellectual property rights incorporated into the transferred deliverables for any business related purpose.	The Contracting Authority does not accept your proposed amendment. Article 20 refers to potential delays, perhaps Tenderer means article 24? The scope of the proposed clause is already covered by Article 24.3.
5.	Annex 7 – art. 26 – deletion proposed	Propose to delete: 26.1 c. loss of or damage to business property (including as a result of fire or theft), including items of property owned by the Contracting Authority.	The Contracting Authority does not accept your proposed amendment.

6.	Annex 7 – art. 32	Provisions which by their nature are intended to persist after the Contract has been performed will remain in force after the expiry of the Contract, for another 3 (three) years. These obligations include in any event the provisions on guarantees (article 3), liability (article 21), intellectual property rights (article 24), confidentiality (article 13), and disputes and applicable law (article 33).	The Contracting Authority does not accept your proposed amendment.
7.	Independency requirements	The independency requirements state that the contractor and subcontractors must not have any financial or business interests in the results of the investigations or perform conflicting work during the agreement's lead time. If our organization supports developers bidding for specific wind farm zones, such as IJmuiden Ver Gamma or Nederwiek, would this constitute a conflict of interest or breach the independency requirements? Could you clarify under what conditions such prior work would be permissible?	Simultaneously working on the same wind farm site for a developer and for RVO would indeed create a conflict of interest, as it breaches the independency requirements. However, once the Contractor's work on the business case for a specific site is published on the website of RVO and made publicly available, the Contractor is free to support a developer for that site without violating the independency conditions. The independency requirements may be discussed on a case-by-case basis. It is up to the Contractor to inform the Contracting Authority if a potential (appearance of) conflict of interest could come up. The Contractor can then explain why, in its opinion, there is or is not a conflict of interest. The final decision is always made by the Contracting Authority.
8.	Junior Expert	Why are we requested to provide a junior expert as part of the core team?	The Contracting Authority believes that certain tasks in this assignment can be effectively performed by a junior expert. In addition, it is considered essential to provide opportunities for young professionals to develop and grow in their field.
9.	Independency requirements	The independency requirements state that the contractor and subcontractors must not have any financial or business interests in the results of the investigations or perform conflicting work during the agreement's lead time. If our organization supports developers bidding for specific wind farm zones, such as IJmuiden Ver Gamma or Nederwiek, would this constitute a conflict of interest or breach the independency requirements? Could you clarify under what conditions such prior work would be permissible?	See answer to question 7.

10.	Subprojects pricing	It is expected that approximately 10-15 subprojects will be deployed during this contract, should the tenderer estimate the price and hours per subproject? Additionally, is there any expectation or possibility that the contract scope could extend beyond 15 subprojects?	No, Tenderers should estimate the total price and hours for the entire contract. It is possible that there may be more than 15 subprojects, as the number given is only a guideline. Moreover, the size of each subproject may vary.
11.	Conflict of interest	Please confirm if tenderer is successful in this scope of work, whether this would automatically preclude involvement in future Netherlands offshore wind projects linked to this scope. It is acknowledged that conflicts of interest would need to be reviewed on a case by case basis and tenderer has mechanisms in place to segregate teams and information to manage such conflicts.	Being awarded this scope of work does not automatically preclude involvement in future Netherlands offshore wind projects related to this scope. See answer to question 7.
12.	Objective	It is expected that 10-15 subprojects will be deployed during this contract. What is meant with subprojects: wind farm zones (windgebieden), wind farm sites (kavels) or layout alternatives (opstellingsalternatieven)? To what extent are the subprojects unique in their characteristics? I.e. will there be an overlap or are these effectively 10-15 separate projects for which expertise is requested	The term "subproject," refers to several layout alternatives (opstellingsalternatieven). Multiple subprojects may relate to the same wind farm site, so there might be overlap in characteristics. While subprojects may be for different wind sites, they will all be assessed using a consistent methodology to analyze the business case.
13.	Objective	The tender states that "A secondary goal is to determine the absolute values of the main drivers". Which level of detail is expected for the 'absolute values of main drivers'? At an overall CAPEX/OPEX/AEP level, or should it also be given on a sub-component level (foundation, electrical cabling, operational maintenance, wake losses)? Caution is advised when interpreting absolute LCOE values, as they are subject to (non-controllable) external drivers, such as inflation, future steel pricing, installation vessel availability.	The Contracting Authority requests absolute values at the overall CAPEX/OPEX/AEP level.
14.	Wind data	RVO has made many wind resource and metocean datasets available for individual offshore wind farm sites. Does RVO mandate the use of these datasets, or does RVO have no particular preference on this?	The Contracting Authority does not mandate the use of its wind resource and metocean datasets for individual offshore wind farm sites. However, these datasets are made available to provide a reliable and consistent basis for analysis. Tenderers are free to use alternative datasets if they believe these better fit their methodology, provided they clearly justify their choice.

