



Memorandum of Information European tender 'Expert support: Cost effectiveness and business case analyses for future offshore wind farm sites' (closing date: 12 June 2026, 13:00 CEST)

Date: 24 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 IUC-reference 202602143).

The Tendering Authority takes this opportunity to further explain assessment criterion 5.2.1, in particular how the main team of experts and the backup experts are assessed:

All experts offered in Annex 7 will be assessed under award criterion 5.2.1 (Award criteria relating to quality of the team of experts). A total of **30 points** can be scored for this criterion.

- **20 points** for the deliverable comprising Annex 7 and the CVs; Only the main team of experts as described in 3.2 of the Tender document as the 4 "main experts" will be assessed for this sub criterion.
- **10 points** for the deliverable comprising the description of the Team Composition and Expertise Strategy; The backup experts as presented in Annex 7 (including their CVs) will be part of the assessment for this sub criterion.

Question	Chapter/ Section / Annex from the tender document	Question	Answer
1.	ISO 9001 Requirement for Subcontractors	In a principal contractor-subcontractor structure, where the principal contractor holds a valid ISO 9001 certificate and the subcontractor is relied upon for specific technical capacity and experience (as per section 4.3.2), is it required that the subcontractor also holds an ISO 9001 certificate? Or would alternative evidence of quality assurance processes — such as internal quality management procedures, documented methodologies, or other	If the Tenderer relies on a subcontractor for specific technical capacity or experience, the subcontractor must provide the relevant supporting evidence. The subcontractor does not necessarily need to hold an ISO 9001 certificate. However, in accordance with Section 4.3.3 of the Tender Document, an equivalent quality management system must be demonstrated by a certificate drawn up by a certification institution recognized within the national or international accreditation structure.

		demonstrable quality controls — be considered sufficient for the subcontractor? If so, could you please clarify what type of documentation would be considered acceptable as evidence of equivalent quality assurance for a subcontractor in this role?	
2.	Language Requirements for Tender Submission	We would appreciate clarification regarding the language requirements for the submission of the tender documentation. On page 28 of the document ""Tender Document - Invitation to Tender in accordance with the European Open Procedure for Expert Support Cost Effectiveness and Business Case Analyses for Future Offshore Wind Farm Sites"", it is stated that the tender documentation must be submitted in English. However, on the TenderNed platform, under section 5.1.12 – Terms of Procurement, it is indicated that: ""Languages in which tenders or requests to participate may be submitted: Dutch."" Could you please confirm the language in which the tender documents must be submitted?	The Tender must be submitted in English. When the information in TenderNed conflicts with the Tender Document, the Tender Document is leading
3.	Annex 7	Annex 7 includes lines for 10 experts. Is this the limit or can we add more cvs?	There is a maximum of ten (10) experts to include in Annex 7. After the contract has been signed, it will be possible to add experts to the team, if required. The procedure for getting approval for the addition of experts to the team is similar to the procedure for replacing experts, see <i>3.4 Requirements relating to the availability of experts of the Tender Document</i>
4.	Annex 3 Draft framework agreement	Clause 8.3: In addition to Article 19 of the ARVODI-2025, the Contractor indemnifies the Contracting Authority against any claims for damages brought by third parties as a result of its failure to discharge its obligations as referred to in Article 19.2 of the ARVODI-2025. The liability amounts set out in Article 19.2 of the ARVODI-2025 apply mutatis mutandis. The clause reads "any claims""as a result of"" — a broad formulation which potentially converts almost any imputable breach into a basis for third-party indemnity exposure, rather than	No, the Contracting Authority does not agree to delete Clause 8.3 of the Framework Agreement. Read also the clause in 8.3: ".....as a result of its failure to discharge its obligations as referred to in Article 19.2 of the ARVODI-2025." That narrows down the liability (in Dutch law off course) of Contractor in logical and reasonable way according to the Tendering Authority. Also, the Liability of Contractor is limited in the situation(s) as described in article 19.2 ARVODI 2025. And last but not least, the Tendering Authority deems it not reasonable to bear the full financial risk for damages that occurs because of the imputable failure of Contractor to fulfil its obligations.

		confining indemnity to a few classic indemnity categories such as IP infringement or employment/social security matters. Therefore, propose to delete using following justification: Clause 8.3 introduces a general third-party indemnity that materially extends the Contractor's exposure beyond the balanced liability regime agreed under the ARVODI-2025. The ARVODI already addresses the categories of third-party risk most relevant to this engagement — employment and social security, IP, and data protection. A further catch-all indemnity covering 'any claims' 'as a result of' an imputable breach creates open-ended exposure inconsistent with the agreed liability framework. The Contractor proposes deletion of Clause 8.3, relying instead on the liability regime established by Article 19 of the ARVODI-2025.	
5.	Annex 3 Draft framework agreement	As the Framework Agreement is silent on consequential damages, propose the following clause to be included in the Framework Agreement: Neither party shall be liable for any indirect, consequential, special, incidental, or punitive damages, loss of profits, or loss of business opportunities, regardless of whether such damages were foreseeable or whether a party has been advised of the possibility of such damages	No, the Contracting Authority does not agree to include the proposed clause. Consequential damage is not mentioned separately because the ARVODI-2025 does not differentiate between types of damage. The damages referred to in Article 19 of the ARVODI-2025 include all damages, both direct and indirect. The Framework Agreement and the ARVODI-2025 will not be amended.
6.	Annex 3 Draft framework agreement	As Framework Agreement is silent on limitation of liability in time, propose the following: The liability of the Contractor under or in relation to the Framework Agreement or Services shall in all cases expire after one (1) year has elapsed from the date of provision of the Services."	No, the Contracting Authority does not agree to include the proposed contractual limitation period. The Framework Agreement will remain unchanged. In the absence of an agreed contractual limitation period, the statutory limitation regime under Dutch law applies.
7.	Annex 3 Draft framework agreement	ARVODI 19.2 reads as follows: Unless the Parties have agreed otherwise, a Party that imputably fails to fulfil its obligations is liable to the other Party for any damage that the other Party has suffered or will suffer, that liability being limited to a maximum of four times the contract value per event and six times the contract value for each year or part of a year that the Contract has been in force, up to a maximum of	No, the Contracting Authority does not agree to include the proposed clarification. As stated in 2.3 of the Tender Document and in article 3.1 of the Framework Agreement, the "contract value" as mentioned in article 19.2 ARVODI 2025 is Euro 900.000,- and will be the liability cap which will apply to the Call-off orders.

		€3,000,000 per event and €5,000,000 for each year or part of a year in which the Contract has been in force. Related events will be treated as a single event for these purposes. Propose following clarification to be included in the Framework Agreement: For the purposes of Article 19.2 of the ARVODI-2025, 'contract value' shall mean the value of the individual Call-off order under which the Services giving rise to the relevant claim were performed and claims arising under different Call-off Orders shall not be aggregated or treated as a single event.'"	The Contracting Authority considers the liability regime in Article 19 of the ARVODI-2025 proportionate and appropriate for the nature, scope and value of the Services.
8.	Requirements in Tendered	Regarding below, can you please confirm answering ""yes"" to statement ""i comply"" in tendered alone suffices? Based on description under ""Beschrijving"" there is something to be filled in. Beschrijving Fill in Annex 8: Statement pursuant to EU Regulation 2022/576 of 8 April 2022"	Annex 8 does not have to be submitted as a separate signed document. In accordance with Section 7.1 of the Tender Document, by submitting a Tender, including the European Single Procurement Document, the Tenderer agrees to the statement in Annex 8 pursuant to EU Regulation 2022/576 of 8 April 2022.
9.	Financial and economic standing	The Tender Document states that the Tenderer must possess "sufficient financial and economic capacity to fulfil the contractual obligations". Could the Contracting Authority confirm whether there are any explicit minimum thresholds or criteria (e.g. turnover levels, ratios or other financial metrics) that will be applied to assess compliance with this requirement?	No specific financial thresholds or financial metrics apply. By submitting the European Single Procurement Document, the Tenderer declares that it has sufficient financial and economic capacity to fulfil the contractual obligations. In addition, the Contracting Authority may request the winning Tenderer to provide additional evidence, as set out in Section 4.3.1 'Financial and Economic Standing' of the Tender Document.
10.	Award criteria relating to Plan of Approach	Tenderers are requested to submit a sample (dummy) report to illustrate the format and structure of the anticipated deliverable. Could the Contracting Authority confirm whether the sample (dummy) report forms part of the 15-page A4 limit for the Plan of Approach, or whether it may be submitted as a separate appendix?	The sample (dummy) report may be submitted as a separate appendix and does not form part of the 15-page A4 limit for the Plan of Action. The 15-page A4 limit applies to the Plan of Action only. The sample (dummy) report will, however, be assessed as part of award criterion 5.2.3.
11.	Annex 8	The Tenderer is required to agree to the statement in Annex 8 arising from EU Regulation 2022/576.	Please refer to the answer to Question 8.

