



Memorandum of Information European tender for the provision of Professional services from a Lender Technical Adviser (LTA)

Date: 2 June 2026

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 202510062).

No.	Chapter/ Paragraph from the selection instructions/the Tender Document	Question	Answer
1.	Section 1, page 9 Section 3.1, page 19	While pages 9 and 19 (Section 3.1.6) provide clarifications on the respective roles of the TSO and the LTA, one point remains unclear: is it permissible for a subcontractor of the LTA contractor to work directly with a vendor, and if so, under what conditions?	In principle, direct interaction between a subcontractor of the LTA contractor and a vendor is not excluded, but it is only permitted under strict conditions. The key principles are: • The LTA contractor remains fully responsible for the performance of the contract, including any work carried out by subcontractors. • Any subcontracting arrangement or form of cooperation that may give rise to a conflict of interest with the Contracting Authority, NEO NL, the TSO or technology suppliers must be disclosed in advance and made fully transparent. • The conflict of interest provisions (Article 3.1.5) apply in full to all subcontractors. • In line with Article 3.1.6 and the broader COI framework, the Contracting Authority may impose additional conditions or exclude a subcontractor where a risk of conflict of interest is identified. • Any intended direct engagement between a subcontractor of the LTA contractor and a vendor in relation to this assignment must be disclosed to the Contracting Authority in advance.

			Provided that it is transparently disclosed and approved in advance, it is permissible only where no actual or perceived conflict of interest arises.
2.	Sections 3.2.4 & 3.7.2	There appears to be a potential inconsistency between Sections 3.7.2 and 3.2.4. While the rates are defined as fully all-inclusive, Section 3.2.4 introduces both mandatory and ad hoc on-site presence requirements. Could you please clarify whether the costs associated with this physical presence (e.g., travel, accommodation, time-related impacts) are to be fully included in the rates or treated separately?	All hourly rates must be fully inclusive. This includes all costs related to on-site presence, such as travel time, travel expenses and accommodation costs. No additional reimbursement will be provided.
3.	Tender Document for the services from a Lender Technical Adviser - 202510062	Due to the need to establish strong consortia for the tender and the internal approval processes needed within our companies, we would greatly appreciate it if the deadline for the tender submission could be extended by one additional months.	The Contracting Authority will not grant an extension of the tender submission deadline. Given the urgency of the LTA to be contracted, the current timetable will remain unchanged.
4.	Page 32 of 53 of Tender Document	Given the specific nature of the nuclear sector, where project cycles are long and the number of new build and major projects developed in the past decade has been limited, we would like to ask whether it would be possible to extend the reference period up to 20 years. We believe that such an extension would allow bidders to demonstrate a broader and more representative track record of relevant experience, particularly for complex nuclear projects, while maintaining the overall objective of ensuring technical capability and quality.	The Contracting Authority maintains the reference period of 10 years. In setting this period, consideration has already been given to the specific characteristics of the nuclear sector and its longer project cycles. In addition, the Contracting Authority considers it important that tenderers demonstrate current knowledge and recent experience in relation to the required core competences.
5.	3.7 3.7.3 Page 25	Are the support team rates subject to indexation?	The Contracting Authority confirms that the Support Team rates are subject to indexation in accordance with the provisions set out in the procurement documents (see requirement 3.7.3) . This applies only the rates of the Framework Agreement. The rates of Further Agreements already provided based on the Framework Agreement are not indexed, with the exception of the rates of the Core Team.
6.	3.7 3.7.3 Page 25	It is understood that the rates are fixed until January 1, 2028, and that applications for rate adjustments are to be submitted in October. Could you please confirm the	The Contracting Authority confirms that the first opportunity to submit a request for a rate adjustment is October 2027.

