



1st Memorandum of Information European tender for the provision of professional services by a Technical Support Organisation (“TSO”)

Date: June 18, 2025

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 202409075 and TenderNed reference 528527).

Instructions for the Second Question Round:

If you have questions for the second question round, please submit them exclusively in English via the TenderNed platform. We kindly ask you to preferably use the Question and Answer form (Annex 6). This form should be completed as a Word document and uploaded as an attachment to your message to the Contracting Authority. Please do not upload the form as a PDF.

Alternatively, you may also use the question module within TenderNed.

No.	Chapter/ Paragraph from the selection instructions/the Tender Document	Question	Answer
1.	Annex 7b - Central Government Integrity Code of Conduct	Could you please provide the Central Government Integrity Code of Conduct in English?	Unfortunately, we only have a Dutch version of this document available. We kindly ask you to arrange for the translation yourself.
2.	Article 7 Use of Contracting Authority's property	Article 7 says: <i>The Parties may agree that, in performing the Services, the Contractor may make use of property belonging to the Contracting Authority, which the Contracting Authority has lent to the Contractor for this purpose. The Contracting Authority may attach conditions to the loan of this property.</i>	Your question appears to refer to Article 7 of the General Terms and Conditions (ARVODI 2018). This may involve the use of laptops, telephones, and one or more cloud-based work environments. It is also possible that you will be granted access to and/or permitted to use research materials, reports, etc. In principle, no costs will be charged for such use.

		Could you please detail what kind of property you are referring to? Should the loan cost be included in the prices?	However, the Contracting Authority may impose specific requirements relating to security, confidentiality, processing, and integrity. Should it be applicable that you make use of the Contracting Authority's property, further agreements will be made in this regard.
3.	Annex 7c - Code of Conduct for the Digital Working Environment	Could you please provide the Code of Conduct for the Digital Working Environment in English?	Unfortunately, we only have a Dutch version of this document available. We kindly ask you to arrange for the translation yourself.
4.	Final - Tender document TSO – 202409075-3.9 Requirements relating to social return	Are social (sic) return pilot projects costs to be included in the hourly rates?	No, these costs are not included in the hourly rates. You will need to cover these costs yourself. Social Return is about giving something back to society. Please note that the Social Return you implement must be related to the scope of the tender.
5.	Final - Tender document TSO – 202409075- 4.3.2 Reference data (technical qualifications)	It is mentioned that "<i>The references must also demonstrate that they have a total value of at least 10 million euros excl. VAT.</i>" Please be so kind as to confirm if each reference for each competence has a total value of at least 10 million euros excl. VAT or the value of all the provided references for all competences together is at least of 10 million euros excl. VAT	To demonstrate that you possess a core competence, you may submit no more than one reference per competence. If multiple core competences can be demonstrated using the same reference, this is permitted. The combined value of all submitted references must amount to €10 million or more. If you use the same reference to demonstrate multiple core competences, its value will not be counted more than once. Please ensure that the value of the reference(s) is at least €10 million, excluding VAT.
6.	Final - Tender document TSO – 202409075- 6.1 Assessment of the Tender's completeness and legal validity and 7.3.22 Agreement Conditions	It is mentioned that "3. No provisions have been made by the Tenderer" . But in paragraph 7.3.22 Agreement Conditions it is said that The Tenderers have the opportunity to ask questions, make comments and propose textual amendments. Therefore, could you clarify if it is possible to include in the Tender comments/proposed modifications to ARVODI 2018 - Government terms and conditions and Draft Framework Agreement - arvodi-2018 that could be negotiated in case of award? If yes, could you be so kind as to indicate where in the we (sic) should include them? In "other documents"? Or only can be included in this Questions and comments form?	We do not fully understand your question and suspect that certain elements may have been conflated. During this European tender procedure, participants are permitted to submit questions regarding all parts of the Tender Document, the draft Framework Agreement, the draft Further Agreement concerning the establishment and activities of the Core Team, and the general terms and conditions (ARVODI 2018). Please note that proposals for amendments to these documents may only be submitted during the two designated rounds for questions You refer to paragraph 7.3.22, which indeed states that questions, requests for changes, and/or alternative wording proposals may be submitted.

			You also refer to a sentence in Chapter 6: <i>"No provisions have been made by the Tenderer."</i> Please note that Chapter 6 pertains to the evaluation of Tenders. Tenderers are not allowed to declare their own terms and conditions applicable. Tenderers must accept the conditions set by the Contracting Authority. However, these conditions may still be amended in the Memoranda of Information.
7.	Final - Tender document TSO – 202409075- 3.2 Requirements relating to the Core team	It is understood that the Core Team will work in Customer's headquarters. What about the rest of the team? Could the work be performed at Contractor's headquarters?	Each Task Order (further agreement) will specify whether the work must be carried out on-site or can be performed remotely. It is expected that most activities can be carried out remotely. However, the core team is required to work on-site at the Contracting Authority's location in accordance with updated requirement 3.2.2. See also answer to question 8. The hourly rates offered are all-inclusive, meaning they must cover any travel and accommodation expenses, should these be necessary.
8.	Core team in person availability Final - Tender document TSO – 202409075- 3.2 Requirements relating to the Core team	The requirement to have the members of the core team available 5 days / week in your office in The Hague is quite challenging. Especially given the Niche role descriptions and the limited people available for those roles in the Netherlands. Would the ministry be willing to be more flexible on this requirement. We would for instance propose a more extensive Core Team, with all the roles filled by 2 to 3 people, of which one always will be in Den Haag at any given day. This will provide more flexibility but also more redundancy to the core team members in case of unforeseen leave (because for instance of sickness).	We consider the role of the core team to be of paramount importance. To that end, we consider it crucial that the core team is physically embedded in Contracting Authority staff as often and long as possible. We consider it a valid point to lower the physical availability insofar it does not negatively impact the quality of the core team. For effective service delivery, we consider a physical presence of at least 50% of annual working days (assuming a total of 250 annual working days) to be required. We will jointly evaluate the collaboration and quality of delivery after 6 and 12 months to enable revising this arrangement if necessary. The fulltime nature of Core Team activities (five days per week, max. 9 hours per day, max. 40 hours per week) will remain in effect. We are not willing to relax the requirements concerning the number of core team members. We consider all five core team roles we described as crucial and distinct, so we cannot agree to the proposal of reducing or expanding the number of core team members. We do request the bidders to provide their proposed approach for ensuring business continuity to secure quality of collaboration and delivery in cases of absence of a core team member.

			This change in quota for physical presence of the core team has also given need for us to have closer insight into the division of incurred costs by the employment of the core team. Articles 3, 5 and 6 of the draft Further Agreement for the establishment and activities of a Core Team will be expanded to accommodate this closer insight. Requirement 3.2.2 in the Tender Document will be amended. We will send an amended draft Further Agreement for the establishment and activities of a Core Team via TenderNed, in which the changes resulting from this memorandum of information are highlighted in blue and we will send an amended tender document via TenderNed, in which the changes resulting from this memorandum of information are highlighted in yellow.
9.	Final - Tender document TSO – 202409075- 3.5.2	We would like to ask Contracting Authority to bear the costs for the intelligence agency screening costs. Are you willing to do this.	Denied. Note that these costs are included in the list of 3.5.2, and we can see no reasons why these costs specifically should be exempted from said list.
10.	Final - Tender document TSO – 202409075- 1.2 and 2.6	We believe that a successful development and structure of a PMO, in which the information management function and the implementation support of the integrated management system is centralized, should have a digital strategy and digital technology function underpinning these activities in order to be equipped to manage the project successfully. Could you please clarify and elaborate more the Digital functions within this particular scope request?	Advisory services and/or implementation support for the set-up of the PMO organisation are to be understood as potentially covering all functional capabilities of the PMO (scheduling, risk mgt, etc) in all their dimensions including people, process and technology. NEO NL strives to create a strong Digital function (information management & information technology) underpinning the program in its entirety, including the PMO. This means the TSO is to give advice on the needed digital tools Contracting Authority needs to acquire to reinforce this digital function. See also the answer to question 18. The PMO is to become the centralized information management body for the project, and will be a key contributor to developing the information management strategy. See also the answer to question 18.
11.	Tender document, page 15: Section B [IV] (Licensing, Permitting – Non-Nuclear)	Section B [IV] (Licensing, Permitting – Non-Nuclear) states: “Note that support on nuclear licensing falls outside of the TSO scope.” We understand that this reflects the nuclear licensing process with the chosen technology vendor. Can KGG confirm this understanding? The preparation of the BIS requires a strong understanding of nuclear licensing and an alignment with	Another party will be supporting NEO NL on nuclear licensing and alignment with the ANVS. We confirm your understanding that the support on the nuclear licensing process with the chosen technology vendor falls outside the scope of the TSO.

		the Dutch nuclear regulatory authority through KGG / NEO NL. This competence is considered to be essential. Can KGG confirm this understanding?	We can also confirm that a strong understanding of the nuclear licensing process is a key competency for the BIS
12.	Tender document pg 44: Hourly Rates	There seems to be an error in the table with max and min hourly rates: For Grade F position, the lowest average hourly rate is understood as €230 and the highest possible average hourly rate €145. Can KGG confirm this understanding?	Correct, you are right. The correct values for grade F are: The lowest average hourly rate is understood as € 145 and the highest possible average hourly rate € 230. We will send an amended tender document via TenderNed, in which the changes resulting from this memorandum of information are highlighted in yellow.
13.	Tender document pg 28: 4.3.1 Financial and economic standing	Can you please confirm that the standard Dutch 403 declaration is sufficient for the purpose when the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity?	The standard Dutch 403 declaration is generally accepted as sufficient evidence of financial-economic capacity. When financial data of the Tenderer's parent or holding company is used to demonstrate financial capacity, the Contracting Authority accepts the 403 declaration as valid provided that the parent company guarantees the obligations and that the declaration is duly completed and signed. In such cases, it must be evident from the Tenderer's submission that reliance is being placed on the financial capacity of the parent or holding company. Should additional documentation or guarantees be required, this will be clarified during the evaluation process.
14.	Tender document pg 28: 4.3.1 Financial and economic standing	Can you please confirm that the Tenderer does not have to submit an ESPD of the Tenderer's parent/holding company when the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity?	According to the Tender Document, if the Tenderer relies on the financial-economic capacity of its parent or holding company, the Tenderer must provide a statement from that parent/holding company. This statement must specify that the parent/holding company unconditionally guarantees the obligations and any debts arising from the Framework Agreement and all related Further Agreements incurred by the subsidiary (the Tenderer). The statement must be signed by a legally authorised representative. In addition to this statement, the parent/holding company is also required to submit a separate ESPD to demonstrate its financial-economic capacity, in line with the requirement that parties on whose capacity a Tenderer relies must provide their own ESPD.
15.	Final - Tender document TSO – 202409075	The core team as described in the tender documentation is, in combination with the requirement to be physically present in The Hague for at least 40 hours a week, we	See answer to question 8.

	Page 40	could like to propose that the core roles can be a combined role of 2 specialists who cover the proper capability and covering 40 hours presence. Can you agree with that?	
16.	Final - Tender document TSO – 202409075 Page 40	The current PMO profile in the core team is defined quite narrow. Could it be possible to fulfil this position with a more general Capital intensive Project PMO-profile.	The PMO function is critical for the successful delivery of the project. As such, the PMO lead in the core team is to have deep experience and a proven track record both functionally and in the industry. That said, not all individual roles in the PMO team require deep nuclear experience per se, so that a mix of nuclear, nuclearised and non-nuclear experience could be fit for purpose.
17.	1.2	Identification of enabling works: does it include specifying, procuring and negotiating those works?	The extend of the scope of the respective Task Orders for the enabling works may indeed include the specification, assistance and support with procurement and/or negotiation of these works. The extend of the scope will depend on the (to be finalised) procurement strategy of these works and thus when each step will be required to achieve the project milestones.
18.	1.2 and 3.2	PMO... equipped: are digital tools and associated processes included in the scope of TSO or provided by the Contracting Authority? Can the Contracting Authority specify the limit of software tools and digital environment they will provide?	Advice on the digital tools and associated processes for the PMO will be part of the scope of this TSO for the PMO. In parallel, the TSO will give advice on the needed developments and selection of software tools and digital environment, although ICT-design, development and procurement themselves should be considered out of the bounds of the TSO scope. As the IT/IM strategy is currently under development, the Contracting Authority cannot yet specify exactly what will be provided apart from general services such as sharepoint. Please also see the answer to question 10.
19.	2.6	Scope of Work: It looks like the scope focusses on the site. However, are there associated developments ie. off-site scope like infrastructure (roads, rail, waterways), demographic developments (housing, recreation, services, city planning), permitting, etc. also part of the TSO scope?	Yes.