		Could the Contracting Authority confirm whether Annex 8 must be submitted as a separate signed document (e.g. on company letterhead), or whether submission of the Tender constitutes acceptance of this statement?"	
12.	Terms and conditions Language	We have not been provided with Dutch-language T&Cs so request the English version prevails for this reason.	The English version of the ARVODI-2025 provided as Annex 4 is the applicable version for this Tender Document and the Framework Agreement. As stated in Section 7.3.20 of the Tender Document, communication with the Contracting Authority during the tendering process must be conducted in English. No Dutch-language version will be provided.
13.	Terms and conditions Article 14.2	Please delete the final sentence, as this could create unnecessary conflict on what is "foreseeable": "Work not included in the Contract that the Contractor should have foreseen when the Contract was concluded is not deemed to be Additional Work.	Considering the nature of the Services to be provided under this Framework Agreement, as well as the fact that at the start of each Assignment there will be a Q&A session between the Contractor and the Contracting Authority to clarify the Assignment (see Tender Document, Section 2.4 Scope of the Services), the Contracting Authority is of the opinion that Article 14.2 does not need to be amended.
14.	Terms and conditions Article 19.2	Please replace with the proposed amended wording to ensure a limitation of liability in proportion to the value of a call-off: "19.2 Unless the Parties have agreed otherwise, a Party that imputably fails to fulfil its obligations is liable to the other Party for any damage that the other Party has suffered or will suffer, that liability being limited to a maximum aggregate of four times the value of the Call-off order under which the liability arose, up to a maximum of €3,000,000 per event and €5,000,000 for each year or part of a year in which the Contract has been in force. Related events will be treated as a single event for these purposes.	Please refer to the answer to Question 7.
15.	Terms and conditions 19	Please include as additional clause 19.7 a mutual waiver for consequential loss, which we require in all our contracts: "9.7 Notwithstanding any provision to the contrary in the Contract, neither Party shall be liable to the other, and both Parties respectively waive and release any claim against the other and the members of the other's group, for "Consequential Loss" For the purpose of this clause 19, "Consequential Loss" means: a) consequential loss as defined under the applicable law; and b) loss of use or profit, loss of revenue, loss of	No, the Contracting Authority does not agree to include the proposed clause. Please refer to the answer to Question 5.

		product, liquidated damages under other contracts (i.e. not arising from this Contract), penalties, economic loss, delay in operations, loss of contracts, loss of business, loss of reputation, loss of opportunity, loss of anticipated profit, increased costs of operation or maintenance or loss of mineral reservoirs and other contingent losses, whether direct or indirect, and all and any special, indirect or consequential loss or damage whether arising under the Contract, or whether based on negligence, breach of warranty, breach of contract, strict liability or otherwise."	
16.	Additional experts	The requirements refer to three senior experts and one junior expert. Are additional experts or sub-contractors permitted to contribute in the background, even if they are not formally presented as part of the core team?	Yes, additional experts or subcontractors are permitted to contribute, provided that their contribution remains within the scope of the Tender Document, the Framework Agreement and the relevant Call-off order. Annex 7 provides space for the submission of up to ten (10) experts. The main team must consist of three senior experts and one junior expert. Backup experts may be used for backup capacity, continuity of service or additional capacity within the scope of the Contract.
17.	Scope	The required "infrastructure" for offshore wind farms also covers offshore installation and maintenance infrastructure such as harbours, vessel fleets, An offshore qualified work force and their education, technologies and their future innovation (robotics repair or drone inspection). How, and to what extent should this kind of "infrastructure" be part of the scope of work?	DevEx, CapEx, OpEx, and DecEx are important financial components for calculating key economic performance indicators of offshore wind farms (such as LCOE). The Contractor is expected to fully understand the world behind these figures, but cannot reasonably be expected to be an expert in all underlying technologies and processes. Where the word "infrastructure" is used in the Tender Document, it refers to the physical infrastructure that transmits the electric energy to shore/ to the grid.
18.	Capacity	The process description states that contractors are expected to reserve significant capacity for assignments. How frequently are call-off orders expected to occur? In addition, should contractors anticipate varying configurations or scopes of work between assignments?	The work distribution over the three-year contract period will depend largely on developments within the Ministry and the timeline of the permit tenders. Although the Contracting Authority cannot provide a detailed schedule at this time, care will be taken to keep Contractor informed as the timeline and Assignments become more defined. Based on current expectations and similar contracts in the past, the Contracting Authority expects there will be around 5 Assignments per year.

			The scopes can vary between the Assignments. The Contractor cannot derive any rights from this expectation.
19.	Evaluation	How will current “hot topics” and emerging policy themes be reflected in the evaluation? Is there a distinction between core assessment criteria and more secondary considerations? For example, how are factors such as LCOE and spatial/zoning constraints weighted relative to topics such as system integration and CfD-related considerations?	The evaluation will be carried out on the basis of the award criteria set out in Section 5.2 of the Tender Document.
20.	Costs	To what extent are infrastructure costs expected to be incorporated into the assessment? Since infrastructure availability and costs are partly outside the applicant’s control (e.g. TenneT-related developments), will applicants be evaluated on the inclusion and treatment of these costs? Does RVO provide guidance, data, or designated contacts regarding infrastructure assumptions?	In the event that an Assignment includes Infrastructure costs and availability, the Contracting Authority will provide the information that the Contractor cannot reasonably be expected to have in house. TenneT may be involved in Assignments occasionally, depending on the nature of the Assignment. In such cases, the Contracting Authority will be responsible for the coordination with TenneT.
21.	Data	Metocean and soil data are not available for the search areas “Ten noorden van de Waddeneilanden” and “other Search Areas, yet to be assigned as ‘wind energy area’” on https://offshorewind.rvo.nl/ . What data is available or will be made available for these locations and how and when?	For each Assignment to be performed, the consequence of missing data can be discussed and a way forward can be agreed between the Parties on the basis of what can be reasonably expected from a reputable Contractor.
22.	Subcontracting	Another possibility is to have employees from sub-contractors seconded. Is that a possible route as long as the Contractor is and remains the Single Contractor?	Yes, provided that the Contractor remains the single contracting party and remains fully liable for the performance of the Contract. For further information, please refer to the answer to Question 23.
23.	Subcontracting	One contractor is mentioned, but how are sub-contractors considered? Can a contractor collaborate with sub-contractors while submitting and retaining a single integrated proposal?	Yes. A Tenderer may submit a Tender in collaboration with subcontractors while submitting one (1) integrated Tender. In a principal contractor-subcontractor structure, the principal contractor remains fully liable for the fulfilment of all obligations arising from the Tender and the Contract, including the obligations performed by subcontractors.
24.	Index	Could you add a yearly index to correct prices according to inflation?	No, the rates are fixed and invariable for the duration of the Framework Agreement
25.	Framework agreement	Could the Contracting Authority please confirm whether the framework agreement will be awarded to a single contractor only, or whether multiple contractors may be admitted to the framework agreement?	The Contracting Authority intends to conclude a Framework Agreement with one (1) single Contractor (see 1.2 Reason for this invitation to tender)

26.	Call-off assignments	If multiple contractors may be admitted, could the Contracting Authority please clarify how call-off assignments will be allocated among the framework contractors, including whether any mini-competition or ranking mechanism will apply?	This is not applicable. Please refer to the answer to Question 25. No allocation mechanism, mini-competition or ranking mechanism between multiple framework contractors will apply.
27.	Call-off assignments	Regarding the call-off procedure: the Tender Document states that, after receiving a call-off order, the Contractor will prepare a short proposal on the methodology for the assignment. Could the Contracting Authority please confirm whether this proposal should also include an assignment-specific budget?	Yes. The short proposal should include an assignment-specific budget, based on the expected number of hours and the agreed hourly rates. The Contractor may only start the Assignment after approval of the proposal by the Contracting Authority.
28.	Wake validation data of the BeNeWakes/ Borssele Wind Farm Zone	Will the wake validation data of the BeNeWakes/ Borssele Wind Farm Zone be made available for the project? "The BeNeWakes campaign takes place next to the Borssele Wind Farm Zone and will run from October 2025 until March 2026 and aims to make all data available on this website."	The BeNeWakes project is not directly related to this Contract in any way. In general, results from several studies initiated by RVO are published on the RVO website and can be used by anyone. No promises can be made for this specific project or other projects with regards to publication dates. In the event that the results of the BeNeWakes project are needed for an Assignment, the Contracting Authority can investigate the possibility to share results before they are published in the RVO website
29.	3.2 Requirements relating to the team of experts	Instead of working with a team of 3 senior and 1 junior experts, we would propose an alternative approach on which we believe to bring more added value to RVO. We would like to work with a core team, consisting of a project manager who is an expert themselves with also a deep understanding of the issue at hand and technical breadth, a junior, and 2 senior domain-specific experts. This team would then cover over 80% of the required scope. The project manager will have the leading role and has overall knowledge of the topics, thus will have the helicopter view on the projects and be the primary interface between RVO and the expert team. The additional skills will then be arranged by subject matter experts (techno-economic, battery, molecules, ...) with in-depth knowledge on the specific topics required and the expertise will then be requested when deemed necessary by the core team. This will bring advantages in flexibility as well as a positive financial impact through efficiency while applying maximal knowledge and input for the goals of RVO in the project. Would this approach be acceptable?	Please describe your proposed approach in the deliverables that form the basis of the assessment of the following award criteria: • 5.2.1 Award criteria relating to quality of the team of experts • 5.2.2 Award criteria relating to availability of experts • (5.2.3 Award criteria relating to Plan of Action) However, please take into account that scoring for these award criteria will be as described in the Tender Document, please also refer to the answer to Question 35 that clarifies how main experts and backup experts are assessed under 5.2.1. Backup experts may be used for backup capacity, continuity of service or additional capacity within the scope of the Contract.