		specific month and year in which the first application for a rate adjustment should be made (i.e., October 2027)?	
7.	3.3 3.3.3 Page 23	How frequently is the core team expected to be present onsite?	Core Team members are expected to work predominantly remotely, with structured and ad hoc physical presence when required for the execution of the assignment. In concrete terms: • The Core Team member fluent in Dutch must be physically present at the Contracting Authority's office in The Hague at least once every two weeks (as already stipulated in requirement 3.2.4). • The remaining Core Team members are expected to work primarily remotely. • Physical attendance of other Core Team members will be required: ○ during gate reviews and other critical milestones, and ○ when reasonably requested by the Contracting Authority, subject to at least two weeks' prior notice. Accordingly, onsite presence is not defined as a fixed periodic requirement (e.g. weekly), but is driven by project needs and key decision points.
8.	3.3 3.3.3 Page 23	Could the location designated by the Contracting Authority be assumed to be in exclusively in the Netherlands?	In principle, that assumption is correct. When the Contracting Authority designates a location, it is in principle understood to be within the Netherlands, typically in or around The Hague where the Contracting Authority is based. Only in exceptional cases may an international location be designated, but this is currently not foreseen.
9.	3.3 3.3.1 Page 23	With reference to notifying the Contracting Authority, if we are unable to respond to a request for a Further Quotation within 8 working days, can we interpret the requirement for a "substantiated notification" to mean that any delay must be justified—rather than arbitrary—and supported by appropriate facts, evidence, or documentation?	The Contracting Authority confirms that a "substantiated notification" means that the Contractor must inform the Contracting Authority in a timely manner, i.e. within two (2) working days of receipt of the Request for a Further Quotation, if it is not possible to submit a Further Offer within eight (8) working days. Such notification must be reasoned and supported by relevant justification.
10.	3.11 3.11.1 Page 29	It is stated that the value of the Social Return Pilot Project is around 2% of the Further Agreement value. Please confirm whether offers under Further Agreement should include the value of the Social Return Pilot Project	The Contracting Authority confirms that the social return pilot project constitutes an obligation to be performed by the Contractor under the Framework Agreement. The scope of this obligation is indicatively

			estimated at approximately 2% of the total value of the Further Agreements resulting from the Framework Agreement. All related costs shall be for the account of the Contractor and must be included by tenderers in their rates and/or cost structure. The purpose is to ensure that social return forms an integral part of contract performance. This obligation will not be separately reimbursed by the Contracting Authority and therefore the contractor is not required to specify the costs associated with the social return pilot project separately in Further Quotations.
11.	4.3.3 Page 34	Is ISO 9001 certification considered acceptable evidence of a quality assurance system?	The Contracting Authority confirms that a valid ISO 9001 certificate issued by a certification body recognised within a national or international accreditation structure is accepted as evidence of a quality assurance system as referred to in the selection requirement.
12.	1.2 Page 9	Please confirm the Framework duration as under number 2 of the Annex 3b of the draft Framework agreement, a maximum period of 4 years is states	The Contracting Authority notes that the question refers to section 1.2 on page 9 of the Tender Document. This section does not contain provisions regarding the duration of the Framework Agreement. The Contracting Authority assumes that the reference should be to section 2.5 of the Tender Document and Article 2.1 of the draft Framework Agreement (Annex 3b), which set out the duration and extension options. The Contracting Authority thanks you for your observation. The Contracting Authority confirms that the intended duration of the Framework Agreement is two (2) years, with the option for two (2) unilateral extensions of one (1) year each by the Contracting Authority. The maximum total duration is therefore four (4) years. The draft Framework Agreement (Annex 3b) will be amended accordingly to align it with the Tender Document. Following your question, we will send an amended draft Framework Agreement via TenderNed in which the changes resulting from this memorandum of information are highlighted in blue.