20.	2.6	What is the expected level of detail for the bid packages to be launched on the market (i.e. concept, preliminary design, detailed design)?	All level of bid packages could be needed. The exact level of detail is subject to strategic decision making and will be specified in the relevant Task Orders.
21.	2.6	Owner's scope bid packages: does it include writing, issuing, clarifying and negotiating them?	Yes.
22.	2.6.1	(II) Is IMS including all digital tools (e.g. related to configuration management, requirement management...)?	Yes, insofar this means giving advice on the digital tools required, but the scope of the IMS remains to be defined. Also, please relate to question 18 regarding the boundaries of the TSO-scope regarding IT-systems.
23.	2.6.1	What level of involvement for the project management of governmental bodies is expected? The tender mentions "engagement of the stakeholders". Will engagement with governmental bodies like Province, Municipality, water boards, RWS, etc be part of the PM scope?	Governmental bodies will play a key role in different workstream, at different times, in different roles. As such engagement with these bodies will take place throughout the project and the expertise of the TSO may play a role in that.
24.	2.6.2	Site surveys: is it expected to support the Contracting Authority in specifying and procuring the works or is it expected for the TSO to perform them?	The TSO may be asked to assist and support the Contracting Authority in specifying, procuring and managing the site survey works being performed by an organisation outside of the TSO. Performing the site studies and investigations themselves will thus not be performed by the TSO.
25.	2.6.2	(IV) Is the EIA performed and delivered by the TSO or a Third party?	The EIA and IEA will be performed and delivered by a Third Party. TSO may be requested to support Contracting Authority in the procurement, contracting and managing that Third Party.
26.	2.6.3	(I) Licensing feasibility: does the TSO scope also include the support to the Vendors to prepare the safety case (PSAR) before submittal to the Regulator (ANVS)?	No.
27.	2.6.3	Under point II it is indicated "Financing option": in relation with the requested Competency 23 shall it be understood that advising on project financing including engagement with potential external financing parties is expected from the TSO ?	Advise on project finance structures in technical scope of this agreement is required where related to the technical scope of the TSO Framework Agreement. This means the structuring of contracts so that they are fundable and bankable. At this moment engagement of or with external financing parties is not expected from the TSO.
28.	2.6.5	Can you confirm that the activities called "General Support Services" will be part of the scope of the TSO and will be reflected in one or several Task-Orders during the duration of the contract?	General Support Services are indeed part of the TSO scope and could be reflected in one or more Task Orders.
29.	3.1.1 and 3.2.4	Is there any specific SQEP process the Contracting Authority would like to be applied?	No. Insight into Contractor's processes for determining SQEP status of involved personnel must give adequate confidence that such personnel is indeed SQEP.

30.	3.1.5	Conflict of Interest: What are the conditions for an organization being part of the winning Tenderer (as member of a consortium or principal contractor or subcontractor) to be able to work for the selected Vendor after selection?	Any possible Conflict of Interest should be clearly stated by the Contractor. Contractor cannot perform work with a Conflict of Interest without explicit written approval by the Contracting Authority. As a basis, a Conflict of Interest consists of the winning Tenderer performing work with one of the possible technology vendors (EDF or Westinghouse) for the Dutch LNPP program. It is not considered a Conflict of Interest if the winning Tenderer performs work for the technology vendors in projects outside the Netherlands if a separation between the teams is possible and written down in a Conflict of Interest Management Plan.
31.	3.1.5, 2.1	Can you confirm that there is no conflict of interest in having worked on the TFS, MC and/or TPR to bid for this tender?	Confirmed. With the submission of TPR and MC data, we consider there to be a level playing field for previous parties involved in said studies to be able to perform TSO duties without a Conflict of Interest.
32.	3.1.11	Shall we understand for this requirement the necessity for the Contractor, in a transparent manner, to have in place the processes and potential tools for this screening and the right for the contracting Authority to conduct "audits" of these processes ?	This is understood correctly. See also the answer to question 29.
33.	3.1.13	Is there a target available for the minimum local hrs?	There is no target at this time. The target will be determined per Task Order, in consultation with the Contractor.
34.	3.1.13	Is this considered as a selection criterion, the higher the number of local hrs the better?	No, this is not a selection criterion. This is a way to establish quota for a minimum of hours worked locally in further agreements.
35.	3.7.3 and others	Can we envisage bidding to this tender from a European country even if we have a local entity in Netherlands?	Bidding from a European country is generally permitted, even if the Tenderer has a local entity in the Netherlands, provided that all applicable requirements set out in the Tender Document and relevant Dutch laws are met. It is important that the Tenderer complies with all registration, tax, and legal obligations applicable to the local entity where required. Ultimately, the Tenderer submitting the Tender must ensure full compliance with the tender conditions and any applicable local regulations.
36.	3.7.3 and others	In case of the awarded bidder has no entity in the Netherlands at the time of the Offer and eventually open	No. The Framework Agreement is concluded with the legal entity that submits the Tender.

		a subsidiary or a branch to provide better quality services, can you confirm that the contract will be automatically transferred to this local entity without the need of requesting the Client's consent?	Should the awarded Contractor subsequently establish a subsidiary or branch in the Netherlands, the Framework Agreement will not automatically transfer to this new entity. Any transfer or assignment of the Framework Agreement or its rights and obligations requires the prior written consent of the Contracting Authority. Therefore, the Contractor must formally request and obtain consent before any such transfer can take place.
37.	3.9.1	Social return: can you provide ideas or possibilities for the project in line with the objectives and needs?	A non-exhaustive list of ideas or measures could include: • Hiring or training unemployed or long-term unemployed persons as part of the project workforce. • Collaborating with local social enterprises or organizations that facilitate employment of people with disabilities or other barriers to the labor market. • Offering internships, apprenticeships, or training programs aimed at youth or marginalized groups. • Using suppliers or subcontractors who demonstrate strong social responsibility policies. • Organizing community engagement activities or awareness campaigns aligned with the project scope. These initiatives can be tailored to the specific context and needs of the project and will be further discussed and agreed upon during the Task Order phase. The contract manager can help provide inspiration.
38.	4.3.2	Competency 23 – Project Financing The scope of Work given in 2.6.3 LNPP Technology Selection and Procurement Strategy only refer to "financing options", can you confirm that advising on	See the answer to question 27.

		project financing including engagement with potential external financing parties is part of the scope of work?	
39.	4.3.2	Competency 4: we understand that the experience to be proven is the one of TSO or Owner's Engineer of site enabling work. Can you clarify in this context the sentence "Experience and expertise in planning (probabilistic & deterministic) and cost evaluation"? Shall it be understood that scheduling and cost evaluation activities shall be also part of the reference provided? Does "probabilistic and deterministic" refer to schedule analysis?	Correct. Some form of scheduling & cost control should be part of the reference. Probabilistic and deterministic refers to schedule analysis.
40.	4.3.2	Competency 11: we understand that the experience to be proven is to have develop foundation design and licensing documentation for a LNPP. Can you clarify in this context the sentence "Experience and expertise in planning (probabilistic & deterministic) and cost evaluation"?	Tenderer should prove through the reference that they have experience in setting up the corresponding schedule and cost evaluation for the deep foundation design & licensing documentation.
41.	4.3.2	Competency 12: we understand that the experience to be proven is expertise in Nuclear Operations. Can you clarify in this context "Skilled in drafting Nuclear Operations bid packages (BIS, RFP/RFQ) and developing qualification and evaluation frameworks"? The reference that will be provided can cover the expertise in Nuclear Operation but cannot be related to the BIS/RFQ drafting at the same time.	Your point is valid. The reference should prove that the Tenderer has sufficient knowledge and experience of Nuclear Operations to ensure that the Bid packages keep the Operator's perspective and ensure an operatable end result. We will send an amended tender document via TenderNed, in which the changes resulting from this memorandum of information are highlighted in yellow.
42.	4.3.2	Competency 14: The tender allows only one reference per competency, but it appears difficult to demonstrate experience of different delivery models without giving several references. Can you clarify the expectation? Can you clarify in this context "Skilled in drafting Nuclear Operations bid packages (BIS, RFP/RFQ) and developing qualification and evaluation frameworks"?	We understand the difficulty. The reference should prove experience in evaluating the pro's and cons of different delivery models. For the second part, relate to question 41. The reference should prove that the Tenderer has sufficient knowledge and experience of the vendors delivery models to ensure that the Tenderer is capable of drafting the corresponding BIS sections.
43.	4.3.2	Competency 16: we understand that the experience to be proven is the capability to evaluate reactor technology.	Relate to question 41. The reference should prove that the Tenderer has sufficient knowledge and experience of reactor technology to ensure that the Tenderer is capable of drafting the corresponding BIS sections.

		Can you clarify in this context "Skilled in drafting Nuclear Operations bid packages (BIS, RFP/RFQ) and developing qualification and evaluation frameworks"?	
44.	4.3.2	Competency 25, Heads of Terms: will the Owner bring the legal support, or shall the Tenderer include legal competency in his offer?	Tenderer is expected to include such legal expertise as to be able to draft Heads of Terms and thusly also conform to competency 25.
45.	4.3.2	By writing "the Tendered declares that he has carried out at least one reference assignment for each of the core competences" does it mean that a lack of references will be a disqualification?	References must be provided to prove the presence of each and every core competency. The lack of a reference will lead to a disqualification, and this be the case with missing or invalid references.
46.	5.1	Tender Document: "The additional points (conflict of interest, collaboration, and network) must be described in a maximum of three A4 pages" Please clarify the expectation for network, as this term is not addressed in the preceding paragraph	This is a typographical error. The word "network" is not applicable to this context and can be disregarded. We will send an amended tender document via TenderNed, in which the changes resulting from this memorandum of information are highlighted in yellow.
47.	7.3.17	Will it be possible for the Contractor to subcontract an activity to a subcontractor not known yet during the bidding phase? If yes, what will be the associated conditions?	This is possible. According to paragraph 7.3.17 of the Tender Document: • It is possible for the Contractor to subcontract activities to subcontractors not yet identified during the bidding phase. • However, the Contractor remains fully liable for the performance of all obligations under the Contract, including those subcontracted. • If the Contractor relies on the capacities of subcontractors to meet the suitability requirements in the tender, those subcontractors must be identified in the tender and provide the necessary completed and legally signed European Single Procurement Document (ESPD) parts. • If the subcontractors are not yet known or not relied upon for suitability requirements, the Contractor may appoint them later during Framework Agreement execution, but always remains fully responsible for their work.