30.	7.3.17 Submission of a Tender in collaboration with other organizations	Can the contracting authority clarify how entities within the same corporate group should be treated when their capacities (e.g. personnel, references) are used in the tender? Should these entities formally be considered as subcontractors/relying on capacity, or can they be considered as part of the tendering organization?	Entities within the same corporate group are not automatically considered part of the Tenderer. As explained in 7.3.17 there is a legal difference between a separate legal entity who functions as a sub-contractor or a consortium partner: read first two bullet points in 7.3.17. A separate legal entity within the same corporate group can operate (if Tenderer wish so) as a sub-contractor or as consortium partner. It is up to the Tenderer to decide which legal construction she chooses. If the Tenderer uses the capacities of another legal entity within the same corporate group, for example personnel or references, this must be clearly stated in the Tender. In that case, the Tenderer must indicate in what capacity that entity is involved. Furthermore, as explained in 7.3.17, the choice of participation (as a sub-contractor or as a consortium partner) is relevant for the admittance of a European Single Procurement Document (ESPD). Read the further explanation in 7.3.17.
31.	Framework Agreement (FA)	Ref to article 1.1 "The Contractor is obliged to carry out that Call-off Order in accordance with the terms and conditions and rates set out in this Framework Agreement." What if the call-off requires other items that are not related to the rates set out in the FA e.g. license fee of an IP or off the shelf item? Would it be possible to price that in separately under the Call-off Order?	No. The agreed hourly rates are all-inclusive. Costs necessary for the performance of the Services under a Call-off Order, including costs relating to licenses, model simulations, tools, materials or off-the-shelf items, are deemed to be included in the agreed hourly rates and cannot be priced separately under a Call-off order.
32.	Framework Agreement (FA)	Ref to article 3.7: please provide acceptance criteria of the Call-off Order. Will this be included in the call-off order itself? Our concern here is that the payment is linked to acceptance of the Services by Contracting Authority. We cannot find any information about a mechanism how Services will be accepted by CA.	No separate acceptance criteria apply. The acceptance mechanism follows from Section 2.4 of the Tender Document. For each Call-off order, the Contractor submits a short proposal, including the proposed approach and an assignment-specific budget. After approval of this proposal by the Contracting Authority, the Contractor may perform the Assignment. The Contractor then submits draft results, after which the Contracting Authority may provide comments and questions. The Contractor updates the results and submits the final reports. The Services are accepted once the final reports have been approved by the Contracting Authority.
33.	Framework Agreement (FA)	Ref to article 3.2: propose to amend as follows: "The Contractor shall be entitled to invoice upon completion of a Call-off Order. For Call-off Orders with a duration exceeding one (1) month, the Contractor shall be entitled to submit invoices monthly in arrears for Services performed during the preceding month based on the	No, the Contracting Authority does not agree to the proposed amendment. Article 3.2 of the Framework Agreement and Section 3.8.1 of the Tender Document will remain unchanged. The Contractor may invoice

		actual hours worked. The hourly rates....” Accordingly tender document article 3.8.1 needs to be amended as well.	after completion of a Call-off order or retrospectively on a quarterly basis, based on the actual number of hours worked
34.	Tender Document	Ref article 3.5 : propose to add the following at the end of the third paragraph “Where a potential conflict of interest is identified, the Contractor shall promptly notify the Contracting Authority and seek the Contracting Authority’s prior written approval before undertaking such work, which approval not to be unreasonably withheld or delayed.”	No, the Contracting Authority does not agree to the proposed amendment. The Contracting Authority considers Section 3.5 of the Tender Document sufficiently clear. The proposed addition does not add anything materially different to the existing provision and will therefore not be included.
35.	Tender Document	5.2.1 Award criteria relating to quality of the team of experts - The backup personel will be assesed also with the same criteria of the main team or is only the main team that will be assesed?	All experts offered in Annex 7 will be assessed under award criterion 5.2.1 (Award criteria relating to quality of the team of experts). A total of 30 points can be scored for this criterion. • 20 points for the deliverable comprising Annex 7 and the CVs; <u>Only the main team of experts</u> as described in 3.2 of the Tender document as the 4 “main experts” will be assessed for this sub criterion. • 10 points for the deliverable comprising the description of the Team Composition and Expertise Strategy; The backup experts as presented in Annex 7 (including their CVs) will be part of the assessment for this sub criterion.
36.	Tender Document	5.2. Are there any prescribed or recommended formatting requirements for the documents, such as font size, font type or margins, or do only the stated page limits apply?	No specific formatting requirements have been prescribed for the documents. Only the stated page limits apply. Tenderers are responsible for ensuring that the submitted documents are clearly readable.
37.	Arvodi	We wish to align our liability with our role and responsibilities under this assignment and to ensure that it reflects what is customary in our sector. We therefore propose the following alternative wording: The Contractor shall be liable vis-à-vis the Contracting Authority up to an amount equal to the agreed contract value. No limitation or exclusion of liability shall apply where the Contractor’s liability has been established by a final and non-appealable judgment on the grounds of wilful misconduct or deliberate recklessness. Would you be willing to agree	No, the Contracting Authority does not agree to the proposed wording. Article 19 of the ARVODI-2025 will remain applicable. The Contracting Authority considers the liability regime in Article 19 of the ARVODI-2025 proportionate and appropriate for this Contract.

		to the proposed wording? If not, could you please clarify the reasons for not accepting this proposal?	
38.	Arvodi	"Our organisation does not provide bank guarantees, as such requirement would be disproportionate to the nature and scope of the assignment and would impose unnecessary financial and administrative burdens.	No bank guarantee is required under the current payment arrangements. A bank guarantee may only be required if the Contracting Authority pays an advance for Services that have not yet been provided. As no advance payment is foreseen under the Framework Agreement, Article 17 of the ARVODI-2025 does not lead to a bank guarantee requirement in this tender.
39.	Arvodi	Should this be required, we are willing to provide an appropriate alternative form of security, such as proof of insurance or another equivalent form of guarantee. Accordingly, we respectfully request that Article 17.1 be declared inapplicable."	Since advance payments are not foreseen under the Framework Agreement, Article 17 will not be applicable for this Contract.
40.	Arvodi	Would you be willing to agree to an amendment of Article 11.6 of ARVODI 2025, in conjunction with Article 8.1 of the Framework Agreement, stipulating that any contractual penalty shall only become due and payable after consultations between the parties have taken place and the alleged breach of the confidentiality obligation has been duly established by the parties?	No, the Contracting Authority deems it not necessary to supplement the articles 11.6 ARVODI 2025 and article 8.1 of the Framework Agreement.
41.	Audit provision	We note that this provision introduces an additional indemnity obligation on the Contractor, extending beyond the liability regime set out in Article 19 of the ARVODI-2025. In our view, this results in a disproportionate allocation of risks and imposes an extensive obligation on the Contractor. We therefore request that this additional indemnity clause be declared inapplicable. Would you be willing to agree to this amendment? If not, could you please provide a reasoned explanation as to why this further indemnity is considered necessary in light of the existing liability framework under Article 19 ARVODI-2025?	No, the Contracting Authority does not agree to the proposed amendment. See also the answer regarding question 4.
42.	Framework Agreement (FA)	We consider the audit provision to be disproportionate, in particular the right to conduct audits up to three years after termination and to interview staff. We therefore request that this provision be declared inapplicable. Alternatively, we propose that any audit right be limited to the duration of the Framework Agreement and any Call-	No, the Contracting Authority does not agree to the proposed amendment. The audit provision will remain applicable. The Contracting Authority considers this provision proportionate, as an audit may only be performed if concrete circumstances give cause to do so. The

		off Contract. Would you be willing to agree to this amendment?	Contractor's obligation to cooperate is limited to what may reasonably be expected from the Contractor. By mistake, the last sentence of article 7.1 Framework Agreement begins with the word "Contractor". This must be corrected and replaced with "Contracting Authority".
43.	202602143 Annex 3 Draft framework agreement.pdf and 202602143 Annex 4 ARVODI 2025.pdf Intellectual property / reuse of know how	Can the CA agree to amend Clause 6 of the Framework Agreement and/or Article 23 ARVODI 2025 to clarify that: • the Contractor retains ownership of all pre-existing materials, methodologies, tools and know-how, and • the Contractor shall be entitled to use and reuse general knowledge, experience and non-confidential information acquired in the performance of the Services?	No, the Contracting Authority does not agree to amend Clause 6 of the Framework Agreement and/or Article 23 of the ARVODI-2025. Article 23.2 of the ARVODI-2025 already provides for situations in which existing intellectual property rights are used in the results of the Services. After the moment that Contracting Authority has published the reports or parts thereof, the Contractor may use and reuse general knowledge, experience and non-confidential information, provided that this does not conflict with the Framework Agreement, the ARVODI-2025 or any confidentiality obligations.
44.	202602143 Annex 3 Draft framework agreement.pdf Audit rights	Can the CA agree to amend Clause 7 of the Framework Agreement to provide that: • audits shall be conducted upon reasonable prior notice and during normal business hours, and • the Contractor shall not be required to disclose confidential internal information or documents not directly related to the performance of the Services? If not, can the CA confirm how the confidentiality of the Contractor's internal and third-party information will be protected in the context of audits under Clause 7?	The Contracting Authority can partially agree to amend Clause 7 of the Framework Agreement under the following conditions: Audits will be conducted upon reasonable prior notice and during normal business hours, unless the circumstances of the specific case reasonably require otherwise. The audit will be limited to information relevant to the performance of the Services and the purpose of the audit. Confidential information will be handled in accordance with the confidentiality obligations under the Framework Agreement and the ARVODI-2025.
45.	202602143 Annex 3 Draft framework agreement.pdf Call off structure / scope limitation	Can the CA agree to amend Clauses 1.1, 1.4 and 1.5 of the Framework Agreement to clarify that: • the Contractor shall only be obliged to perform Services that fall within the agreed scope of the relevant Call off Order, and • the Contractor shall not be obliged to accept any Call off Order that materially deviates from the agreed scope, assumptions or resource profile without prior mutual agreement? If not, can the CA confirm how changes to the scope of Services under a Call off Order are intended to be	No, the Contracting Authority does not agree to amend Clauses 1.1, 1.4 and 1.5 of the Framework Agreement. A Call-off order states the specific Services to which it relates and its duration. For each Call-off order, the Contractor submits a short proposal, including the proposed approach and an assignment-specific budget. After approval by the Contracting Authority, the Contractor shall perform the Assignment. During the term of this Framework Agreement, the Contracting Authority may issue Call-off orders, but is not obliged to do so.