13.	Extension of deadline to ask questions	We are still reviewing the documentation - is it possible to extend the deadline to ask questions to 3 June please?	The Contracting Authority is unable to grant an extension of the deadline for submitting questions. The tender was published on 11 May, and tenderers have had the opportunity to submit questions within the prescribed timeframe since that date. Given the urgency of the contract and the established procurement timetable, the current schedule remains unchanged.
14.	§2.3, page 13/53	Could you provide us with "the policy framework" issued by EZK to NEO NL detailing the goals, the objectives and the requirements?	The policy framework can be found at: https://open.overheid.nl/documenten/f84388dc-8cf8-4723-a023-7fa1d96519f0/file Any relevant information pertaining to your question not found in this document must be considered not suitable for public release and can be shared, only if necessary, after agreement award and the signing of an NDA.
15.	§2.3.1	regarding the Gap analysis of discrepancies, the text refers to the international best practices and the established policy framework. What about the Legal and the Regulatory nuclear framework in the NL? For the discrepancy's treatment, it is important to establish in a clear manner the "reference" on which the Gap analysis is based.	The gap analysis shall be conducted against an integrated reference framework consisting of: • the policy framework established by EZK for NEO NL; • applicable Dutch legislation and regulation, including the Nuclear Energy Act and relevant decisions by the ANVS; • applicable European legislation; • internationally recognised best practices, including IAEA guidance (notably NG-G-3.1 Rev. 2); • and other relevant industry standards. The Dutch legal and regulatory nuclear framework therefore forms an explicit part of the reference basis for the gap analysis. In a more informal note, it is important that the Contractor is able to analyse the gap between 'what is' and 'what should be'. If the Owner's plans are not sufficient in relation to international best practice, the established policy framework, relevant legislation <i>or for any other reason</i>, it is the task of the Contractor to analyse this matter.
16.	§2.3.3	As the general advice shall be provided in a series of meetings, could you please specify whether these are regular or occasional meetings?	The meetings referred to in the Tender Document are not pre-defined in terms of fixed frequency. They form a flexible engagement model, to be aligned with project phases and intensity of activity.

			In practice, this will typically involve a combination of regular periodic meetings (for example monthly or bi-weekly where required), supplemented by ad hoc sessions and workshops as needed. The detailed structure will be agreed between the Contracting Authority and the Contractor. Contractor is expected to include an, in their eyes, effective modus and frequency of meetings in their Plan of Approach as per requirement 3.3.1 (2).
17.	§2.3	It is stated that the LTO project and SMR program will be executed by NEO NL : could we know at which stages (Phase 1 or Phase 2) are these project – program ?	It should be noted that the LTO and SMR programmes are currently not executed by NEO NL and are at different stages of development and governance maturity. It should also be noted that the milestones and phases in Figure 2 reflect the status of the Nuclear New Build program/LNPP. Not so much the LTO or SMR programs. At this stage: - the LTO programme is being prepared via the execution of feasibility studies and a change in the Nuclear Energy Act (see 2.1.2) by KGG, with a likely (near) future involvement of NEO NL, and is expected to follow a gate-based structure similar to the LNPP project. As this is a Long-term Operation of an existing NPP, the milestones and phases are expected to differ. - the SMR programme is in an early development phase and is structured as a phased policy and programme initiative. A possible involvement of NEO NL in the SMR programme has not yet been defined. The precise positioning within the IAEA NG-G-3.1 Rev. 2 framework may evolve as the programmes mature and is not fixed at this stage.
18.	§3.2.3	Is there any estimation of the number of hours per period (months or quarter) of the Support Team.	No predefined or binding estimate of hours for the Support Team is available. The deployment of Support Team resources will be demand-driven and will take place only via individual Requests for Further Quotation as per requirement 3.2.3. Each engagement will therefore be scoped, priced and contracted separately based on the specific needs at the time.

Remarks regarding draft Framework Agreement

No.	Article from draft Framework Agreement	Reason for objection	Textual suggestions	Answer
1.	2	Please clarify the Framework Duration as section 1.2 in the Invitation to Tender states a maximum period of 4 years		The Contracting Authority refers to the answer to question 12 regarding the Tender Document. The duration of the Framework Agreement as set out therein is leading. The draft Framework Agreement (Annex 3b) will be amended accordingly to align it with the Invitation to Tender. Following your question, an amended draft Framework Agreement will be send via TenderNed in which the changes resulting from this Memorandum of Information are highlighted in blue.