			All subcontractors engaged must comply with the terms of the Framework Agreement and any specific conditions agreed upon. Therefore, the Contractor may subcontract to subcontractors not known at the time of Tender submission, provided the above conditions are met.
48.	Annexes 7b and 7c	Annexes 7b and 7c: will these annexes will be available in English for non-Dutch speaking personnel ?	No. See the answers to questions 1 and 3.
49.	Annex 7a	Annex 7a : we understand that this is a model that will be adapted for the project since our personnel can't be considered as a "representative of the central government", is it correct ?	The applicability of Annex 7a indeed depends on the specific project and the role of the personnel involved. If candidates are deployed in a project who will speak or report on behalf of or for the government, they are expected to complete this integrity declaration. The core team members are required to complete this form in any case. The content and wording of the declaration can be adapted, if necessary, to suit the specific roles and responsibilities of the personnel within the project.
50.	General	Is there a limit to the number of members forming a consortium?	No. However, note the requirement regarding mobilisation for task order execution (3.3.4). This means a consortium must, despite any size, still possess the flexibility to mobilise in time.
51.	Page 39 5.2.3	What is the scope or subject of knowledge transfer or training? What is the payment method for knowledge transfer or training?	The scope of knowledge transfer and training is expected to pertain to any subject under the scope of the TSO. It is the ambition of NEO NL to become an intelligent customer and intelligent client. Hence, building sufficient knowledge and expertise within the NEO NL organisation is essential. The TSO is expected to play a critical part in this ambition. The knowledge transfer from the Core Team members falls under the responsibilities of the core team, as per subsection 2.6.4, last bullet. As such, knowledge transfer falls under the financial provisions of the Core Team Further Agreement. Knowledge transfer is expected to be an integral part of all Task Orders (Further Agreements) under the Framework Agreement and hence part of the financial provisions of each Task Order.
52.	Page 20 3.1.13	when will the Contracting Authority determine the minimum total project hours specified in section 3.1.13?	Each Further Agreement will state the minimum of total project hours based on the specifics of the Further Agreement in question. As such,

			these hour quota will be conceived at the writing of each Further Agreement Request for Quotation.
53.	Page 28 4.3.2	Regarding the reference data concerning technical qualifications in section 4.3.2, is it necessary to submit track records or proven evidences for each of the 30 competencies, (sic)	All core competencies must be proven, but one reference can serve to prove multiple core competencies. As such, not every competency need require a separate reference. Annex 4 shows what data you need to provide for the reference(s).
54.	General: Core Team members	Given that Core Team members will be working on-site at the Contracting Authority's premises, there is a potential risk of these individuals being recruited directly by the Contracting Authority during or after the term of the Agreement. To mitigate this risk and ensure continuity and integrity of service delivery, it is suggested to consider the inclusion of a non-compete or non-solicitation clause for Core Team members.	We concede this point to be valid insofar it concerns the Contract period. To that end, we agree to a non-solicitation clause for core team members for the duration of the Framework Agreement. We will send an amended draft Framework agreement via TenderNed, in which the changes resulting from this memorandum of information are highlighted in blue.
55.	Tender document pg 40/41, 5.3.2: Hourly Rates	The hourly rates for Grade A are limited to €48.00, which seems to be well below market range for a Junior Engineer (Assistant Engineer). Also, Grade A does not appear to include roles for Nuclear Specialists and Nuclear Operations. Please can the Contracting Authority clarify the role of Grade A and the rationale for assigning this hourly rate value for Grade A? Our experience is that resources that qualify as Grade A have a higher hourly rate.	The point made is valid. In order to assign a more market responsive rate, the hourly rates for Grade A can be understood to stand at max €80,-. This leads to modification of Tender Document, award criterion 5, page 41: - <i>For job profiles under grade A, the hourly rate may not exceed € 80,00 excluding VAT. The maximum score is 5 points.</i> This leads to modification of Tender Document, 5.5.1 Assessment of award criteria relating to prices and rates, page 44: <i>The lowest average hourly rate is understood as € 40 and the highest possible average hourly rate € 80. Bandwith: € 40.</i> The formula for point calculation per grade is: (highest possible average hourly rate – the average hourly rate submitted by the Tenderer) / bandwith * maximum points We will send an amended tender document via TenderNed, in which the changes resulting from this memorandum of information are highlighted in yellow.

56.	Tender Document par 3.2.4	<i>Initial Dutch question:</i> In paragraaf 3.2.4 beschrijft u de eisen aan de 5 kernrollen. Kunt u aangeven waarom u bij de procurement lead en de pmo lead de ervaring in een nucleair project noodzakelijk acht? Daarmee sluit u een heel groot deel van de ervaring op deze competenties in de markt uit. Deze rollen zijn uitstekend in te vullen met ervaringen vanuit andere sectoren. <i>Automated Translation:</i> In paragraph 3.2.4, you describe the requirements for the five core roles. Could you please explain why you consider experience in a nuclear project to be essential for the Procurement Lead and the PMO Lead? By doing so, you exclude a significant portion of the available experience in these competencies from the wider market. These roles can be effectively fulfilled by professionals with experience from other sectors.	While the engaged processes and used tools are more or less the same between a nuclear PMO and any other PMO, the complexity and scale of a nuclear project is incomparable with any other energy or infrastructural project. Circumstances like highly detailed and complex requirements management, highly regulated decision making and millions of activities in the schedule, highly interfaced with “butterfly effects” make that you need a very organized and stringently driven set of systematic periodic reviews that converge into systematic projects reviews, that pour into very efficiently driven change management and decision making. At the same time, the IAEA notes the complexity and risks involved in a nuclear project in various publications (NG-T-3.9, NP-T-3.21 and NP-T-2.7 among others, with the last also dealing with the PMO specifically). Considering this, along with our own conclusions, backed up by consultant findings regarding the scope, complexity and the multifaceted nature of this project in, for example, the Third-party Review, confirms to us that we require support from a party which has demonstrably experienced the scale and complexity of a large nuclear project and managed to deliver regardless, and that only core competencies charged with large scale nuclear experience give irrefutable proof of this. Lastly, we note that you did not provide substantiation to your claim that experience from other sectors will suffice. This, combined with the abovementioned, means that we cannot follow you in your statement that other experience will serve just as well.
57.	Award Criteria	<i>Initial Dutch question:</i> In de de award criteria geeft u aan veel waarde te hechten aan een Collaboration strategy. U refereert aan samenwerking met de opdrachtgever en andere organisaties. Kunt u aangeven hoe u zichzelf wilt organiseren als opdrachtgever, welke rollen u inricht aan opdrachtgeverszijde en hoe u de rol van de	Although NEO NL currently has a composition of personnel with defined tasks, it is unlikely this will remain static and unchanging over the course of progression of the project’s status. It is for this reason we have not yet acquired the certainty to determine the Contracting Authority’s role in managing the constellation of relevant stakeholders. Given that collaboration strategy is one of the evaluation criteria, we also expect of the Tenderer to provide us with insight which role the

		opdrachtnemer ziet in het besluitvormingsproces om de komende 4 jaar de noodzakelijke keuzes te maken? <i>Automated Translation:</i> In the award criteria, you state that you place great importance on a Collaboration Strategy. You refer to collaboration with the client and other organisations. Could you clarify how you intend to organise yourselves as the client, which roles you will establish on the client side, and how you envision the role of the contractor in the decision-making process to ensure the necessary choices are made over the next four years?	Contractor can play in this regard and what role Contracting Authority should assume to make that approach work.
58.	Tender Document par 2.3 Lots	<i>Initial Dutch question:</i> In paragraaf 2.3 van uw uitvraag motiveert u waarom u bent overgegaan tot een geconsolideerde aanbesteding van professionele dienstverlening. Het primaat van uw argumentatie moet gevonden worden in de onlosmakelijke onderlinge verbondenheid van de werkzaamheden binnen de verschillende werkstromen die worden ondersteund met de in te kopen diensten en het verminderen van de administratieve last voor de opdrachtgever. Met name de verbondenheid van de technisch specialistische kennis van het nucleaire domein is daarin volgens u doorslaggevend. Als we kijken naar de toelichting op de aanbestedingswet en meer specifiek artikel 1.5 dan is het uitgangspunt dat geclusterde opdrachten in principe in percelen verdeeld moeten worden. Dit verhoogt de marktwerking en doet recht aan de samenstelling van de relevant markt en de toegang tot de opdracht. De organisatorische gevolgen en het risico van de samengevoeging van deze opdrachten worden in uw toelichting belicht vanuit het perspectief van de aanbestedende dienst. Hierbij erkent u overigens indirect ook dat er geen sprake is van enige homogeniteit van de diensten die in meer algemene zin een eventuele samenvoeging zou rechtvaardigen.	(1) The risk of a lock-in effect has been taken into consideration and has been weighted against the need for continuation in the services, the latter of which ensures high quality and minimises the risk of reworks due to changing consultants, which could result in considerable damages. The milestone of the EPC contract signature is chosen to mitigate the risk of the former, as the project then moves in a new phase (from contracting to execution), with different skills and services needed. We foresee significant risks regarding efficient continuity of services by creating interfaces between multiple separate parties and lacking one holistic view on multiple interlocking workstreams. Furthermore, in your reasoning you appear to underestimate the specialistic character of a nuclear new build project. In the answer to question 56, we referred to our perception of the complexity of the project in question. The scale and uniqueness of a nuclear new build power plant project, along with the paramount importance of the PMO, has led the Contracting Authority to decide that the PMO needs to have proven experience in a LNPP nuclear new build project and a nuclear regulated environment as stated in core competency 28 and 29. (2) Denied. See (1). As per observations of the IAEA, ineffective support can lead to considerable losses in this late stage of preparations. It is

	U gaat in uw motivatie echter voorbij aan het risico dat deze consolidatie met zich meebrengt voor de markt. U vraagt de markt nu (ook qua expertise type en niveau) onverenigbare onderwerpen te gaan managen en het interface risico over te nemen van de Staat. Ook realiseert u met deze uitvraag voor de Staat een volledige vendor lock-in voor de volledige scope van het programma voor een periode meer dan sec de 5 jaar van de ROK (want ook na die 5 jaar wordt het zo erg moeilijk voor een nieuwe adviseur om toe te treden). Wat maakt dat alle flexibiliteit en waarborgen ten aanzien van de kwaliteit van de op te leveren producten bij de leverancier zelf komen te liggen, zonder relevant tegenlicht of interne reflectie doordat er meerdere partijen betrokken zijn in de uitvoering. Wij begrijpen de behoefte tot consolidatie waar het gaat om deelaspecten van de werkstromen, waaronder de Early Engineering & Design en de rol en betrokkenheid van dezelfde partij bij het vormgeven van de criteria in de LNPP Technology Selection. Echter als je kijkt naar de overige (het gros van de) werkzaamheden binnen de drie werkstromen, is daar geen sprake van een gerechtvaardigd belang tot het inbrengen van nucleaire kennis. Sterker nog, de aard van alle PMO werkzaamheden (Est. of the Project Management Office), de aard van zo goed als alle aspecten voor het inrichten van de Owner Scope (Supporting the development of the Owner's Scope - m.u.v. ISO 19443) en de rol van het Core team en de vormgeving van de Procurement Strategy zouden prima door andersoortige vakexperts op deze competenties kunnen worden ingevuld. Experts die dit vaker dan 1 a 2 x in een nucleair casuïstiek hebben uitgevoerd. De nucleaire kennis kan prima ontsloten	for this reason that we strongly value the continuity of support over multiple succeeding and thus an integral approach was chosen for the support with this project. (3) Denied. In the answer to question 56 we have argued for the uniquely complex nature of this project and of its associated management office. In your answer you also seem to ascribe value to experts having applied their expertise to a nuclear-specific case at least once or twice. After all, the development of the PMO is a part of the broader objective of the owner/operator becoming an intelligent customer in the eyes of the regulator and this means i.a. to have knowledge of reasonable timeframes for work delivery, expected work outcomes and the specifications ensuring the work will meet needs.¹ In our view this necessitates any support in development of the PMO to have the industry specific experience necessary to inject such knowledge into the organization development. Furthermore, we have argued in our answer to question 56 that in scale and complexity, this project is incomparable to any type of other project, so given the stakes of this project, we require the comfort of having PMO experience on board in a nuclear scale specific context. With regards to procurement, related strategy will be informed by at least several of the preconditions of the bidding process as defined by the IAEA.² Considering also that it is advised to continue the same key persons throughout the entire bidding process, dividing procurement and the bidding process along a nuclear-non-nuclear specific boundary presents in our view an intolerable risk to support continuity and support efficacy.
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¹ See IAEA Nuclear Energy Series No. NP-T-3.21