		governed, in particular where such changes materially affect the nature or volume of the Services?	Any adjustment during the performance of a Call-off order must remain within the scope of the Framework Agreement, the relevant Call-off order and the applicable procurement law framework.
46.	Limitation period / survival of claims	Can the CA agree to include an express contractual limitation period, providing that: • all claims must be brought within 2 years after completion of the Services? If not, can the CA confirm that, in the absence of an agreed contractual limitation period, the statutory limitation regime under Dutch law applies?	Please refer to the answer to Question 6.
47.	202602143 Annex 4 ARVODI 2025.pdf Indirect / consequential damages	Can the CA agree to amend Article 19 of the ARVODI 2025 to expressly exclude liability for indirect, consequential and special damages, including loss of profit, loss of use and loss of opportunity? If not, can the CA confirm how indirect or consequential damages are intended to be treated under Article 19.2, in particular whether they fall within the liability cap?	Please refer to the answer to Question 5 and 7. The Framework Agreement and the ARVODI-2025 will not be amended.
48.	202602143 Annex 4 ARVODI 2025.pdf Standard of care / Fitness for purpose	Can the CA added the following new clause: "3.2 For the avoidance of doubt, nothing contained in this Agreement or other document referred to therein or term implied by statute shall be construed as imposing on the Contractor any obligation or undertaking to give any express or implied warranty or guarantee as to fitness for purpose or suitability for use and nothing shall impose on the Contractor any greater obligation than that of using the degree of skill and care reasonably applicable to this type of services." If not, can the CA agree to amend Article 3 of the ARVODI 2025 terms and conditions to remove the requirement that the Services be "suitable for the intended use" If not, can the CA confirm that: • this requirement is to be interpreted in line with a professional standard of care, and • it does not constitute a strict liability or fitness-for-purpose obligation?	No, the Contracting Authority does not agree to add the proposed clause or to amend Article 3 of the ARVODI-2025. The requirement that the Services must be suitable for the intended use will be interpreted in light of the nature of the Services, the requirements set out in the Framework Agreement, the Call-off Order and the Tender Document. It does not impose a separate guarantee of specific financial, technical or project outcomes beyond the Contractor's obligation to perform the Services competently and in accordance with the agreed requirements.

49.	202602143 Annex 3 Draft framework agreement.pdf Penalty	Can the CA agree to delete the contractual penalty set out in Clause 8.1 of the Framework Agreement? If not, can the CA agree to amend Clause 8.1 such that: • any contractual penalty constitutes a sole and exclusive financial remedy for the relevant breach, and • the penalty is subject to and included within the overall limitation of liability set out in Article 19.2 of the ARVODI 2025? If not, can the CA confirm whether the contractual penalty is subject to and included within the limitation of liability under Article 19.2 ARVODI 2025?	No, the Contracting Authority does not agree to delete or amend Clause 8.1 of the Framework Agreement. The contractual penalty is a separate contractual remedy and is not subject to or included within the limitation of liability set out in Article 19.2 of the ARVODI-2025.
50.	202602143 Annex 3 Draft framework agreement.pdf Acceptance	Can the CA delete the acceptance requirement in Clause 3.7 of the Framework Agreement? If not, can the CA agree to amend Clause 3.7 of the Framework Agreement to include a clear acceptance mechanism, including: • a defined review period following submission of the Services, and • deemed acceptance in the absence of timely rejection with substantiated reasons? If not, can the CA confirm how the acceptance process is intended to operate in practice, including whether any timeframes apply to the acceptance of Services?	No, the Contracting Authority does not agree to delete or amend Clause 3.7 of the Framework Agreement. Please refer to the answer to Question 32.
51.	5.2.3 Plan of Approach	It is requested to submit a sample (dummy) report to illustrate the format and structure of the deliverable. Please clarify the expected level of detail for this sample report? Specifically, is a structured outline or table of contents sufficient, or should the sample include detailed example content ?	The sample (dummy) report shall demonstrate a clear, logical structure and an organized format for the deliverable. If the Tenderer believes that adding detail is required to demonstrate these requirements or improves the deliverable, Tenderer is free to include a certain level of detail. The dummy report will be assessed on the structure and format.
52.	3.8 Invoicing requirements	Quarterly invoicing means a large gap in cashflow for work undertaken, up to 120 days based on the 30 calendar day terms stated under Article 16 of ARVODI 2025. The Contracting Authority is kindly request to revise this to monthly.	Please refer to the answer to Question 33.
53.	3.8 Invoicing requirements	Invoicing is stated to be based on actual time work. Please clarify if detailed timesheets for each team member will be required to facilitate this, or if an	The invoice must include a summary of the actual hours worked in accordance with the applicable rates, including a brief description of the Services performed.

		indication of total hours per grade on the invoice will be sufficient for this. If timesheets are required, can you confirm if the principal contractor is required to process and submit subcontractor timesheets, or if the Contracting Authority will expect to receive these from the subcontractor?	The principal contractor is responsible for submitting the invoice and any required supporting information, including information relating to work performed by subcontractors. The Contracting Authority will not require separate invoices or timesheets directly from subcontractors.
54.	3.8 Invoicing requirements	It is understood that individual call-offs will be not be on a lumpsum-basis. Please clarify if these will be in a reimbursable with no firm cap- or reimbursable with a firm cap-basis, with the latter based on the agreed submitted assignment proposal.	Individual Call-off orders will not be performed on a lump sum basis. Call-off orders will be reimbursed on the basis of the actual hours worked, using the agreed hourly rates. For each Call-off order, the Contractor submits an assignment-specific proposal, including a budget. The Contractor may not exceed the approved budget without prior approval from the Contracting Authority.
55.	3.6 Requirements relating to the hourly rates	Can the Contracting Authority provide some insight into how IP value is assessed and measured, considering invoicing is based only on actual amount of hours worked. Tenderers may have developed bespoke tools that can be leveraged to provide more robust and extensively validated outputs in shorter timeframes, improving efficiency, working around schedule constraints or offering opportunities for evaluating a greater number of scenarios, for example, algorithms for layout optimisation, constraints mapping or financial modelling. To clarify, this is not referring to an overhead, software or other cost, but added value that provided by Tenderer's services.	No separate IP value will be assessed, measured or remunerated. Invoicing is based on the actual hours worked and the agreed hourly rates. Any added value resulting from the Contractor's tools, methodologies, algorithms, models or other know-how is deemed to be part of the Services provided under the agreed hourly rates. Tenderers may explain in their Tender how their tools, methodologies and expertise contribute to the quality, efficiency and robustness of the Services, where relevant to the applicable award criteria.
56.	3.6 Requirements relating to the hourly rates	The constraint of two grades leaves little flexibility in resource management to leverage the best individuals for each assignment's scope, as and where needed, and provide the most cost-effective solution for the Contracting Authority (CA). The CA is kindly requested to assess if more grades (four in total would suffice) can be included as part of this tender, with slightly smaller ranges in rates but extending slightly above the top max rates, alongside the above clarification related to rate ranges.	No, the Contracting Authority does not agree to include additional grades or to amend the applicable rate ranges. The Tender Document distinguishes between senior experts and junior experts. The Contracting Authority considers this sufficient and appropriate for the Services.
57.	3.6 Requirements relating to the hourly rates	Previous procurement 'Expert support: Cost effectiveness and business case analyses for future wind farm sites', reference 202410004/ WOZ2240183 issued in November 2024 had the rates: - Senior expert: min 120 €/hour, max 200 €/hour - Junior expert: min 60 €/hour , max 120 €/hour	The Contracting Authority has reviewed the applicable rate ranges, taking into account previous tenders and the current market. The rate ranges stated in Section 3.6.2 of the Tender Document will remain unchanged. The Contracting Authority considers these rate