Remarks regarding draft Further Agreement Core Team

No.	Article from draft Further Agreement Core Team	Reason for objection	Textual suggestions	Answer
1.	No questions	No questions	No questions	No questions

Remarks regarding ARVODI-2025

No.	Article from ARVODI	Reason for objection	Textual suggestions	Answer
1.	14.3	- The additional work could impact our ability to perform the current work effectively and/or efficiently. - The term currently implies that Additional work could be	We would like to suggest a minor qualification for clarity and mutual understanding: We propose that the Contractor may only refuse such Additional Work on reasonable grounds, or	The Contracting Authority sees no reason to amend Article 14.3. Article 14 of ARVODI-2025 already provides that Additional Work refers to work that is not included in the original scope of the

		requested for items outside the scope of work including specialisms involving higher costs	where the requested Additional Work falls outside the agreed scope of work. In addition we propose that any additional work requires mutual agreement on cost, timing, and project impacts before acceptance. We believe this approach ensures flexibility for both parties and maintains the integrity of the originally agreed scope.	Contract, but which may be instructed within the contractual framework. For Additional Work, the Contractor shall submit a quotation and the terms and conditions of the Contract shall continue to apply, unless the Parties agree otherwise.
2.	4.3	Would it be possible to offer a replacement with someone who may have fewer formal qualifications or less experience, but who still possesses all the necessary skills, qualifications, and experience to perform the role competently?	We propose to amend article 4.3 with: <i>"When replacing a person who is responsible for performing the Services, the Contractor will make available a person who possesses expertise, qualifications and/or experience at least equivalent to that of the person being replaced or who satisfies what has been agreed by the Parties in this regard"</i>	The Contracting Authority sees no reason to amend Article 4.3. The principle remains that replacement is only permitted where the replacement possesses at least equivalent expertise, qualifications and experience to the person being replaced, or meets what has been agreed between the Parties.
3.	14.2	Clarify "Foreseen"	We would like to propose to amend "foreseen" with "reasonably foreseen"	The Contracting Authority sees no reason to amend Article 14.2. The term "foreseen" is to be interpreted as reasonably foreseeable in the context of professional services at the time of conclusion of the Contract.
4.	14.2		We would like to propose an amendment to this article so that any work proposed outside the scope of work is clearly identified as Additional Work.	The Contracting Authority refers to Article 14.2 of ARVODI-2025, which already stipulates that work which falls outside the scope of the Contract and which could have been foreseen at the time of contract conclusion does not qualify as Additional Work. The Contracting Authority sees no reason to amend Article 14.2. Expanding the scope of the agreed work can breach the Public Procurement Act 2012 because it can constitute a prohibited significant change to the contracted work. This must be taken into account when deciding

				whether or not to request that Additional Work be performed.
5.	17	Could this article be deleted?	It is understood that no advance payment for services will be requested or granted; therefore, this article is considered redundant.	The Contracting Authority sees no reason to delete Article 17. The guiding principle is that no payments are made prior to the performance of the Services by the Contractor. By way of exception, the Contracting Authority may decide in specific cases to grant an advance payment. In such cases, the Contracting Authority will assess the risk associated with the advance payment and may require a bank guarantee in accordance with Article 17 of ARVODI-2025.
6.	18.1	Clarify "measures"	We would like to propose to amend "measures" with "reasonable measures"	The Contracting Authority sees no reason to amend Article 18.1. The measures to be taken must be reasonable and appropriate in order to prevent or mitigate (further) delay.
7.	28	Can we include a "change in law" provision?	We would like to propose to include the following term to cover for any change in law or increase in tax rates: <i>"If there is a change of any law, regulation or rule, federal, state, or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in judicial or administrative interpretation or practical application of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have adverse effect on that party's rights, obligations, or operations</i>	The Contracting Authority sees no reason to include an additional "change in law" clause. ARVODI-2025 already provides a balanced and exhaustive framework governing the rights and obligations of the Parties. Any changes in laws or regulations are considered part of the Contractor's normal business risk, unless mandatory law provides otherwise.

			<i>associated with this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions"</i>	
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