² IAEA Nuclear Energy Series No. NG-T—3.9

		worden uit een apart perceel ingericht voor het ontsluiten van de nucleaire kennis. Wij wijzen u er graag op dat de aanbestedingswet ook stelt dat geschiktheidseisen en selectiecriteria in verhouding tot de opdracht behoren te staan. Het consolideren van de nucleaire kennis als verplichte randvoorwaarden voor (het gros van de) standaard professionele dienstverlening in de NL markt, staat niet in verhouding tot het merendeel van de scope van de werkzaamheden. Het beperkte aantal partijen met deze nucleaire ervaring in de EU markt, gecombineerd met de noodzaak tot consortiumvorming die deze uitvraag afdwingt, maakt dat u grote delen van zeer competentie (NL!) markt uitsluit van deelname. Onze vragen: (1) kunt u aangeven op welke wijze bovenstaande argumenten zijn meegewogen in uw uitvraag? (2) bent u bereid om de vraag te splitsen in percelen en/of; (3) bent u bereid om voor tenminste de scope elementen PMO en Procurement de koppeling met nucleaire ervaring/kennis los te laten en zo meer specialistische inzet op deze competentie mogelijk te maken? <i>Automated Translation:</i> In paragraph 2.3 of your tender document, you explain the reasoning behind opting for a consolidated procurement of professional services. The main justification appears to lie in the inseparable interconnection between the tasks across the different workstreams that are to be supported through the procured services, as well as in reducing the administrative burden on the contracting authority. You argue that the interdependence of technical specialist knowledge within the nuclear domain is particularly decisive in this respect. However, when we refer to the explanatory notes to the Dutch Procurement Act, and specifically Article 1.5, the	
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		principle is that bundled contracts should, in general, be divided into lots. This promotes market competition, aligns with the composition of the relevant market, and improves access to the contract. In your justification, the organisational implications and risks of combining these services are considered solely from the perspective of the contracting authority. In doing so, you indirectly acknowledge that there is no real homogeneity between the services, which might otherwise justify such a consolidation. Your rationale does not appear to address the potential risks this consolidation poses to the market. You are now asking the market to manage inherently incompatible subject matter (in terms of type and level of expertise) and to assume the interface risk currently borne by the State. Furthermore, the scope of the tender effectively creates a complete vendor lock-in for the entirety of the programme, extending beyond the five-year duration of the framework agreement. After those five years, it would be extremely difficult for any new advisor to gain entry. This means that all flexibility and quality safeguards are effectively transferred to a single supplier, without meaningful counterbalance or internal reflection from involving multiple parties. We understand the rationale for consolidation in certain aspects of the workstreams, including Early Engineering & Design and the involvement of the same party in shaping the criteria for the LNPP Technology Selection. However, for the majority of the activities within the three workstreams, there does not appear to be a justified need for nuclear-specific knowledge. On the contrary, the nature of the PMO activities (Establishment of the Project Management Office), nearly all aspects of defining the Owner's Scope (except for ISO 19443), and the roles within the Core Team and Procurement Strategy could be adequately fulfilled by professionals with relevant expertise in these competencies from other sectors.	
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		Experts who may have applied these skills once or twice in a nuclear setting, but bring a wealth of broader sectoral experience. Nuclear-specific knowledge could be made available through a separate lot focused on that specialism. We would like to point out that the Dutch Procurement Act also states that suitability and selection criteria must be proportionate to the scope of the contract. Making nuclear experience a mandatory requirement for the majority of standard professional services within the Dutch market is not proportionate to most of the required scope. The limited number of suppliers with this nuclear experience within the EU, combined with the necessity for consortium formation prompted by your tender, means that you are excluding large parts of a highly capable (Dutch!) market from participating. Our questions are therefore: 1. Could you indicate how the above arguments have been taken into consideration in your tender? 2. Are you willing to split the contract into lots? and/or 3. Are you prepared to decouple the requirement for nuclear-specific experience/knowledge from at least the PMO and Procurement scope elements, thereby enabling more specialist expertise to be brought in for these competencies?	
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Remarks regarding draft framework agreement

No.	Article from draft Framework Agreement	Reason for objection	Textual suggestions	Answer
1.	2.5 and 8.4	Please consider the exclusion of indirect and consequential damages	Neither Party shall have any liability under, arising out of or in connection with this Contract, whether by way of breach of contract, breach of duty, tort (including but not limited to negligence), indemnity	Proposal denied. Under the Dutch law (Burgerlijk Wetboek), parties are in principle liable without limitation for damage they cause. The ARVODI-2018 has nevertheless chosen to limit liability in

			or otherwise, for (i) any loss of profit, loss of goodwill, injury to reputation, loss of income, loss of use, loss of revenue, loss of contracts, loss of product, loss of production, loss of business opportunity, loss of savings or anticipated savings, third party losses, loss of use of capital, business interruption, interest or increased financing charges, rental charges or other like risks and in each case whether direct or indirect or (ii) any indirect, special or consequential loss or damage whether or not foreseeable at the date of execution of this Agreement or at any time.	a balanced manner, as evidenced by the graduated scale in Article 21.3. Given the nature and scope of this assignment, the Contracting Authority sees no reason to limit liability further.
2.	Draft Framework Agreement Page 2	Object of the Framework Agreement (article 1) Article 1.2 provides for a ranking provision. It does not follow from this ranking provision that the Memorandum of Information takes precedence over the Framework Agreement. The Contractor does not consider this to be reasonable, as it means that possible deviations from the Framework Agreement on the basis of the Memoranda of Information do not take precedence over the Framework Agreement, whereas this is the intention. Contractor therefore proposes to change the ranking order as follows: 1.2.1 second Memorandum of Information, [date]; 1.2.2 first Memorandum of Information, [date]; 1.2.3 this document including attachments 1.2.4 the Tender Document, dated [date], ref. 202409075;		No. We do guarantee that any amendments arising from the Memoranda of Information will be incorporated into the final Framework Agreement.

		1.2.5 the ARVODI-2018; 1.2.6 the Tender issued by the Contractor to the Contracting Authority on [date], ref If you do not agree with this, can you guarantee that the adjustments based on the Memoranda of Information will be included in the Framework Agreement?		
3.	Draft Framework Agreement Page 6	Other terms and conditions (article 8) Liability Article 8.4 states the following: <i>"Notwithstanding article 21.3 of the ARVODI 2018, a Party that imputably fails to discharge its obligations to the other Party is liable for any damage incurred by the other Party."</i> It seems that this is unlimited liability instead of the graduated liability as listed in Article 21.3 of the ARVODI 2018. An unlimited liability is not acceptable to Contractor. Indeed, it is very common in our industry for parties to agree a market-based limitation of liability. We therefore wish to declare Article 8.4 inapplicable. Do you agree to this?		No. Article 8.4 of the Framework Agreement must be interpreted in conjunction with Article 21.3 of the ARVODI-2018. The phrase "notwithstanding article 21.3" does not imply unlimited liability, but rather that a Party that culpably fails to perform its obligations is liable for any actual damage suffered, subject to the liability limitations set out in ARVODI. As previously explained, see the answer to question 1, Article 21.3 of ARVODI applies to this agreement and provides a market-based, structured limitation of liability (including €3,000,000 per event and €5,000,000 per contract year). These limits apply except in cases of intent, gross negligence, personal injury, or certain intellectual property infringements, meaning there is no unlimited liability. Therefore, we are not prepared to declare Article 8.4 inapplicable, as this article does not deviate from the liability caps in Article 21.3 of ARVODI-2018 but rather

				confirms them. A market-based limitation of liability is thus ensured.
4.	Draft Framework Agreement Page 6	Other terms and conditions (article 8) <i>Indemnification</i> According to article 8.5 the Contractor must indemnify the Contracting Authority against third-party claims. Such a generally worded indemnification is not acceptable. The Contractor obviously has a professional responsibility when it comes to his work. In that context, the law and resulting case law already provide a safety net with regard to the Contractor's liability for his professional errors towards the client and towards third parties. However, indemnifying the client against third-party claims goes further and is contrary to what is customary within our profession. We therefore propose that the indemnification to the detriment of the Contractor as contained in article 8.5 be declared inapplicable in the contract. Can you agree to this?		No. Article 8.5 reflects standard practice whereby the Contractor indemnifies the Contracting Authority against third-party claims arising from the Contractor's attributable failure to perform its obligations. This indemnification is limited to claims directly related to the Contractor's professional conduct and liability. The indemnification clause does not extend beyond what is reasonable and customary, and it aligns with the Contractor's professional responsibility. It is necessary to protect the Contracting Authority from potential third-party claims that result from the Contractor's actions or omissions. Therefore, we cannot accept the proposal to declare Article 8.5 inapplicable, as it forms an essential part of the risk allocation agreed upon in the Contract.
5.	Draft Framework Agreement Page 6	Other terms and conditions (article 8) <i>Penalty</i> Article 8.6 contains a penalty clause. We consider a penalty clause undesirable. Moreover, agreeing on penalties is not necessary because the law and the contract terms already provide a safety net with regard to liability of the Contractor and the ensuing obligation to compensate damage, in case of breach of		No. Article 8.6, which includes a penalty clause, serves as an important enforcement mechanism to ensure timely and proper performance of contractual obligations. While the law and contract terms do provide remedies for breach, the inclusion of a penalty clause is a commonly accepted practice within the

		the obligations under the contract. In addition, the disciplinary rules also provide sufficient safeguards in case of breach of the obligations applicable to the Contractor. We request you to declare article 8.6 inapplicable. Can you agree to this?		industry to encourage compliance and provide clear consequences for non-performance. Furthermore, disciplinary rules address professional conduct but do not substitute contractual remedies or penalties related to specific breaches under this agreement. Therefore, Article 8.6 is considered necessary and appropriate, and we cannot agree to declare it inapplicable.
6.	Draft Framework Agreement Page 7	Early termination (article 10.1) According to Article 10.1, in the event of early termination of the Framework Agreement, the Contracting Authority may demand that the Contractor conclude the Services and transfer the results to the Contracting Authority or to a third Party designated by it in such a way that the research can continue unhindered. We cannot agree to this provision, as new clients (i.e. third party) first must successfully complete our client engagement and acceptance procedures. Furthermore, this provision could impose conflict of interest or independence issues. Are you therefore willing to add to this provision that Contracting Authority will request the prior written consent from Contractor?		We do not fully understand your question regarding Article 10.1. According to our documentation, Article 10.1 solely concerns the provision that any derogations from the Framework Agreement or a Further Agreement are only binding if expressly agreed in writing by the Parties. This clause does not relate to early termination of the agreement or the transfer of services/results to a third party. It is therefore possible that you are referring to a different article. We kindly request that you clarify your question or provide the correct reference, so that we can respond appropriately.
7.	MISSING PROVISIONS	Interim termination option Contractor Pursuant to regulations applicable to us, such as to safeguard our independence, we wish to have a termination option at all times that allows us to terminate if continuation of the assignment would be	<i>"The Contractor may terminate this Agreement by giving thirty (30) days written notice of termination in the event of a change: i) of laws and/or regulations, including rules of conduct and professional standards ii) applicable regulations or</i>	Proposal denied. While we acknowledge the Contractor's need to comply with applicable laws, regulations, and professional standards, including safeguarding independence, the

		in breach of regulations or professional standards applicable to us. We therefore propose to include the following provision:	<i>professional standards iii) or a change of circumstances, as a result of which the Contractor would be required to act in breach of the aforementioned laws or regulations, including rules of conduct and professional standards, with continuation of the services under the Agreement."</i>	Framework Agreement does not currently provide for an unconditional termination right based on changes in such regulations or circumstances. Termination rights are already governed by the contractual provisions and applicable law, which include safeguards for both Parties. Introducing the proposed unilateral termination option could undermine contractual stability and predictability. Furthermore, in such situations, the Contractor is obliged to inform the Contracting Authority promptly to jointly seek an appropriate solution. Therefore, we cannot accept the inclusion of the proposed interim termination clause as drafted.
8.	Other terms and conditions (article 8)	it is desirable and common within the industry to agree on an indemnity in favour of the Contractor. We propose to replace article 8.5 by the following wording	<i>"Contracting Authority shall indemnify the Contractor in respect of all claims by third parties arising from or relating to the work(s) performed or to be performed for the Contracting Authority, unless such claims are the result of intent or deliberate recklessness on the part of managerial staff of the Contractor. The indemnity also covers all damage and (legal) costs suffered or incurred by Contractor in connection with such a claim."</i>	Proposal denied. While we recognize the importance of balanced indemnity provisions, the proposed replacement of Article 8.5 shifts an undue indemnification burden to the Contracting Authority, which is not consistent with the principles and risk allocation established in the Framework Agreement and applicable law. The current wording of Article 8.5 reflects a fair and customary approach to indemnification, aligned with professional responsibility and liability regimes. We

