

Memorandum of Information

The procurement and processing of satellite data for the Netherlands Satellite Data Portal		
Date: October 2, 2025		
Question nr.	Question	Label/subject/topic
Question 1	2.6: Penalty clause: What is exactly meant with "each day" in: <i>"each day that it fails to perform the Primary acquisition(s) and/or Supplementary acquisition(s)"</i>	
Answer 1	With 'each day' it is meant the cumulative number of days starting after the effective (i.e. including the maximum two weeks shift in time compared to the original schedule of Acquisitions, where applicable) end date of each Acquisition period. E.g. the Tenderer proposed an Acquisition period from 1 March to and including 15 April. During the execution of the project, the Contractor decided to extend this Acquisition period with two weeks to and including 29 April. Then the first day the penalty clause will be invoked – in case of a failed performance of the acquisition in question as agreed – is 30 April, the second penalty day is 1 May, the third penalty day is 2 May, etc. until the acquisition is performed as agreed, or the maximum of 10% of the total maximum price specified is reached.	
Question 2	2.6: Penalty clause: What can be covered by "the right of damages" in the phrase below? <i>The penalty will be payable to the Contracting Authority, without prejudice to all other rights and claims, including: b. the "right to damages".</i> Is this an option for a claim of potentially unlimited size for a damage that occurs by not fulfilling the supply contract for 100% accurate?	
Answer 2	Given the nature and scope of this assignment and the associated risks, liability is limited as follows: €150,000 per event and €300,000 for each year or part of a year that the Contract has been in force. Clarification of the penalty clause: The penalty clause applies specifically to the requirements 3.1.1. AOI and 3.1.6. Cloud cover. In case other requirements are not performed in full in accordance with the Contract terms, then the Contracting Authority 1) expects this will be proactively communicated in advance by the Contractor, 2) the Contracting Authority and the Contractor will enter into a	

	<p>discussion in order to resolve the issues and work towards an appropriate solution, whereby the Contractor shall be given the opportunity to rectify the work.</p> <p>If, despite the opportunity to rectify the work, the Contractor still repeatedly and structurally fails to meet the requirements (other than requirements 3.1.1 and 3.1.6) to an extent where the nature and extent are such that it seriously affects the quality of the deliveries, the Contracting Authority still has the right to invoke this penalty clause with respect to the other requirements.</p>	
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