15.	Model simulations	Are there specific requirements related to wake modelling? To illustrate, more complex wake models are essential to accurately estimate wake losses (on of the largest cost factors) but they are more expensive. If no such requirements exist, the use of simplistic engineering wake models might be preferred due to its low costs despite its low accuracy. A low accuracy will lead to low reliability of the LCOE output, which would be undesirable for RVO.	The Contracting Authority expects the use of advanced wake models to accurately estimate wake losses. Since wake losses can significantly impact LCOE results, a highly accurate model is recommended.
16.	Costs	Section 3.7.2 states that "Prices/rates must [...] include all of the following: [...] equipment and machinery during the assignment." Does this also include costs for model simulations?	Yes, the costs for model simulations should be included, as they are considered part of the equipment and tools needed to perform the assignment.
17.	Design options	Could you specify what is meant with 'various design options' (section 2.1, paragraph 1)?	By "various design options" refers to different layouts of the wind farm sites. This may include, for example, variations in site division (verkaveling), total capacity or turbine characteristics.
18.	Tenderdocument: Article 26.2 ARVODI-2018	"Article 26.2 ARVODI-2018 stipulates that the Contractor must, at the Client's request, immediately provide (a certified copy of) the policies and proof of premium payment in respect of the insurance policies or a statement from the insurer regarding the existence of these policies and the payment of the premium. For competition reasons, we do not provide access to our policies. Copies of insurance certificates are available, demonstrating compliance with insurance requirements. Is it sufficient to provide a copy of an insurance certificate?	The Contracting Authority accepts your proposal, it is sufficient to provide a copy of an insurance certificate.
19.	Tenderdocument: Article 21 ARVODI-2018	Article 21 ARVODI-2018 does not contain a lapse or limitation period. Therefore we fall back on the statutory limitation period (Article 3:310 BW). Liability can therefore continue for up to 20 years after the event causing damage. However, our advice is based on current reality and this reality is constantly subject to change. As a result, after a number of years the actual situation may differ from our advice to such an extent that our advice no longer fits the new situation. After all, the applicability of the advice depends on changes in the actual	The Contracting Authority does not accept your proposal. Although the law (Burgerlijk Wetboek) does not, in principle, limit the Parties' liability for any damage they may cause, the current version of the ARVODI nonetheless places a limit on the Parties' liability. The Contracting Authority will not limit the Parties' liability any further.

		situation that occur in the course of time. We therefore kindly request you to link up with the regulations commonly used within the industry (such as the DNR 2011). We would like to see the liability lapse if 5 years have passed after the completion of the work pursuant to the assignment. Is it possible to add such a provision?	
20.	Tenderdocument: 5.2.3 - Award criteria Plan of Approach (p. 20)	In the table at 5.2.3 Award criteria Plan of Approach, you request an approach for the requested activities. In the remainder of the tender document no further specified activities can be found. Can you be more specific about your requested activities?	The sentence ' <i>Explanation of the approach taken for the requested activities</i> ' can be deleted, because Contractor is asked to provide a plan of approach which has to be based on the aspects mentioned in section 5.2.3.
21.	Tenderdocument: 3.5 - Requirements with respect to independency (p. 10)	You state "Contractor and subcontractors do not perform work with a potential conflict of interest during the lead time of the contractual Agreement.". What is the view of contracting authority on providing consulting services to e.g. projectdevelopers during the duration of this project.	See answer to question 7.
22.	Tenderdocument: 3.1 - Performance curves (p. 9)	You state "Modelling turbine availability and performance curves over time within a wind farm.". How should we interpret the term performance curves, what do these curves show? Could this be a mixup with the term power curve which shows the turbine output power as function of windspeed? Or do you intend variation of performance over lifetime due to potential start-up hick-ups and to degradation over time.	The term "performance curves" in this context refers to the variation in turbine efficiency and output over time, considering factors such as start-up issues, operational inconsistencies, and long-term degradation of components. So, to clarify, it is refers to a broader concept of performance over time, not just the immediate output power under varying wind conditions.
23.	Tenderdocument: 3.1 - Cost effectiveness analysis	Could RVO provide more insights on the assessments needed? Are we looking for LCOE numbers only, or also at additional business case assessments; like an assessment of offtake scenarios?	For this assessment, the Contracting Authority focuses primarily on the Levelized Cost of Energy (LCOE) numbers and does not require an evaluation of off-take scenarios. Our current analysis is centered around the cost of energy production itself, without delving into the specifics of power purchase agreements, detailed financial analyses or other revenue assessments at this stage.