				therefore do not accept the proposed amendment. See also the answer to question 4.
9.	Defined Terms	Annex 3b Draft Framework Agreement Please confirm our understanding that a Further Agreement only contains one Task Order		Confirmed. A Task Order should be understood to be the scope of a Further Agreement.
10.	1.1 and 3.2	Annex 3b Draft Framework Agreement the Contractor must submit a Quotation that is not less favourable than the Tender submitted by the Contractor Can you clarify in which way?		The requirement that the Contractor must submit a Quotation that is not less favourable than the Tender submitted by the Contractor means that, in subsequent quotation procedures under the Framework Agreement, the Contractor shall not offer prices higher than those agreed in the original Tender. Similarly, any terms and conditions proposed in such Quotations must not be less favourable than those established in the Framework Agreement. This ensures consistency and fairness throughout the duration of the Framework Agreement.
11.	1.2	Regarding the contractual documents, can you confirm that, for each document that contains appendices, Appendix 1 will take precedence over Appendix 2 and so on?		There is no hierarchical precedence of Appendix 1 over Appendix 2 or vice versa unless explicitly stated otherwise in the Contract.
12.	2.4	"Contracting authority shall inform Contractor ... and he will observe a reasonable notice period" Reasonable notice period shall be specified		The term "reasonable notice period" in Article 2.4 is intentionally left open to allow flexibility depending on the circumstances of each case. However, as a guideline, a notice period of at least 30 days is generally considered reasonable.
13.	2.5	Can you precise what is covered by "TO not been performed"? Does it include both quality, schedule or anything else?		The phrase "Task Order (TO) not been performed" in Article 2.5 refers to any situation in which the Contractor fails to fulfil the obligations set out in the Further Agreement. This includes, but is not

				limited to, non-compliance with quality standards, failure to meet agreed schedules or deadlines, and any other contractual requirements specified in the Further Agreement. However, it must be noted that the penalty clause 2.5 should be considered a last resort against non-delivery of results. In the spirit of good collaboration, we strive to primarily settle issues via discussions between Contractor and the contract manager.
14.	2.5	Liquidated damages shall be the sole remedy.	The penalty will be payable to the Contracting Authority, without prejudice to all other rights and claims, including: a. the right to demand that Further Agreements be executed as agreed; b. the right to damages. However, the Parties agree that the penalty shall constitute full and final compensation for the breach to which it relates. No further claims or liabilities for damages shall be pursued or asserted in connection with the same breach for which liquidated damages have been applied.	Proposal denied. We cannot agree to the proposal that liquidated damages shall be the sole and final remedy for the relevant breach. The current provision explicitly states that payment of the penalty does not affect the Contracting Authority's other rights and claims, including the right to demand performance of the Framework Agreement /Further Agreements and to claim additional damages. This broad protection is necessary to ensure that the Contracting Authority has sufficient legal remedies available in the event of any failure to perform. Therefore, we maintain the current wording as set out in Article 2.5 of the Framework Agreement.
15.	2.5	Annex 3b Draft Framework Agreement The automatic penalty of 1.5% per day is significant, especially for a project in an early phase and could slow down the launch of a TO and imply a strong		The penalty clause, including the 1.5% daily penalty, has been deliberately set at this level to ensure strong commitment from the Contractor to timely and complete performance of Task Orders,

		contractual relationship. Is there a way to maintain the commitment of the Contractor without potential negative impacts on the day-to-day activities?		especially given the critical nature of early project phases where delays can have significant impact. We acknowledge the concerns regarding the potential effect on day-to-day activities. However, the penalty is intended as an incentive to maintain momentum and minimize delays rather than to create a rigid or adversarial contractual relationship. The Framework Agreement also provides for mechanisms of communication and cooperation to address unforeseen issues or delays in a constructive manner. Moreover, the penalty is capped at a maximum of 20%, balancing the need for commitment with reasonableness. Therefore, while we consider the penalty appropriate and necessary, we emphasize that it should be viewed as part of a broader framework of collaboration and mutual problem-solving.
16.	4.4	We understand that the rates to be supplied in the Tender include travels and accommodations. Will it be possible to propose specific rates with or without travels and accommodation, within a specific TO?		The evaluation criterium regarding rates are based on all-inclusive rates and rates and prices should be submitted as being all-inclusive. However, in Further Agreements we could want to get a motivation as to how the submitted rates are calculated to get a better idea of the division of salary and other costs.
17.	4.5	Can you please replace "Client" by "Contracting Authority" for consistency?		Noted. We agree to replace "Client" with "Contracting Authority" in Article 4.5 to ensure consistency throughout the agreement.

18.	7.1	Annex 3b Draft Framework Agreement "The Contracting Authority shall inform the Contractor in writing of such transfer" Can you please specify the notice period to be considered?		The Contracting Authority will inform the Contractor in writing of such transfer in due time, allowing for reasonable coordination. No fixed notice period applies, as flexibility is required. See also answer to question 12.
19.	8.4	Annex 3b Draft Framework Agreement "Notwithstanding article 21.3 of the ARVODI 2018, a Party that imputably fails to discharge its obligations to the other Party is liable for any damage incurred by the other Party." Can you please confirm that the cap of liability provided in article 21.3 of ARVODI 2018 is applicable and not deleted by this provision? We also wish to exclude indirect consequential damages from the Contractor's liability (such as, but not limited to, loss of revenue, loss of income, loss of contracts, and loss of profits)		Proposal denied. See the answer to question 3.
20.	8.6	Annex 3b Draft Framework Agreement A cap or an amount must be defined for the breach for confidentiality, and it shall at least be included in the maximum liability cap. We can't accept a penalty that is not provided in the contractual documents and relies on the Client's sole discretion and appreciation.		Confidentiality breaches fall within the scope of the existing liability provisions as set out in the Framework Agreement, including the maximum liability caps. No separate penalty clause beyond these contractual provisions applies. The Contracting Authority's discretion is exercised within the boundaries of the agreed contractual terms.
21.	8.8	Transfer of personnel We can't accept that the Client is able to enter into a direct contractual or employment relationship of one of our	This clause is not applicable while the Framework Agreement is in force (initial period and options included).	Proposal denied. The Framework Agreement (Article 8.8) already stipulates that the Contracting

		personnel that is implicated in the execution of the services - only after 2 years of Contract, and without the need of the Contractor's consent - as it may affects our delivery.		Authority may initiate a structured transfer of Contractor's personnel only after two (2) years have passed since the Agreement entered into force. This provision effectively sets a minimum duration before such transfer may occur. No further modification is necessary, as this clause sufficiently governs the timing of personnel transfer following contract commencement and performance. However, it should be noted that Contracting Authority primarily aims to engage new personnel trained via knowledge transfer and actively using the clause in question is considered an <i>ultimum remedium</i>. Regardless, it is important to clarify that although it is not the intention of the Contracting Authority to actively recruit personnel from Contractors, personnel are not prevented from making an independent decision to move to the Contracting Authority. Such a decision will not be obstructed, safe for members of the Core Team in accordance with the answer to question 54 for the duration of the TSO agreement. See also answer to question 54 (questions relating to Tender Document)
22.	Draft Agreement Article 2.5	Could the Contracting Authority revise the liquidated damages/penalties clause to		No, see the answer to question 14.

		align with Dutch standards, by limiting the aggregate cap to a maximum of 10% of the Contract Price?		
23.	Draft Agreement Article 2.5	Could the Contracting Authority reconsider clause 2.5 sub (b), as it creates double exposure for the Contractor? A significant daily penalty (1.5% up to 20%) already applies for delays, yet sub (b) allows for unlimited liability for additional damages. This undermines the purpose of having a liquidated damages clause. Would the Authority be willing to either [1] remove sub (b) entirely or [2] ensure that penalties incurred are subtracted from any damages payable under sub (b)?		No, see the answer to question 15.
24.	Draft Agreement Article 2.5	Could the Contracting Authority confirm that the penalty set-off against payments due will only be applied after the Contractor has been given a reasonable opportunity to respond to the alleged breach?		We confirm that the deduction of the penalty from payments due by the Contracting Authority will only take place after the Contractor has been given a reasonable opportunity to respond to the alleged breach. This ensures that the Contractor has the opportunity to present a defense or clarification before any financial consequence is applied, in line with principles of fairness and due process. However, please note that the penalty can only be set off against payments that are still due to the Contractor at the time the penalty is determined. This means that if the relevant invoices have already been paid in full prior to the conclusion that a breach occurred and a penalty is warranted, the Contracting Authority

				cannot unilaterally deduct the penalty from amounts already paid. In such cases, the Contracting Authority reserves the right to recover the penalty by other means, such as through a formal claim, a request for repayment, or set-off against payments under future assignments. This approach is in line with standard legal practice and ensures that the Contracting Authority retains a reasonable remedy in the event of non-compliance, while respecting the financial and legal boundaries of the agreement as it relates to payments already made. This balanced approach is intended to provide both parties with clarity and legal certainty while avoiding premature or unilateral recovery actions.
25.	Draft Agreement Article 8.2	We kindly request the Contracting Authority to remove article 8.2 from the Framework Agreement. Could you please confirm whether this is acceptable?		We do not consider this to be acceptable. Article 8.2 is an essential provision of the Framework Agreement and will therefore remain applicable.
26.	Draft Agreement Article 8.4	Could the Contracting Authority remove Article 8.4 of the Framework Agreement, which overrides the liability cap set in Article 21.3 of the ARVODI 2018, and replace it with a clause that maintains the liability cap according to Article 21.3 of the ARVODI 2018?		No. Article 8.4 explicitly refers to Article 21.3 of the ARVODI 2018 and confirms the liability framework as established therein. It does not override or alter the existing liability cap. Therefore, no amendment to Article 8.4 is warranted.
27.	Draft Agreement Article 8.5	Could the Contracting Authority remove Article 8.5 of the Framework Agreement, which overrides the liability cap set in Article 21.3 of the ARVODI 2018, and replace it with a clause that maintains the		No. Article 8.5 confirms the applicability of the liability framework under Article 21.3 of the ARVODI 2018. It does not override or extend the limitations of liability as

		liability cap according to Article 21.3 of the ARVODI 2018?		stipulated. Therefore, no amendment to Article 8.5 is warranted.
28.	Draft Agreement Article 8.8	Could the Contracting Authority modify the clause to ensure that the transfer of any Contractor's personnel is only allowed after a defined duration after the expiration of the contract (i.e., two years from the contract's completion)?		See answer to question 21.
29.	Draft Agreement - Opportunity for Additional Article	The mission, responsibilities, and roles of the Contractor in terms of "Health, Safety and Environment" (HSE) and possible exclusions must be clearly described in the Draft Framework Agreement. Currently, there is no specific clause related to HSE, even though it falls within the scope of the project. The Contracting Authority could include an additional Article and provide clarification about this. Our suggestion would be:	The Contracting Authority shall remain solely responsible for the compliance with health, safety and environment regulations for all Services and Works performed outside the Contractor's offices and shall organise regular safety meetings and manage access and security at the Project Site(s). The Contracting Authority further undertakes to inform the Contractor in writing as soon as it has any knowledge of any actual or potential risks in connection with the foregoing and shall immediately take any measures necessary to further safeguard or restore health, safety, security or the environment. The Contracting Authority shall further ensure that all relevant health, safety, security and environmental precautions are clearly spelled out in the relevant user manuals and documentation supplied to the Contractor. Furthermore, the Contracting Authority shall inform the Contractor about the legislation in force regarding safety and well-being of workers at each Project Site and shall communicate any Project Site regulations, procedures and instructions established by the Contracting Authority.	We do not agree. Health, safety and environment remains a joint responsibility and we see no compelling reason to adopt so broad a responsibility ourselves.