		This procurement has set the rates to: - Senior expert: min 120 €/hour, max 190 €/hour - Junior expert: min 75 €/hour, max 120 €/hour This means the Senior expert grade has seen a reduction in the max rate limit and no adjustment to the lower rate limit, while the Junior expert grade has seen no adjustment to the upper rate limit. EU-wide services inflation between November 2024 and April 2026 is circa 4.8%. The Contracting Authority is kindly requested to review the rates proposed for this tender, particularly noting that they will remain fixed and invariable for three-year expected contract duration.	ranges appropriate for the nature and scope of the Services and sufficient to enable Tenderers to submit a competitive Tender. The agreed hourly rates are fixed and invariable for the duration of the Framework Agreement.
58.	3.1 Requirements relating to the scope of work	Both cost effectiveness metrics (e.g., LCoE) and broader financial indicators such as IRR, NPV, and revenue-related aspects (e.g., CfDs, PPAs) are outlined as requirements in the RFP. Please clarify whether the primary focus of the assignments is on Levelized Cost of Energy (LCoE)-based benchmarking, or whether a detailed evaluation of off-take scenarios and revenue modelling is expected as part of the scope? Specifically, should Contractors develop detailed analyses of PPAs, market revenue assumptions, and financing structures, or are high-level assumptions considered sufficient at this stage?	The exact content of the Assignments will be defined case by case. Based on current expectations and similar contracts in the past, the Contracting Authority expects that out of the metrics listed in the question, the focus will be primarily on the Levelized Cost of Energy (LCOE). However, the Contractor cannot derive any rights from this expectation.
59.	3.1 Requirements relating to the scope of work	Tender Document refers to new technologies such as energy storage, Power-to-X, and system integration solutions. Please clarify the expected level of maturity or implementation detail for these technologies in the analyses (e.g., conceptual inclusion vs. detailed modelling)?	The focus will be primarily on innovative, but relatively mature technologies.
60.	2.4 Scope of the Services	Can the Contracting Authority confirm if the proposals provided for each call-off order will only be required to contain a methodology (technical) or if a cost / budget will also be required?	Please refer to the answer to Question 27.
61.	2.1 Description and objective of the services	The scope of work states the Contracting Authority (CA) may opt to include the grid connection in the calculations. Can you clarify what is the main driver of this decision and if Tennet will be engaged by the CA as part of this scope or if Tenderer is required to do so?	The main driver for including the grid connection in the calculations is to obtain a more complete picture of the total costs involved in the development of offshore wind in the Netherlands. If input from TenneT is required, this will be coordinated by the Contracting Authority. The Tenderer is not expected to engage TenneT

			directly, unless this is expressly agreed as part of a specific Call-off order.
62.	2.1 Description and objective of the services	Please clarify whether access to previous study results or benchmark datasets will be provided to the Contractor?	When this is required for a specific Assignment, the Contracting Authority may share previous study results or benchmark datasets.
63.	Team of experts	The tender documents state that each of the four areas of expertise (Core Competences) must be covered by at least one main team expert and one back-up expert, and that CVs for spare persons must be submitted as part of the backup capacity. Could the Contracting Authority please confirm whether the required back-up expert for each area of expertise may be an additional resource outside the proposed main team, available through internal or external back-up capacity if needed, or whether the back-up expert must be one of the proposed main team experts?	In addition to the main team, backup experts shall be offered. If the four areas of expertise (Core Competences) are covered by more than one main team expert this is appreciated, but still there shall be backup experts that cover all four areas of expertise, to prevent the team from becoming fully dependent on a few individuals only.
64.	paragraph 3.6.2 202602143 Tenderdocument	Regarding Section 3.6.2 of the Tender Document, can the Contracting Authority provide further substantiation for the minimum and maximum hourly rate bandwidths for senior and junior experts, including how these bandwidths were benchmarked against the required expertise, market conditions and the all-inclusive nature of the rates? Can the Contracting Authority confirm that the maximum rates are considered sufficient to attract and retain experts with the required seniority and specialist offshore wind expertise throughout the three-year contract period?	Please refer to the answer to Question 57.
65.	Article 19.2 ARVODI 2025	Regarding Article 19.2 of ARVODI-2025 and the fact that this is a multi-year Framework Agreement with separate Call-off orders, can the Contracting Authority clarify whether the liability cap applies to the Framework Agreement as a whole or separately to each Call-off order? In view of the proportionality of liability for advisory services and the insurability of the risk, would the Contracting Authority agree to amend the liability provision so that the Contractor's aggregate liability under the Framework Agreement is capped at six times the total contract value, subject to a maximum of EUR 5,000,000,	Please refer to the answer to Question 7.

		and that liability in relation to an individual Call-off order is capped at the corresponding contract price or budget for that Call-off order? If this amendment is not accepted, please explain why the current cap is considered proportionate for the nature and value of the Services.	
66.	Formula	Can the Contracting Authority confirm that hourly rates within the permitted bandwidth will not be interpreted as an indicator of lower seniority, lower quality or lower availability of experts during the qualitative assessment?	Yes. Hourly rates offered within the permitted bandwidth will not in themselves be interpreted as an indicator of lower seniority, lower quality or lower availability of experts during the qualitative assessment. The qualitative assessment will be carried out on the basis of the applicable qualitative award criteria set out in the Tender Document.
67.	Deliverables	Can the Contracting Authority clarify which deliverables are expected to be published, whether underlying models, datasets and assumptions will also be published, and how commercially sensitive background information, proprietary tools and third-party data used by the Contractor will be protected?	On the RVO Website reports can be found that have been published under previous contracts: https://offshorewind.rvo.nl/page/view/aa1062e0-67b3-4972-8213-1564e4ab1f5f/ancillary The publications under this Framework Agreement will be similar, both in document/ report type and type of content/ level of confidentiality. The Contracting Authority does not have the intention to publish commercially sensitive information.
68.	Call-off	For individual Call-off orders, can the Contracting Authority clarify which input data, assumptions and boundary conditions will be provided by RVO, TenneT or other governmental bodies, and which assumptions the Contractor is expected to source, develop and validate independently?	The input data, assumptions and boundary conditions will be specified in the relevant Call-off Order where applicable. The Contractor is expected to source, develop and validate other required assumptions independently, including benchmark values for cost inputs and technical inputs available from public sources or resources available to the Contractor. For further information regarding grid connection and coordination with TenneT, please refer to the answer to Question 61.
69.	Subconsultants	If the Tenderer relies on subcontractor experience or subcontractor experts for one or more core competences, can the Contracting Authority confirm what evidence must be submitted with the Tender and what information must be included in Annex 6 and Annex 7 to demonstrate that the subcontractor's knowledge and capacity will be available during contract performance?	If the Tenderer relies on subcontractor experience or subcontractor experts, this must be clearly reflected in the Tender. In Annex 6, the Tenderer must include the relevant reference contract(s), including the subcontractor's role and the division of roles, where applicable. Reference contracts involving subcontractors may only be used if the subcontractor(s) concerned will be involved in the performance of the Contract and the Tenderer can and will make use of their knowledge and experience during contract performance. In Annex 7, the Tenderer must include the relevant experts, including subcontractor experts where applicable, and provide supporting CVs.

			The Tenderer must also describe how the availability of the required experts and any backup capacity will be secured during the term of the Contract.
70.	CVs	Can the Contracting Authority clarify whether back-up experts must meet the same minimum requirements and be assessed in the same way as the main experts, and whether they must also be included in Annex 7 or only submitted through CVs?	The Contracting Authority confirms that backup experts must meet the same minimum requirements as the main experts. See sentence in the first paragraph of 5.1 of the Tender Document: <i>"In your response, you must take into account the requirements set in Chapters 3 and 4."</i> Read for example 3.4: "Contractor guarantees prompt replacement of expert(s) in case of dropping out of its candidates during the execution of the work and must provide replacement candidates <i>with similar qualifications</i> and under the same commercial conditions if required" Concerning the assessment according chapter 5 Tender document, Award criterion 5.2.1, see the answer regarding question 35. The backup experts must be included in Annex 7.
71.	Appendices	Can the Contracting Authority confirm whether cover pages, tables of contents, divider pages, CVs, Annex 7, and the sample/dummy report are excluded from the page limits for the Team Composition and Expertise Strategy, Availability of Experts description, and Plan of Approach?	Cover pages, tables of contents, divider pages, CVs, Annex 7 and the sample/dummy report are excluded from the applicable page limits. The page limits apply to the substantive descriptions only.
72.	paragraph 3.6.2 202602143 Tenderdocument	Regarding Section 3.6.2 of the Tender Document, can the Contracting Authority provide further substantiation for the minimum and maximum hourly rate bandwidths for senior and junior experts, including how these bandwidths were benchmarked against the required expertise, market conditions and the all-inclusive nature of the rates? Can the Contracting Authority confirm that the maximum rates are considered sufficient to attract and retain experts with the required seniority and specialist offshore wind expertise throughout the three-year contract period?	Please refer to the answer to Question 57.
73.	Article 3 ARVODI 2025	Regarding Article 3 of ARVODI-2025, can the Contracting Authority confirm that the phrase "suitable for the intended use as arising from the Contract" does not impose a fitness-for-purpose warranty or result obligation, and that the Contractor's obligation is to perform the Services with the professional skill, care and diligence reasonably expected from a competent	Please refer to the answer to Question 48.