24.	Tenderdocument: 2.3 - Contract period (p. 8)	Could RVO provide more insights on the expected work distribution over the contract period of three years. In other words: when does RVO intend to call off the works?	The work distribution over the three-year contract period will depend largely on developments within the Ministry and the timeline of the tenders. That said, the Contracting Authority expect a subproject to begin immediately from the start of the contract. Although the Contracting Authority cannot provide a detailed schedule at this time, care will be taken to keep Contractor informed as the timeline and work assignments become more defined.
25.	Tenderdocument: 2.1 - Description and objective of the assignment (p. 8)	You state that the goal of these studies is to "compare the relative differences between various design options within a wind farm and to benchmark them against the LCoE of previously developed wind farms." What do you intend to do with this information/knowledge once obtained?	Once this information is obtained, it is immediately shared with the Ministry of Climate and Green Growth, ensuring they have a clear understanding of the potential costs and feasibility before opening the tender of the wind farm site. In addition, the LCOE studies are published on our website (or that of another government agency), making this information available to a wider audience for transparency.
26.	Scope	RVO wishes to explore whether the newly developed windfarms are economically viable. The scope of the tender is for expertise on the costs of wind farms, can you confirm that any revenue assessments will not be part of the requested services?	See answer to question 23.
27.	Scope	The tender states that "It is possible that the services specified in the contract may change in the event of [...] changes to [...] the targets that must be met". Can you please elaborate what targets are meant?	It concerns unforeseen events that could impact the completion of the task and therefore change the target that was initially set.
28.	Scope	When benchmarking resulting LCOEs against those of previous projects, does RVO expect this to be limited to Dutch projects only, or projects in all markets?	Yes, in benchmarking the resulting LCOE is expected to be limited to recent Dutch projects that have already been tendered. The comparison will focus on these projects to provide a more accurate and relevant benchmark within the context of the Dutch market.

29.	Objective	When benchmarking resulting LCOEs against those of previous projects, does RVO expect LCOE of past projects to be calculated: - Using auction result data? - By calculating LCOE independently using project parameters and market conditions at the time of development/construction? - By calculating LCOE independently using project parameters and market conditions of today?"	The Contracting Authority expects LCOE of past projects to be calculated by independently calculating the LCOE using the project parameters and market conditions at the time of development and construction.
30.	Scope	What level of detail is required when siting turbines for the purpose of LCOE and energy yield optimisation? Do we vary inputs at a site level or at a turbine-by-turbine level?	Inputs are varied at a site level.
31.	Scope	What is the expected split of resource between site cost and energy analysis, and providing ad-hoc expert support and advice?	The Contracting Authority expects that most of the work will be focused on site cost and energy analysis, but also wants expert support and advice throughout this process.
32.	Scope	The tender mentions that 10-15 subprojects to be analysed. For each, beyond initial baseline design, how many design variables are expected to be optimise (number of design options)?	It is challenging to provide a precise estimate because it depends on the Ministry needs and evolving circumstances. However, it is expected to be about 4 to 8 design options.
33.	Scope	Is RVO expecting to baseline LCOE using a more simplified LCOE analysis or a detailed financial analysis for each simulation?	See answer to question 23.
34.		What will be the level of LCoE requested? Would it cover offshore costs from OSS onward, or would it cover OSS, export cables and onshore connection too?	Covers offshore costs starting from the OSS onwards. The OSS, export cables and onshore connection are excluded from the scope.

35.		We have not seen reference related to hydrogen based transition in RfP. Would any study regarding the LCoH (hydrogen) be considered in future wind zones?	Yes, as mentioned in section 5.2.1, it would be beneficial if the tenderer could demonstrate expertise in other key performance indicators, such as LCoH. This may be taken into account for future wind farm sites.
36.		What kind of inputs are available for future zones 6/7, in terms of bathymetry, soil and metocean conditions? Will tenderer have detailed insights for these Zones?	It is expected that results for sites desk and insitu studies will become available in 2025 and could be used as input for upcoming subprojects in this contract.
37.		There is a focus on LCoE. But business case is also determined by IRR/NPV. Considering recent no-bid event in Denmark, Should tenderer also include an NPV/IRR analysis, including some kind of analysis of electricity prices and potential for curtailment due to overproduction in the future? It is a key question to understand for future developers if they can a) Sell their electricity at all, and b) Sell it at a profitable price.	See answer to question 23.
38.		Should tenderer consider any kind of hybrid modeling? Should elements like battery storage, sub sea energy storage, H2 production, lower power density be considered for future tenders?	As mentioned in the document, other key indicators, such as LCOH, may be part of future assignments. For this assignment, it is mainly focused on the cost of energy production and energy yields. Please see 5.2.3. Award criteria relating to Plan of Approach. In which the following aspects are mentioned : - Adaptation to New Insights - Advisory Role and Critical Analysis of Data Inputs. The Contracting Authority encourage the Contractor to provide advice on these technologies when needed during the modeling process.

End of Memorandum of Information