			The Contractor undertakes to ensure that his personnel present at a Project Site attends the training sessions provided by the Contracting Authority concerning the application of these Project Site regulations, procedures and instructions. In case the attendance to these sessions is not foreseen in the description of Services, the Contractor shall be entitled to invoice the time spent by its personnel in these sessions at the Hourly Rate. If the Contractor considers that the health, safety or security of its personnel cannot be guaranteed, it shall be entitled to suspend performance of its obligations immediately.	
30.	Draft Agreement Article 4.1	Could the Contracting Authority align the contract period of the Further Agreement with the duration of the Framework Agreement to ensure consistency and avoid potential discrepancies? Suggested text would be:	This Further Agreement and has an initial contract period of two (2) years starting from <<date>> and ending <<date>>. This Further Agreement has an option to extend, to be exercised unilaterally by the Contracting Authority, under the same conditions, with three (3) times a maximum period of one (1) year.	Proposal denied. We have deliberately chosen a short initial duration for the Further Agreement in order to maintain flexibility in having the core team meet the demands stemming from the NNB -NL project.
31.	Draft Agreement Articles 3.1 & 3.2	Could the Contracting Authority consider replacing articles 3.1 and 3.2 by the bidder proposal text suggestion? Suggested text would be:	The Services provided by the Contractor to the Contracting Authority shall be performed with the degree of skill, diligence, prudence and operating practice which would reasonably and ordinarily be expected from an international engineering company. It is agreed that all Services shall be rendered on the basis of an obligation of means and that the responsibility of the Contractor shall be determined by such qualification.	It is unclear whether Articles 3.1 and 3.2 of the draft Framework Agreement or of the draft Further Agreement is meant. If you mean Articles 3.1 and 3.2 of the draft Further Agreement, see the answer to question 1 under remarks regarding draft Further Agreement for the establishment and activities of a Core Team. If you mean Articles 3.1 and 3.2 of the draft Framework Agreement. No we do not

				agree. Articles 3.1 and 3.2 concern the period for submitting a further quotation and that this quotation must comply with and may not be less favourable than the Tender submitted.
32.	Draft Agreement Article 4.5	Could the Contracting Authority amend the Article to incorporate these changes into a new Sub-Article 8 within the Framework Agreement? This amendment would help ensure clarity and comprehensive coverage of the relevant terms. Suggested text would be:	"The CA is not obligated to make any payment to the Contractor until the results have been accepted, which shall not unreasonably be withheld."	Your question is unclear. Article 4.5 of the draft Framework Agreement concerns indexation and not payment. In that case that article 4.5 of the ARVODI 2018 is meant: Proposal denied. We acknowledge the importance of clarity regarding acceptance and payment terms. However, we consider that the current wording of Article 4.5 adequately reflects the principle that the Contracting Authority is not obliged to make payment prior to acceptance. A key point in ARVODI is that an invoice may not be paid before acceptance of the delivered services has taken place. Advance payment may only be made if the Contractor must make substantial investments for the services to be performed. This is currently not the case under the Framework Agreement. In view of the above, we cannot agree to your proposal. However, additional payment conditions can be agreed upon in the Further Agreements (Task Orders). For those Further Agreements, invoicing schedules can be established, allowing payment not only at the end but also, for example, upon delivery of a draft report,

				the final report, and the presentation. This is just one example; other invoicing schemes may also be agreed upon in discussion with Contracting Authority. Article 4.4 of ARVODI 2018 already provides the following with regard to the absence of acceptance. Moreover, it is highly unlikely that acceptance would be withheld for unreasonable reasons. <i>If the Contracting Authority has not notified the Contractor within 30 days of the date of delivery of the Services, the results shall be deemed to have been accepted.</i>
33.	Draft Agreement Article 21.3	Could the Contracting Authority provide an explicit exemption for nuclear liability and clarify that indirect/consequential liability is also excluded? These changes could be appropriately incorporated into the Framework Agreement, for example, by developing Article 8.4 or 8.5, rather than solely relying on the ARVODI terms.		With regard to your request for explicit exemptions relating to nuclear liability and exclusion of indirect or consequential damages, we note the following: The ARVODI-2018 terms, as incorporated by reference in the Framework Agreement, provide a comprehensive and balanced framework for liability, including the exclusion of indirect or consequential damages unless otherwise explicitly agreed. At present, the Framework Agreement does not explicitly mention nuclear liability. Given the specific and exceptional nature of such liability, any explicit exclusion would require further legal and risk assessment.

				The Contracting Authority is willing to consider clarifications or additional provisions regarding liability exclusions, including indirect/consequential damages, but such amendments would need to be carefully drafted and mutually agreed. We invite you to propose specific wording if you wish to proceed with formalizing such exclusions in Articles 8.4 or 8.5 of the Framework Agreement for further consideration. Please submit any such amendment requests during the second round of questions.
34.	Article 8.4 draft agreement and 21.3 ARVODI– “Limitation of Liability”	Article 8.4 draft agreement and 21.3 ARVODI– “Limitation of Liability”. In our business it is common to limit our liability to a reasonable proportion of the fee involved in the assignment. In this context, we refer to Regulation 3.9 D of the Proportionality Guide, which was published by the Ministry of Economic Affairs and Climate (revised) in June 2020. This Regulation 3.9 D stipulates that the contractor's liability must be limited, whereby the liability limitation that is customary in the relevant sector must be observed. The limitation of liability as included in Article 21.3 of the ARVODI does not fully align with that requirement because there is a limitation of liability based on a predetermined scale, as a result of which the maximum liability, depending on the assignment value, is many times higher than the liability limitation that is customary in our sector. Article 8.4 of the agreement seems to	“In deviation of article 21.3 of the ARVODI-2018 the following shall apply. The Contractor’s liability for any errors that would have been prevented if Contractor had exercised due care, is limited to a maximum of one time the fee paid and/or owed by the Contracting Authority for the specific services provided under the Contract from which the errors resulted. This limitation of liability shall not apply to liability that according to the applicable law cannot be restricted, to liability for death, bodily injury or damage to health and to liability in case of intent or gross negligence on the part of the Contractor.”	No. See the answer to question 3.

		override article 21.3 with the effect of an unlimited liability, which would not be acceptable. Taking the foregoing into account, can you agree to substitute article 8.4 with the following clause:		
35.	Article 8.6 draft agreement and 13 ARVODI– “Confidentiality”	Article 8.6 draft agreement and 13 ARVODI– “Confidentiality”. Penalty clauses are unacceptable for us. Penalties are uninsurable, which means that a penalty clause must be regarded as a disproportionate remedy. The penalty is, additionally, formulated as immediately payable, i.e. it is payable immediately without it being established in court that the contractor has actually violated its confidential obligations under the agreement. In this context, we would like to point out that it is not necessary to agree on a contractual penalty because the law as well as the contractual terms and conditions contain a safety net with regard to the liability of the contractor and the resulting obligation to pay compensation for damages, in the event of violation of the (confidentiality) obligations under the agreement/purchase terms. In the light of the above, can you agree to refrain from applying a penalty?		We refer to our previous response (see answer to question 5) regarding confidentiality breaches. As stated, such breaches are governed by the existing liability provisions within the Framework Agreement, including the applicable liability caps. No separate penalty clause beyond these contractual provisions applies. The Contracting Authority’s discretion is exercised within the boundaries of the agreed contractual terms. Therefore, the Contracting Authority does not agree to the removal or waiver of the penalty clause as a separate mechanism, but confirms that any liability remains subject to the contractual limits and conditions.
36.	Article 8.5 draft agreement and 21.3 ARVODI– “Indemnification”	Article 8.5 stipulates that the contractor needs to indemnify the contracting authority for third party claims. Providing an indemnity for third party claims is extremely unusual in our industry (the only exception to this is indemnities for claims from tax authorities and social security authorities and for claims from third parties regarding infringement of		As we have previously explained in response to an earlier query on this matter (see answer to question 4), we do not agree to amend or remove Article 8.5. This article reflects standard industry practice, whereby the Contractor indemnifies the Contracting Authority against third-party claims arising from the

		intellectual property rights). The risk placed on the contractor in this way is disproportionate, as determined in Regulation 3.9 A of the Proportionality Guide published by the Ministry of Economic Affairs and Climate in January 2022. Also, it is not clear if the liability cap as set out in 21.3 ARVODI (see our question regarding that article) also applies to the indemnification. Can you please confirm that the agreed liability cap also applies to the indemnification of article 8.5?		Contractor's attributable failure to perform its obligations. The indemnification is limited to claims directly related to the Contractor's professional conduct and liability. Furthermore, the indemnification clause is reasonable, customary, and necessary to protect the Contracting Authority from third-party claims resulting from the Contractor's actions or omissions. Regarding the application of the liability cap set out in Article 21.3 of the ARVODI 2018, this cap remains fully applicable to indemnifications under Article 8.5. Therefore, our position remains that Article 8.5 is an essential part of the agreed risk allocation and cannot be declared inapplicable.
37.	Article 2.5 draft agreement – "Penalty"	Article 2.5 draft agreement – "Penalty". The contractual penalty in clause 2.5 of the agreement is very onerous for us. Penalties are uninsurable, which means that a penalty clause must be regarded as a disproportionate remedy. The penalty is, additionally, formulated as immediately payable, i.e. it is payable immediately without it being established in court that the contractor has actually violated its obligations under the agreement. In this context, we would like to point out that it is not necessary to agree on a contractual penalty because the law as well as the contractual terms and conditions contain a safety net with regard to the liability of		No. See the answers to questions 14, 15 and 24.

		the contractor and the resulting obligation to pay compensation for damages, in the event of violation of the (confidentiality) obligations under the agreement terms. In the light of the above, can you agree to not apply clause 2.5 of the agreement?		
38.	Article 2.1 draft agreement – “Duration”	Article 2.1 draft agreement – “Duration”. Article 2.1 of the agreement stipulates that the agreement has an initial term of two years, with three unilateral options for the client to extend the agreement each time with maximum period of one year. This article does not provide the contractor with the option to not agree to the extension. In our opinion, the contractor should have that option, for example for reasons of changes in personnel or business operations, financial situation, etc. as well as for reasons in light of the independence legislation applicable to the Contractor. We would consider it reasonable if the extension of the agreement were to take place by mutual consent. Can you agree to replace article 2 paragraph 3 of the agreement with the following provision?:	“This Framework Agreement comes into effect on <> and has an initial contract period of two years. The parties may agree in writing to extend the agreement by a period of up to three (3) times one (1) year. The total duration of the Framework Agreement is therefore maximum five years including extension options.”	We do not agree to the proposed amendment. The unilateral extension options have been deliberately included to provide the Contracting Authority with necessary operational flexibility and to ensure continuity of the services. This flexibility is particularly important in the context of potential political or policy-driven decisions that may affect the planning or duration of the agreement. Granting the Contractor the right to refuse an extension would undermine this flexibility and could jeopardize effective contract management.
39.	Article 1.2 draft agreement – “Ranking”	Article 1.2 draft agreement – “Ranking”. Art. 1.2 arranges the ranking of the documents. The memoranda of information may also contain additions and/or amendments to the draft agreement. Can you confirm that any amendments agreed in the memoranda of information regarding the agreement and ARVODI will be incorporated into the agreement itself?		Yes, see the answer to question 2.