		professional adviser in this field? If this interpretation is not accepted, can the Contracting Authority explain how this obligation should be understood in the context of advisory services that depend on assumptions, third-party data, market developments and model uncertainties? Alternatively, would the Contracting Authority accept the following clarification in the Framework Agreement: "The Contractor shall perform the Services with the professional skill, care and diligence reasonably expected from a competent professional adviser. The Contractor does not warrant that the Services or results will achieve any specific economic, technical, policy or permitting outcome."	
74.	paragraph 3.1.4 202602143 Tenderdocument	Regarding Section 3.1, competence area 4, can the Contracting Authority clarify whether system integration analyses are expected to be limited to the offshore wind farm and offshore/export connection, or whether they may also include interactions with the onshore electricity system after landfall, including onshore transmission constraints, congestion and curtailment? Can the Contracting Authority clarify the expected level of detail for assignments related to System Integration, Grid & Infrastructure Optimisation? For example, should the Contractor assume high-level techno-economic scenario analysis, or may detailed power-system/grid modelling, including dispatch, congestion and curtailment simulations, also be required? Will assumptions on curtailment, conditional transmission rights, grid availability and grid connection constraints be provided by RVO and/or TenneT, or is the Contractor expected to define, substantiate and update these assumptions independently? Should storage and Power-to-X options be modelled primarily as measures to reduce curtailment and improve export cable utilisation, or should they also be analysed	The Contractor is not expected to do calculations on the onshore grid (flows) or onshore system integration. Taking into account more generic assumptions on connection availability and frequency of congestion events can be relevant to the analysis. The Contractor can propose a method that is considered feasible given the budget and appropriate and adequate for assessing the contribution of system integration and storage technologies to the profitability of offshore wind farms and their effect on overall system costs. When specific analysis on the interaction with grid constraints and/or conditional transmission rights is desired by the Contracting Authority, assumptions for that can be proposed by the Contractor. This could be based on existing contract forms but can also make use of (novel) methodologies proposed by the Contractor. The final approach chosen can be agreed upon with the contracting authority during the project. The techniques should be analysed as part of the operation of the wind farm including costs, revenues and operational expenses. But it does not require the detail of a real life technical project design. The analysis is to focus on technologies that need no infrastructure in addition to the power cables.

		as separate business case components with their own cost, revenue and operational assumptions? Please also clarify whether energy conversion should focus mainly on hydrogen or include other Power-to-X pathways, and whether storage analyses should focus on battery storage or also other relevant storage technologies.	
75.	paragraph 3.5 202602143 Tenderdocument	Regarding Section 3.5 of the Tender Document, can the Contracting Authority clarify how it will assess actual, potential or perceived conflicts of interest during the contract term? In particular, would the Contractor or a subcontractor be permitted to act as technical, financial or strategic adviser to developers participating in future Dutch offshore wind permit tenders, provided that appropriate confidentiality, information barrier and conflict-management measures are in place? If not, please specify which types of advisory roles would be considered incompatible with this Framework Agreement.	Simultaneously working on the same wind farm site for a developer and for RVO would create a conflict of interest, as it breaches the independency requirements. However, once the Contractor's work on the business case for a specific site is published on the website of RVO and made publicly available, the Contractor is free to support a developer for that site without violating the independency conditions. The independency requirements may be discussed on a case-by-case basis. It is up to the Contractor to inform the Contracting Authority if a potential (appearance of) conflict of interest could come up. The Contractor can then explain why, in its opinion, there is or is not a conflict of interest. The final decision is always made by the Contracting Authority.
76.	paragraph 2.4 202602143 Tenderdocument	Regarding Section 2.4 of the Tender Document and Article 14.1 of ARVODI-2025, can the Contracting Authority confirm whether, for individual Call-off orders, the Contractor may propose a fixed price or capped budget based on an agreed scope and methodology, rather than working exclusively on the basis of actual hours incurred? If this is not permitted, please clarify the intended pricing and approval mechanism for individual Call-off orders.	Please refer to the answer to Question 54.
77.	Algemeen	Contract prijs: Wordt het contract op basis van een vast bedrag gesloten? Of gaat het uitsluitend om uurtarieven? In paragraaf 2.3 van het aanbestedingsdossier staat: "De aanbestedende dienst heeft de maximale totale contractwaarde geraamd op 900.000 euro (exclusief btw)."	This question will not be answered, as it does not comply with the procedural requirements set out in Section 7.3.20 of the Tender Document, which states that communication with the Tendering Authority during the tendering process must be conducted in English. In order to ensure equal treatment of all Tenderers and to maintain a transparent, consistent and non-discriminatory tender procedure, the Contracting Authority will only respond to questions submitted in English.
78.	2.4 Scope of services (aanbestedingsdocument)	Komt er voor elke opdracht één "afroeporder"?	Please refer to the answer to Question 77.

79.	Paragraaf 2.4 - Aanbestedingsdocument	Par 2.4 Aanbestedingsdocument: Er wordt het volgende aangegeven: de opdrachtnemer dient na de afroeporder een kort voorstel in over de werkwijze voor de opdracht. Moet dit voorstel het aantal uren bevatten dat voor de opdracht nodig is, of gaat het om een vast bedrag?	Please refer to the answer to Question 77.
80.	Paragraaf 2.4 - Aanbestedingsdocument	Par 2.4 Aanbestedingsdocument - Er wordt aangegeven dat een offerte voor de opdracht naar verwachting binnen 3 tot 5 dagen na de afroeporder wordt verstrekt. Betreft het hier kalenderdagen of werkdagen? Wordt deze termijn verlengd in het geval van nationale feestdagen zoals Pasen en Kerstmis? Dezelfde vraag geldt voor de uitvoeringstermijn, die wordt aangegeven als 2 tot 12 weken.	Please refer to the answer to Question 77.
81.	Algemeen	Zou het mogelijk zijn om de termijn voor het indienen van vragen met ten minste vier werkdagen te verlengen?	Please refer to the answer to Question 77.
82.	Paragraaf 2.1 - Aanbestedingsdocument	Zal de RVO informatie over de netkosten van TenneT verstrekken?	Please refer to the answer to Question 77.
83.	Framework Agreement Clause 3.7 – Payment Terms	Payment is stated to be conditional upon acceptance of services; however, no acceptance procedure or timeline is defined. Could the Contracting Authority confirm the acceptance process and timeline for services, and whether payment is subject to any deemed acceptance mechanism in the absence of formal acceptance?	Please refer to the answer to Question 32.
84.	Framework Agreement Clause 8.1 and T&Cs Clause 11.6	A fixed penalty of €10,000 per breach of confidentiality is specified, payable immediately. Could the Contracting Authority confirm whether this fixed penalty applies in all cases irrespective of materiality, and whether it is intended to apply in addition to any other remedies available under the contract?	Please refer to the answer to Question 49. The contractual penalty applies in the event of a breach of the confidentiality obligations and is intended to apply in addition to any other remedies available under the Contract.
85.	Proportionality of hourly rates requirements	We respectfully question whether these fixed maximum hourly-rate thresholds are proportionate , if they would not trigger an unlevelled playing field or artificially narrow competition for this framework agreement.Could the contracting authority remove the maximum hourly-rate thresholds and allow to be evaluated exclusively through the Most Economically Advantageous Tender criterion?	Please refer to the answer to Question 57.

86.	GENERAL GOVERNMENT TERMS AND CONDITIONS FOR PUBLIC SERVICE CONTRACTS 2025 (ARVODI-2025)	Schrap artikel 3 in zijn geheel en vervang het door: „De opdrachtnemer zal de diensten met de nodige vakkundigheid, zorgvuldigheid en toewijding uitvoeren.“ Wij zijn van mening dat de standaard zoals die momenteel is geformuleerd, verder gaat dan wat redelijkerwijs van vakbekwaamheid en zorgvuldigheid mag worden verwacht.	Please refer to the answer to Question 77.
87.	GENERAL GOVERNMENT TERMS AND CONDITIONS FOR PUBLIC SERVICE CONTRACTS 2025 (ARVODI-2025)	Artikel 16.5(a) Gelieve te verwijderen en te markeren als 'Niet gebruikt'. Onze reden: De aannemer dient het recht te hebben om de overeenkomst op te schorten en/of te beëindigen wegens niet-betaling van facturen.	Please refer to the answer to Question 77.
88.	GENERAL GOVERNMENT TERMS AND CONDITIONS FOR PUBLIC SERVICE CONTRACTS 2025 (ARVODI-2025)	Artikel 16.6 Voeg de volgende nieuwe bepaling toe: „Indien de aanbestedende dienst nalaat om onbetwiste vergoedingen te betalen vóór de uiterste betalingstermijn zoals vastgelegd in het contract, kan de aannemer de uitvoering van alle of een deel van zijn diensten en andere verplichtingen uit hoofde van het contract opschorten, mits hij dit ten minste zeven dagen van tevoren aankondigt.“ onze reden: De aannemer dient het recht te hebben om de overeenkomst op te schorten en/of te beëindigen wegens niet-betaling van facturen.	Please refer to the answer to Question 77.
89.	GENERAL GOVERNMENT TERMS AND CONDITIONS FOR PUBLIC SERVICE	Artikel 17: Gelieve te verwijderen en te markeren als 'Niet gebruikt' onze reden: Wij zijn van mening dat dit niet relevant is voor dit contract.	Please refer to the answer to Question 77.

	CONTRACTS 2025 (ARVODI-2025)		
90.	GENERAL GOVERNMENT TERMS AND CONDITIONS FOR PUBLIC SERVICE CONTRACTS 2025 (ARVODI-2025)	Artikel 19.2: Verwijder de volledige tekst en vervang deze door: „Voor zover wettelijk toegestaan, is een Partij die haar verplichtingen uit hoofde van de Overeenkomst niet nakomt, jegens de andere Partij aansprakelijk voor alle schade die de andere Partij heeft geleden of zal lijden (ongeacht of deze schade voortvloeit uit een contract, onrechtmatige daad, plichtsverzuim of anderszins); deze aansprakelijkheid is beperkt tot een totaalbedrag van maximaal € 1.000.000. Voor zover wettelijk toegestaan, is de Opdrachtnemer niet aansprakelijk voor winstderving, inkomstenverlies, verlies van het gebruik van faciliteiten, verlies van producten of productie, of enige indirecte of gevolgschade, hoe deze ook is ontstaan.” Onze reden: Wij zijn van mening dat een aansprakelijkheidslimiet van € 1 miljoen redelijk en evenredig is, gezien de waarde van het contract en de te verlenen diensten. Wij verzoeken u om een vrijstelling van gevolgschade.	Please refer to the answer to Question 77.
91.	GENERAL GOVERNMENT TERMS AND CONDITIONS FOR PUBLIC SERVICE CONTRACTS 2025 (ARVODI-2025)	Artikel 19.5: Verwijderen en markeren als 'Niet gebruikt' Onze reden: Wij zijn van mening dat dit niet relevant is voor de diensten en bovendien voorziet de clause niet in het geval waarin er geen sprake is van een fout van de kant van de aannemer.	Please refer to the answer to Question 77.
92.	GENERAL GOVERNMENT TERMS AND CONDITIONS FOR PUBLIC SERVICE CONTRACTS 2025 (ARVODI-2025)	Artikel 24.1: Verwijder „en verplichtingen” Onze reden: Hoewel wij erkennen dat voor de overdracht van rechten en verplichtingen toestemming vereist is, kunnen wij geen verplichtingen overdragen aan onbekende derden.	Please refer to the answer to Question 77.

93.	Voorstel afwijking FWA ARVODI-2025 IUC reference number 202602143	Wijzig de laatste zin als volgt: „Zodra de aanbestedende dienst en de contractant overeenstemming hebben bereikt over de voorwaarden van een afzonderlijke afroeporder, is de contractant verplicht die afroeporder uit te voeren in overeenstemming met de voorwaarden en tarieven die in deze raamovereenkomst zijn vastgelegd.” onze reden: Om ervoor te zorgen dat de afroeporder door beide partijen wordt goedgekeurd.	Please refer to the answer to Question 77.
94.	Voorstel afwijking FWA ARVODI-2025 IUC reference number 202602143	Clause 1.1: Wijzig de laatste zin als volgt: „Zodra de aanbestedende dienst en de contractant overeenstemming hebben bereikt over de voorwaarden van een afzonderlijke afroeporder, is de contractant verplicht die afroeporder uit te voeren in overeenstemming met de voorwaarden en tarieven die in deze raamovereenkomst zijn vastgelegd.” onze reden: Om ervoor te zorgen dat de afroeporder door beide partijen wordt goedgekeurd.	Please refer to the answer to Question 77.
95.	Framework Agreement ARVODI-2025 Expert Support Costs effectiveness and business case analyses for future offshore wind farm sites IUC ref:202602143	Clause 3.2: Schrap „De opdrachtnemer mag factureren na voltooiing van een afroeporder of achteraf op basis van het werkelijke aantal gewerkte uren per kwartaal.” en vervang dit door „De opdrachtnemer dient maandelijks achteraf facturen in te dienen”. Onze reden: Omwille van onze cashflow vragen wij u om maandelijks te factureren.	Please refer to the answer to Question 77.
96.	Framework Agreement ARVODI-2025 Expert Support Costs effectiveness and business case analyses for future offshore wind farm	Clause 8.1: Voeg aan het einde van de bepaling de volgende nieuwe bepaling toe: „Deze boete vormt het enige rechtsmiddel van de aanbestedende dienst bij schending van de vertrouwelijkheidsbepalingen zoals vastgelegd in artikel 11 van de ARVODI 2025.” Onze reden: Wij kunnen de boete aanvaarden indien dit het enige rechtsmiddel is waarover de aanbestedende dienst beschikt in geval van niet-nakoming.	Please refer to the answer to Question 77.

	sites IUC ref:202602143		
97.	Wind Farm Zones	Can you confirm New Search Areas are limited to Dutch North Sea, and excludes Caribbean territories?	This contract is about the Offshore Wind Farms in the road map for offshore wind in The Netherlands (offshore the main land only; excluding overseas areas), both in the current version of the road map and in future versions (with new Search Areas that are not in the current road map yet)
98.	Independency	The independency requirements state that the contractor and subcontractors must not have any financial or business interests in the results of the investigations or perform conflicting work during the agreement time. What is the view of Contracting authority on our organization to provide consulting services to (Developers, contractors, lenders) during the duration of this project. Could you clarify under what conditions such work would be permissible?	Please refer to the answer to Question 75.
99.	Interfaces	Given that responsibilities for offshore wind development are split (e.g., RVO vs. TSO), could the Contracting Authority clarify how coordination with external stakeholders (e.g., TenneT) will be handled within assignments, if required? Is the Contractor expected to engage directly with external stakeholders (e.g., TenneT) or only via the Contracting Authority?"	If coordination with external stakeholders, such as TenneT, is required for a specific Assignment, this will be coordinated by the Contracting Authority. The Contractor is not expected to engage directly with external stakeholders, unless this is expressly agreed as part of the relevant Call-off order.
100.	Deliverables	Is there an expected level of standardization for deliverables across assignments (e.g., consistent LCoE methodology, reporting templates), or should deliverables be fully tailored per call-off?	Consistency is definitely expected, standardization for deliverables is yet to be confirmed, but will likely depend on the nature of each Assignment and the internal stakeholders involved in the specific Assignments.
101.	Call-off Assignment Execution	The tender indicates a turnaround of 3–5 days for assignment proposals and 2–12 weeks for execution. Could the Contracting Authority clarify expectations regarding scope definition and level of maturity of input data at the start of each call-off?	For each Call-off order/each Assignment, the requirements and expectations for that specific Assignment are communicated.
102.	Financial Modelling	The tender requires modelling beyond IRR, including broader financial indicators. Could the Contracting Authority clarify whether a standardized financial framework or assumptions (e.g., WACC, CfD structures, price scenarios) will be provided?	For each individual Assignment, the input data and assumptions will be discussed and agreed at the start of the Assignment.

103.	Financial Modelling	To what extent should the Contractor incorporate market dynamics (e.g., merchant risk, CfD design variations, PPA structures)? Can you confirm whether any revenue assessments will not be part of the requested services?	Please refer to Section 3.1 (Requirements relating to the scope of work) of the Tender Document where the areas of expertise that the Contractor should cover includes <i>Revenue modelling (Energy market/ price dynamics, PPAs, CfDs, NPV, IRR)</i>; these are listed under 1. <i>Offshore Wind Economics & Finance</i>. Performing business case analyses is part of the Scope of Services under this Contract.
104.	Financial Modelling	Should cost inputs (e.g., CapEx, vessel rates, material costs) be harmonized across assignments to ensure consistency, or updated per assignment based on market developments?	The Contracting Authority cannot confirm at this stage. This will depend on the nature of the specific Assignment. Please assume for now that both options will be possible.
105.	Energy Yield	Is there a preferred approach for uncertainty quantification (e.g., P50/P90 AEP ranges), and should probabilistic modelling be included as standard?	The Contracting Authority cannot confirm at this stage. This will depend on the nature of the specific Assignment.
106.	Energy Yield	To what extent should inter-farm effects (e.g., phased developments, COD variations of neighbouring wind farms) be incorporated into the energy yield and LCoE modelling?	Energy Yield calculations are expected to be performed in an accurate manner. This includes the incorporation of the mentioned effects. The Contracting Authority expects the use of advanced wake models to accurately estimate wake losses. Since wake losses can significantly impact LCOE results, a highly accurate model is recommended.
107.	Energy Yield	Could the Contracting Authority clarify expectations regarding the level of detail required for wake modelling (e.g., simplified engineering models vs. higher-fidelity approaches), particularly in relation to interactions with neighbouring wind farms?	Please refer to the answer to Question 106.
108.	Grid, System Integration & Storage	Will relevant data (e.g., grid constraints, curtailment assumptions, or TSO input parameters) be provided by the Contracting Authority, or is the Contractor expected to rely on publicly available data and internal benchmarks?	Please refer to the answer to Question 61.
109.	Grid, System Integration & Storage	For system integration topics such as storage and Power-to-X, should the Contractor focus on techno-economic screening or detailed sizing and operational modelling?	The goal of the analysis of system integration and storage solutions is to give order of magnitude insights into the overall impact on wind farm business cases and system cost. The objective is not to make a detailed cost estimate based on technical system integration / storage system design.
110.	Grid, System Integration & Storage	What level of detail is expected for grid and system integration analysis (e.g., high-level cost assumptions vs. detailed power system simulation and curtailment modelling)?	The Contractor is expected to propose the level of detail himself. Where technology-specific cost parameters and operational parameters are available these should be taken into account. The objective, however, is

			to give an indication in the extent to which this can improve business cases and/or reduce the overall system costs.
111.	Grid, System Integration & Storage	The tender indicates that grid connection costs may be optionally included. Could the Contracting Authority clarify under which circumstances grid infrastructure (e.g., TSO connection costs, offshore substations, export systems) should be included in the business case?	Please refer to the answer to Question 61.
112.	Wind Farm Layout	To what extent is the Contractor expected to evaluate alternative layout typologies (e.g., regular grids vs. irregular or adaptive configurations), and should these be included systematically in all assignments?	The Assignments will differ in nature. There will be Assignments about Wind Farm Zones or Sites where the site investigations have been completed and published, but there will also be Assignments for Search Areas where these have not yet been completed. It is challenging to say now which typologies will be requested exactly and how many alternative layouts, because it depends on the needs of internal stakeholders at the Contracting Authority and evolving circumstances. However, it is expected to be about 4 to 8 design options. It is expected that Wind Farm Layouts are subject of the Assignments in the majority of the Assignments.
113.	Wind Farm Layout	Could the Contracting Authority clarify expectations regarding the level of optimization required for OWF layouts (e.g., conceptual screening vs. detailed optimization), particularly in offshore contexts where constraints such as zoning and grid interfaces apply?	When OWF layout optimization is subject of the Assignment, the Contracting Authority expects that this will be mainly based on conceptual screening. It might also require a bit more detailed optimization occasionally; the constraints mentioned (zoning and grid interfaces) are likely to be taken into account in Assignments.
114.	Methodology	Is the Contractor expected to align sensitivity analysis methodologies across all assignments to ensure comparability between different wind farm zones, or should analyses be tailored per assignment?	To be confirmed per Assignment
115.	Methodology	The tender specifies sensitivity and risk analysis as part of the scope. Could the Contracting Authority clarify the expected level of detail and standardization for sensitivity analysis (e.g., predefined parameters vs. contractor-defined), and whether specific variables such as turbine configurations, degradation, wake interactions, and financial assumptions should be systematically included across assignments?	To be confirmed per Assignment
116.	Hourly Rates	Since the project is to run 3 years, can indexation in hourly rates be considered? How can Contracting Authority justify uniform costs while yearly inflation can be a big uncertainty?	Please refer to the answer to Question 24.