Remarks regarding draft Further Agreement for the establishment and activities of a Core Team

No.	Article from draft Further Agreement for the establishment and activities of a Core Team	Reason for objection	Textual suggestions	Answer
1.	3.1	Annex 3C: The Further Agreement includes the name of the core team personnel. Since we are selling expertise and not nominated people, can we - instead of the names - put the required pedigree of the Core Team? It will also prevent amendments of the Further Agreement in case one nominated person of the Core Team changes.		The Contracting Authority values continuity and the assurance of key personnel with the appropriate expertise and experience. Therefore, the names of the Core Team members must be included in Annex 3C of the Further Agreement. Any replacement of Core Team personnel is subject to prior written approval by the Contracting Authority, in accordance with Article 6.2 of ARVODI 2018. Including only job profiles instead of names of the proposed team members is not acceptable.
2.	Article 4.1 draft further agreement – “Duration”	Article 4.1 draft further agreement – “Duration”. Article 4.1 of the agreement stipulates that the agreement has an initial term of one years, with 4 unilateral options for the client to extend the agreement each time with maximum period of one year. This article does not provide the contractor with the option to not agree to the extension. In our opinion, the contractor should have that option, for example for reasons of changes in personnel or business operations, financial situation, etc. as well as for reasons in light of the independence legislation applicable to the Contractor. We would	“This Further Agreement and has an initial contract period of one (1) year starting from <> and ending <>. The parties may agree in writing to extend the agreement by a period of up to three (4) times one (1) year. The total duration of the Framework Agreement is therefore maximum five years including extension options.”	The Further Agreement includes a unilateral extension option for the Contracting Authority in order to ensure continuity and planning security for the ongoing activities. The Contracting Authority is not inclined to make the extension dependent on mutual agreement, as this would undermine the predictability of the contract planning. However, if the Contractor is no longer able to perform the contract for legitimate reasons — such as legal obligations, independence requirements, or force majeure — these circumstances can of course be discussed at the relevant

		consider it reasonable if the extension of the agreement were to take place by mutual consent. Can you agree to replace article 2 paragraph 3 of the agreement with the following provision?:		moment. The current text of Article 4.1 will therefore remain unchanged.
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Remarks regarding ARVODI-2018

No.	Article from ARVODI	Reason for objection	Textual suggestions	Answer
1.	21.3	Liability: Given that each service or PO can entail damages/liability of very different magnitude, we propose limiting the liability to the price of each specific Task Order. Or, replace "Contracts" by "Task Order"		Proposal denied. See answer to question 1 (Remarks regarding draft framework agreement).
2.	21.3	Exclusion of consequential loss	Neither Party shall have any liability under, arising out of or in connection with this Contract, whether by way of breach of contract, breach of duty, tort (including but not limited to negligence), indemnity or otherwise, for (i) any loss of profit, loss of goodwill, injury to reputation, loss of income, loss of use, loss of revenue, loss of contracts, loss of product, loss of production, loss of business opportunity, loss of savings or anticipated savings, third party losses, loss of use of capital, business interruption, interest or increased financing charges, rental charges or other like risks and in each case whether direct or indirect or (ii) any indirect, special or consequential loss or damage whether or not foreseeable at the date of execution of this Agreement or at any time.	Proposal denied. See the answer to question 1.
3.	16.4	It is mentioned that the Contractor will always accept and carry out an order for		In the event that additional work arises under a Further Agreement (Task Order),

		additional work representing up to a maximum of 10% of the original Contract value. Please confirm that the additional work will be paid as an extra to the Contract price.		such additional work shall be remunerated separately, on top of the originally agreed price. The Contracting Authority reserves the right to request a supplementary Quotation prior to the commencement of the additional work.
4.	18.5	We would suggest detailing further this clause in case work properly performed and correct invoice, to allow the Contractor to suspend the work according only if the Contracting Authority does not execute the payment 15 days after the due payment date.		We regret to inform you that we cannot agree to this. Within the Dutch central government, a standard payment term of 30 days applies to all assignments. This cannot be altered due to the structure of our financial and administrative systems.
5.	22.4 and 22.6	We suggest including a remediation period of at least thirty (30) days for causes of termination.		Proposal denied. The Contract Authority reserves the right to terminate the agreement prematurely. If applicable, this shall be subject to a notice period determined in fairness and reasonableness.
6.	ARVODI 2018 – General	We note that the tender refers to the ARVODI 2018. However, the ARVODI got updated by the Dutch government in March to the 2025 version (ARVODI 2025). In recent tenders with the Dutch government the ARVODI 2025 version was also the relevant Terms and Conditions. What is the reason for this tender to refer to the old version of your Terms and Conditions?		Regrettably, an English version of the ARVODI 2025 is not yet available. Consequently, we have opted to declare the ARVODI 2018 applicable to this procedure. The ARVODI 2018 conditions shall remain applicable for the entire duration of the Framework Agreement and all related further agreements (including the exclusion of any future amendment to the 2025 version).
7.	Article 8.3. Article 24.1 ARVODI-2018	Article 8.3. Article 24.1 ARVODI-2018 (intellectual property rights) means that the Client acquires the (intellectual) property of all Final Products delivered by the Contractor.... Please include that the Client shall inform the Contractor in advance in case of other use whether or		Not acceptable. In contrary to your assumption the transfer of the intellectual property rights of deliverables to the Contracting Authority, does not imply the right to amend/change and exploit such deliverables in a non-governmental way.

		not in modified form of services, advice and or works of the Contractor. In addition, any liability to Contractor lapses in case of modification or other use by Client of Contractor's services, advice and or works.		Please note that the Contracting Authority will use all results for the public interest. For this reason the Contracting Authority does not agree on the proposed change of the ARVODI on intellectual property.
8.	Article 13.1 t/m 13.3	Please reciprocate clauses 13.1 through 13.3. The Contractor also has an interest in the confidentiality of the (confidential) information provided. Could you please amend the provisions accordingly?		Not agreed. The Contracting Authority sees no necessity to render Article 13 of the ARVODI-2018 reciprocal. The Contracting Authority is an independent administrative body subject to the general principles of good administration. It complies with the provisions of the (in Dutch) Algemene wet bestuursrecht (Awb), which provide sufficient safeguards for the confidentiality obligations incumbent upon the Contracting Authority, particularly in view of its role as a regulatory authority.
9.	15.2 ARVODI – 2018 - VOG	Applying for a VOG takes some time. Can Client agree that in such situations a proof of application for the VOG will be presented at the start of deployment, after which the VOG will be obtained as soon as possible after commencement of performance?		The Further Invitation to Tender will specify whether a Certificate of Conduct (VOG) is required in relation to the execution of the specific assignment. It will also indicate the timeframe within which the Contractor must possess a valid VOG after the commencement of the assignment, failing which the Further Agreement may be terminated. Following your question, we will send an amended draft Further Agreement for the establishment and activities of a Core Team via TenderNed in which the changes resulting from this memorandum of information are highlighted in blue. The draft Further Agreement for the establishment and activities of a Core

				Team will be amended and we are going to add an article. That article is as follows: - <i>Core Team members must have a valid VOG within 2 months, provided they can show proof of a VOG application at the start of the Further Agreement.</i> - <i>Should a Core Team member fail to acquire a VOG within two months, Contractor must offer a placement staff member of similar competency and experience.</i> See for a similar mechanism the intelligence agency screening requirement 3.1.12 in the Tender Document.
10.	18.3 ARVODI – 2018 - Audit	Can Client agree to a 14-day notice period for an audit?		The Contracting Authority considers a 14-day notice period for audits to be reasonable and can agree to this as a general principle. However, the right to conduct audits remains as set out in Article 18.3 of ARVODI 2018. In exceptional circumstances that require urgent action (e.g. suspected irregularities or fraud), a shorter notice period may be applied.
11.	19.1 ARVODI – 2018 - Bankguarantee	We request that you waive the bank guarantee requirement. Can Client agree to this? If not, can Client explain?		The guiding principle is that no payments shall be made prior to performance by the Contractor. An exception to this may be made, whereby the Contracting Authority may decide, in specific cases, to pay an advance to the Contractor. In such cases, the Contracting Authority will assess the risk associated with the advance payment and, based on that assessment, determine whether a bank guarantee will be

				required. Therefore, this provision remains fully applicable to the Contract.
12.	Article 21 ARVODI	Can you agree to a maximum liability equal to the assignment value?		Proposal denied. See the answer to question 1.
13.	Article 22.3 ARVODI	We would like to supplement this article with: Can you agree to this? If no, why not.	"In performing the work, Contractor is dependent on the timely delivery of the - correct - required data and documents. If the Client fails to do so, the Contractor cannot be blamed."	Proposal denied. We do not consider this necessary or needed to be added. Force majeure involves non-attainable failure. In such a situation, the Contractor is not accountable.
14.	Article 22.6 ARVODI	Are you willing to add a one-month notice period as a requirement to this clause?		Proposal denied. See the answer to question 5.
15.	Article 27.3 en 27.4 ARVODI	Can you indicate the relevance of this article in relation to requested services? We view our terms and conditions of employment as an internal business issue over which clients have no direct influence. Moreover, we are not permitted by law to disclose individual agreements made with employees, if at all. Can you clarify what employment agreements you are referring to? Is the provision of a letter from the tax authorities, showing that we meet our obligations for the payment of social security contributions, sufficient for you? Or is the provision intended so that other data can also be requested? Laws and regulations could stand in the way of such a request from the Client. We therefore request you to declare this article inapplicable. Can you agree to this? If not, why not?		Proposal denied. The paragraphs (27.2 and 27.3) are included in connection with the provisions of the Dutch Act on the Prevention of Sham Arrangements (Wet aanpak Schijnconstructies, WAS), such as the vicarious liability regime (Keten aansprakelijkheid) introduced in the Dutch Civil Code (Burgelijk Wetboek), under which the main contractor can be held liable for unpaid wages, taxes, and social security contributions by subcontractors.
16.	ARVODI 2018 Page 5	Processing of personal data (art. 14 ARVODI-2018) To the extent that personal data are processed in the provision of our services, Contractor considers itself to be a data controller within the meaning of the		We understand the Contractor's position that it generally acts as an independent data controller, given its professional and advisory role. We also recognise that the GDPR allows for situations in which parties

		GDPR. This means that Contractor does not enter into processing agreements with customers as this is only required and appropriate if Contractor acts as a processor. The background to this position is that Contractor is engaged by customers because of its particular expertise on the subject in question and thus provides its services as a professional, independent advisor. Contractor determines entirely independently how it will carry out its work, what resources it will use to do so and what personal data are required to do so, and also drafts its opinions entirely independently. This independence is essential for Contractor to maintain the quality of its services. The obligation to follow client instructions as to which personal data we may process and exactly how we may do so, as a processor must do, inherently impinges on the autonomy that Contractor needs to provide quality services. Processing personal data is also not at the core of our services but rather a necessary adjunct to delivering our services. Finally; to the extent that Contractor receives instructions from clients, these basically relate to the desired output of our services and not how we should process personal data. In view of the foregoing, we believe that entering into a processor agreement is neither appropriate given the GDPR role we actually have (controller), nor necessary for compliance with the GDPR. As the responsible party, the Contractor		operate as separate data controllers, without a processor relationship. However, this Framework Agreement does not yet involve the award of any Further Agreement, and it is therefore not possible at this stage to determine whether and to what extent personal data will be processed within the meaning of the GDPR. For this reason, no data processing agreement is concluded as part of the Framework Agreement. That said, it is not excluded that in the context of Further Agreement awarded under this Framework Agreement, personal data may be processed on behalf of the Contracting Authority. In such cases, the nature of the relationship will be assessed per Further Agreement to determine whether it constitutes a processing relationship as defined in Article 4(8) of the GDPR. Where this is the case, a data processing agreement will be concluded for that specific Further Agreement in accordance with Article 14 of the ARVODI-2018. In summary, at this stage there is no processing of personal data requiring a data processing agreement. Should such processing occur at a later stage in the context of a specific assignment, an appropriate agreement will be put in place.
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		itself will ensure that the necessary processing of personal data complies with the GDPR. The Contractor is, however, willing to make agreements regarding the processing of personal data that are appropriate to a situation where there are two independent processors. In any case, a right to instruct cannot be part of this. Do you share our view that, as the Contractor as the data controller will not receive any instructions from the Contracting Authority regarding the processing of personal data, no processing will be concluded in the context of the Agreement. If not, why not?		
17.	MISSING PROVISIONS	For this tender ARVODI 2018 applies. Will in the future ARVODI 2025 come applicable?		See the answer to question 6.
18.	Intellectual Property Rights (art.24 ARVODI-2018)	It is necessary, based on the professional regulations applicable to our organization, that the intellectual property rights to statements and reports belong to the Contractor. From our discipline we bear the technical responsibility for our statements and other reports. We cannot, of course, bear this responsibility if we transfer the rights to our statements. It is therefore important for us that the agreement contains a provision that stipulates that the intellectual property rights on the reports and statements to be provided by us remain with us and that you therefore cannot process with the further distribution or adaptation of the work products to be delivered by us without our prior permission.	<i>"The Contractor retains all intellectual property rights. All intellectual property rights that the Contractor uses or has used or develops or has developed during the execution of the Assignment for the Contracting Authority or as a result thereof belong to the Contractor. The Contracting Authority is expressly prohibited, unless there is a legal requirement, to reproduce, publish, and/or exploit products which contain intellectual property of the Contractor or products that have intellectual property rights for which the Contractor has acquired user rights, including computer programs, system designs, methods, advice, (model) contracts and to multiply, make known or exploit other mental</i>	Proposal denied. See the answer to question 7.

		Are you therefore willing to add to this provision to the agreement?	<i>products of the Contractor, all in the broadest sense of the word. The Contracting Authority does receive an extensive right of use over the delivered products "</i>	
19.	Art 6.2	Replacement of staff We propose to include a advance notice of 2 months for the replacement of staff at the Client's request, allowing us to anticipate and search for the appropriate replacement profile.		We do not consider a two-month advance notice period for staff replacement to be acceptable. In our view, a notice period of one month is reasonable in the event the Contracting Authority requests replacement of personnel. This allows the Contractor sufficient time to identify a suitable replacement, while preserving the necessary flexibility on the part of the Contracting Authority. In exceptional cases where there are urgent or serious reasons—such as underperformance, incompatibility, or a breach of conduct—the Contracting Authority reserves the right to request replacement on shorter notice, including immediate replacement if warranted by the circumstances. We will send an amended draft Framework Agreement via TenderNed, in which the changes resulting from this memorandum of information are highlighted in blue.
20.	21.3	Annex 3a - ARVODI 2018 - Government terms and conditions for Contracts whose total value is greater than €500,000: €3,000,000 per event and €5,000,000 for each year or part of a year that the Contract has been in force.		Article 21.3 of the ARVODI-2018 is applicable to this procurement procedure, unless explicitly deviated from in the Framework Agreement. The provision included in Article 8.3 of Annex 3b (the draft Framework Agreement) does not substantively derogate from Article 21.3 of ARVODI-2018 but merely reiterates the

		Can you confirm that this article is applicable as article 8.3 of Annex 3b (Draft Framework Agreement) seems to derogate. If the article is applicable, shall we understand that the liability will be 10Meuros for the whole duration of the contract? Or is it cumulative and it is 25M€ (5M x 5 years)? We propose to include a sub-cap per further agreement at 20% of the Further Agreement concerned by the generative event.		liability caps applicable to contracts exceeding €500,000—namely, €3,000,000 per event and €5,000,000 per contract year or part thereof. There is therefore no deviation, but rather a confirmation of the existing provision. For clarity, these caps apply per contract year and are not cumulative over the entire duration of the Contract. This means that the maximum liability per event and per year is reassessed annually. Events deemed related are considered a single event. The limitation of liability under Article 21.3 shall not apply in the following situations: • in the event of third-party claims for compensation due to death or personal injury; • in cases of intent or gross negligence on the part of either Party or its personnel; • in the event of an infringement of intellectual property rights as referred to in Article 24; • with respect to claims for damages, including administrative fines imposed by a supervisory authority, arising from non-compliance with a data processing agreement concluded pursuant to Article 14(2).
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				Under applicable law, parties are in principle liable without limitation for the damages they cause. Nevertheless, ARVODI-2018 has opted for a balanced limitation of liability through a graduated scale. Given the nature and scope of the assignment, the Contracting Authority sees no reason to extend or otherwise modify this liability framework. We do not consider the proposed sub-cap of 20% per Further Agreement to be necessary or proportionate, particularly in light of the structured liability regime already provided under the ARVODI-2018 conditions.
21.	22.6	We request the bilateralisation of article 22.6 relating to termination for convenience and the introduction of a notice period that will allow the Contractor to proceed with the demobilization of its personnel.		Article 22.6 of ARVODI-2018 provides the Contracting Authority with the unilateral right to terminate the Framework Agreement for convenience. This reflects the necessary flexibility for public clients to adapt to changing circumstances in the public interest. The Contracting Authority acknowledges the Contractor's concern regarding the need for a reasonable notice period to allow for orderly demobilisation of personnel. Therefore, while the right to terminate for convenience remains unilateral, the Contracting Authority commits to applying a reasonable notice period, taking into account the nature and scope of the assignment and the legitimate interests of the Contractor.

22.	N/A	Contract Suspension: this topic is not addressed neither in Arvodi 2018 nor in the Draft Framework Agreement. What are the applicable provisions in case of suspension of the activities?		Contract suspension is not explicitly regulated in ARVODI-2018. In the absence of specific provisions, such situations will be dealt with in accordance with the applicable principles of Dutch contract law, including reasonableness and fairness. If the Contracting Authority were to decide to suspend the execution of (part of) the activities, the consequences of such a suspension — for example, in terms of costs, timelines or demobilisation — would be addressed in consultation with the Contractor, taking into account the nature and scope of the services and any agreements in the applicable Further Agreement.
23.	N/A	Warranty period: No duration is included neither in Arvodi 2018 nor in the Draft Framework Agreement. What are the applicables provisions for warranty of the services?		There is no specific warranty period included in ARVODI-2018. However, the Contractor is required to perform the services with due care and professionalism, in accordance with the principles of good contracting practices and the standards that may reasonably be expected from a professional service provider. This follows from article 3 of ARVODI-2018 and the applicable provisions of Dutch civil law (including article 7:401 BW of the Dutch Civil Code, in Dutch: Burgelijk Wetboek). In the event that the services do not meet these standards, the Contracting Authority may request rectification, claim damages, or pursue other remedies under the Framework Agreement and applicable law. If needed, appropriate arrangements

				regarding quality or remedial measures can be made in the context of Further Agreements under the Framework Agreement.
24.	Article 24 ARVODI – Intellectual property rights	Article 24 ARVODI – Intellectual property rights. This article stipulates a full transfer to the Client of all intellectual property rights to the results of the assignment. If the assignment relates to the provision of advice and provision of branded reports, this is objectionable to us. We understand the Client's wish to be able to make undisturbed use of the results of the Assignment. However, a full transfer of the IP rights to an advisory report does entail risks for the Contractor. After all, after the transfer of the intellectual property rights, the Client is permitted to adjust the advisory report or distribute it further outside its own organization without the prior permission of the Contractor. The Contractor therefore effectively loses grip and control over the (content of) the advisory reports it has delivered. Reports that are initially intended exclusively for the Client and have been drawn up taking into account the interests of the Client, and not the interests of third parties. In view of the foregoing, we ask you whether you can agree to include in the (Draft) Framework Agreement that the text of Article 24 of the ARVODI will be amended in such a way that with regard to the results of Assignments to related to advice/ branded reports, the Client will not be permitted to change the content of reports, advice or other written or oral		Not agreed. The provisions of Article 24 of ARVODI-2018 regarding the transfer of intellectual property rights remain unchanged. The Contracting Authority must retain the ability to use the results of the Further Agreements in full within the context of its public duties, which includes making reports publicly available where appropriate. However, as a matter of principle and practice, the Contracting Authority does not amend the content of advisory reports after delivery, nor does it remove attribution. Reports are typically published unaltered and under the Contractor's name and logo. This practice reflects the Contracting Authority's role as a transparent public body whose decisions are often subject to public and political scrutiny. In exceptional cases – for instance, where publication of a report with strong branding might raise confusion – the Contracting Authority may be open to agreeing on additional arrangements. Such cases will be addressed, if needed, in the context of a Further Agreement and do not affect the general framework of Article 24.

		statements from the Contractor, or to provide them to third parties outside its own organisation, without the prior written consent of the Contractor, unless (i) the Client has accepted these statements as its own, therefore under its own name and logo and (ii) these statements do not contain the name of the Contractor or other information that could identify the Contractor as the source. If you cannot agree to this, could you please explain why?		
25.	Article 13 ARVODI - IT service providers	Article 13 ARVODI - IT service providers. Article 13 ARVODI contains a confidentiality obligation with regard to information that we receive in the context of the assignment. Based on the laws and (professional) regulations applicable to our organization, we need your express permission to share the relevant information with IT (cloud) service providers. For (the execution of) its services and so-called "back office", the contractor uses cloud applications, e-mail providers and other supporting IT (cloud) service providers, including for our document management systems, where files and (customer) information are stored in the cloud. For the very limited cases in which these IT (cloud) service providers, in connection with necessary technical support, have limited access to the confidential (customer) information, strict confidentiality agreements apply. For the record, we emphasize that the support of our internal business processes by the relevant IT (cloud) service providers is	"For the purpose of (the performance of) the Assignment, the Client and Contractor may communicate with each other by means of electronic means and/or use electronic storage (including cloud applications), whereby the Contractor is permitted to provide confidential information to IT (cloud) service providers, on the basis of confidentiality and solely to support the business operations of the Contractor. The Contractor remains responsible to the Client for the confidentiality of the confidential information by the relevant IT (cloud) service providers."	The Contracting Authority acknowledges that Contractors may rely on IT (cloud) service providers for the support of their internal operations, including the storage and handling of documents and communications that may contain confidential information. Provided that (i) the use of such service providers is strictly necessary for the performance of the Further Agreements, (ii) appropriate confidentiality safeguards are in place, and (iii) the Contractor remains fully responsible for ensuring confidentiality towards the Contracting Authority. We will send an amended draft Framework Agreement via TenderNed, in which the changes resulting from this memorandum of information are highlighted in blue. The following clause will be included in the Framework Agreement: "For the purpose of performing the Further Agreements, the Contractor is permitted

		necessary for the performance of our services, whereby we accept responsibility for the deployment of these IT (cloud) service providers and the (maintenance of the) confidentiality of the (customer) information. Based on the foregoing, we request that you include the text proposal below in the agreement to be concluded. We cannot perform the work without your express permission. Do you agree to the inclusion of the provision below in the agreement?		to use IT (cloud) service providers in support of its internal business operations. The Contractor may make confidential information available to such providers, provided this is necessary and subject to confidentiality obligations. The Contractor remains fully responsible to the Contracting Authority for ensuring that the confidentiality of such information is maintained."
26.	Article 13 ARVODI - confidentiality	Article 13 ARVODI - confidentiality. Article 13 of the ARVODI exclusively regulates the Contractor's duty of confidentiality. It is reasonable that the Client is also subject to a duty of confidentiality, unless the law (including the Government Information (Public Access) Act) or a court ruling obliges the Client to disclose. Taking the above into account, can you agree to the inclusion of the following provision in the agreement to be concluded?	"In addition to Article 13 of the ARVODI, the following applies. The Client has a duty of confidentiality with regard to the content of reports, advice or other written or oral statements from the Contractor, which does not affect the Client's right to reproduce the aforementioned documents for its own internal use. An exception is made to the duty of confidentiality of both parties in the event that any statutory provision (including the Government Information (Public Access) Act), professional rule or court ruling obliges the party concerned to disclose."	The Contracting Authority acknowledges the importance of mutual confidentiality. However, as explained in response to question 8, the Contracting Authority does not see a need to render Article 13 of the ARVODI-2018 reciprocal. The Contracting Authority is an independent administrative body governed by public law and subject to the general principles of good administration. Applicable laws such as the General Administrative Law Act (in Dutch: Algemene wet bestuursrecht, Awb), provide sufficient safeguards for the proper handling of confidential information, particularly in the context of the Contracting Authority's regulatory responsibilities. In addition, advice and reports provided by the Contractor may serve as input for broader policy considerations or public accountability (e.g., parliamentary communications), and are not solely

				subject to confidentiality obligations arising from the Woo. Therefore, we do not agree to the inclusion of the proposed clause.
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