117.	Liability Clause 19.2 ARVODI	Should Limit of liability be understood per each call-off, and hence contract amount of call-off should be considered for liability limit of x4 contract amount per event and x6 per year? Or overall contract amount (covering all call-off assignments, expected max 900,000 EUR) considered for limit of liability?	Please refer to the answer to Question 7.
118.	Lessons Learned from Last Year's Tender	The Contracting Authority previously issued a similar tender (202410004 Tenderdocument Expert support Cost effectiveness) for expert support on cost effectiveness analyses of wind farm sites. Given the current re-launch of this tender with an expanded scope and adjusted requirements, could the Contracting Authority elaborate on: -the key insights or lessons learned from the previous tender process and/or contract execution, -the main reasons for the evolution in scope (e.g., inclusion of system integration, grid, and broader financial modelling aspects), and -any expectations for how these insights should be reflected in the proposed methodology and Plan of Approach? -why hourly rates have dropped from last year's max rate? (200 EUR/h for senior, and 160 EUR/h for junior experts)	The Tender referred to in the question (202410004) was successfully completed in 2024. This Contract had a duration and maximum contract value as specified in the referenced Tender Document. The maximum Contract value will be consumed earlier than anticipated, due to the fact that the Contracting Authority requested more Assignments (sub-projects), more frequently than anticipated at the time the Tender was issued. Lessons learned from previous tenders/ projects have been incorporated. The evolution in scope is due to the developments in the offshore wind industry and the energy system. The requirements, assessment aspects and award criteria for the Plan of Action are described in 5.2.3 (Award criteria relating to Plan of Action). Regarding the hourly rates, please refer to the answer to Question 57.
119.	Afroep order algemeen	Gelieve een kopie te verstrekken van de afroeporder die de klant voor elke opdracht binnen het raamcontract zou plaatsen onze reden: Dit doen we om te controleren of het in overeenstemming is met de algemene voorwaarden en om te bevestigen dat het de voorwaarden op geen enkele wijze wijzig	Please refer to the answer to Question 77.
120.	FA1.1.	We propose to amend as following: 1.1 During the term of this Framework Agreement, the Client is entitled to issue a Call-off Order for the provision of Services. The Contractor is obliged to carry out that Call-off Order only if and when the Contractor has accepted that Call-off Order in writing, in accordance with	No, the Contracting Authority does not agree to amend Clause 1.1 of the Framework Agreement.

		the terms and conditions and rates set out in this Framework Agreement.	
121.	FA 2.4	We propose to amend as following: 2.4 In addition to the provisions of article 21 of the ARVODI-2025, Contracting Authority is entitled to terminate this Framework Agreement prematurely as soon as the maximum value of the contract is reached as described in the Tender Document. The Contracting Authority shall not be liable to compensate the Contractor for any consequences arising from this termination of the Framework Agreement, save that the Contractor shall be entitled to: (i) payment of the unpaid balance due for Services properly performed up to the effective date of termination; (ii) reimbursement of all costs incurred by the Contractor and its Subcontractors in connection with Services ordered prior to receipt of the notice of termination, to the extent not already covered under (i); (iii) any reasonable cancellation charges and administration costs incurred in connection with such termination; and (iv) any other expenses directly attributable to an orderly close-out of the Framework Agreement. Contracting Authority shall provide not less than [30] days' written notice priority of its intention to invoke this right.	No, the Contracting Authority does not agree to amend Clause 2.4 of the Framework Agreement. The Framework Agreement may be terminated once the maximum contract value has been reached. Services properly performed and accepted before termination will be paid in accordance with the Framework Agreement and the ARVODI-2025. No additional compensation, cancellation charges or close-out costs will be accepted.
122.	FA 3.3	We propose to amend as following: 3.3 It is expressly agreed that if the Contractor does not charge VAT but some or all of the Services are not exempt from VAT, the Contracting Authority will not be liable to pay the VAT in question, to the extent permitted by applicable law, save that the Contractor shall be entitled to recover any VAT properly chargeable in accordance with applicable law.	No, the Contracting Authority does not agree to amend Clause 3.3 of the Framework Agreement. The Contractor is responsible for applying the correct VAT treatment and for submitting invoices that comply with applicable law and the requirements of the Framework Agreement.
123.	FA 3.4	We propose to amend as following: 3.4 The hourly rates cover all Services to be performed by the Contractor under this Framework Agreement. It includes the cost of any materials needed for that purpose, and any additional costs, that the Contractor	No, the Contracting Authority does not agree to amend Clause 3.4 of the Framework Agreement. For further information please refer to the answer to Question 31.

		should reasonably have foreseen at the time of entering into the Framework Agreement.	
124.	FA 3.7	We propose to amend as following: 3.7 Payment will be made once the Services are performed in accordance with a Call-off order. have been received and accepted by the Contracting Authority.	The proposed amendment is unclear and appears to be incomplete or incorrectly formulated. As a result, the Contracting Authority cannot determine with sufficient certainty what amendment is being requested. To avoid any misunderstanding, Clause 3.7 will remain unchanged.
125.	FA 6.1	We propose to amend as following: 6.1 As provided in Articles 23.1, 23.4 and 23.5 of the ARVODI-2025, all copyrights and database rights that can be exercised in respect of the results of the Services are assigned to the Contracting Authority. The Contractor assigns these rights to the Contracting Authority as soon as they arise. Notwithstanding the foregoing, (i) any intellectual property, including but not limited to know-how, methodologies, databases and materials, and any rights thereto (whether registered or unregistered) existing prior to this Framework Agreement or developed independently of it shall remain the sole property of the originating party, and (ii) the Contractor shall have an irrevocable, perpetual, royalty-free, non-exclusive and transferable licence to use, copy and modify the results of the Services and any intellectual property rights therein for its ordinary business purposes, subject to the confidentiality obligations set out in this Framework Agreement. For the avoidance of doubt, both parties may utilise any general know-how, skills and experience acquired in connection with the performance of the Services in the further course of their respective businesses	No, the Contracting Authority does not agree to include the proposed additional license for the Contractor to use, copy and modify the results of the Services for its ordinary business purposes. For further information please refer to the answer to Question 43.
126.	FA 6.2	We propose to amend as following: 6.2 In addition to Article 23 of the ARVODI 2025, the Contracting Authority has sole authority to publish reports provided that the Contractor is consulted in advance of the publication of any report and has approved the publishing of the report or parts thereof. [IA8.1]For the avoidance of doubt, no such publication shall disclose the Contractor's confidential information or any pre-existing intellectual property, know-how, methodologies,	No, the Contracting Authority does not agree to amend Clause 6.2 of the Framework Agreement. The Contracting Authority retains sole authority to publish reports. The Contractor will not be given an approval right regarding publication of the reports or parts thereof. Confidential information and pre-existing intellectual property will be handled in accordance with the Framework Agreement and the ARVODI-2025.

		templates, databases or other proprietary materials of the Contractor, except to the extent expressly agreed in writing by the Contractor. [IA9.1]The Contractor will be cited as the implementing organization if the Contracting Authority decides to do so, provided that the deliverables are not amended in a way that misrepresents their content. The Contracting Authority shall not alter the language, structure, or content of the deliverables, and no reference to the Contractor shall be made where the deliverables are amended. No third-party reliance is permitted, and any risk arising from publication or use of the deliverables in breach of these conditions shall sit with the Contracting Authority[IA10.1]. If the Contracting Authority wishes to publish explanatory notes or a commentary to coincide with the publication of the final report, it will consult the Contractor before doing so.	For further information regarding pre-existing materials, methodologies, tools and know-how, please refer to the answer to Question 43.
127.	FA 6.3	We propose to amend as following: 6.3 The Contracting Authority agrees to indemnify, defend, and hold harmless the Contractor, its affiliates, and their respective officers, directors, employees, subcontractors and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with any third-party claims resulting from the Contracting Authority's use, publication or dissemination of the reports or findings provided by the Contractor. The Contracting Authority shall promptly notify the Contractor in writing of any third-party claim or potential claim. The Contractor shall have the right to participate in the defense of any such claim with counsel of its choice at its own expense.	No, the Contracting Authority does not agree to include the proposed indemnity clause.
128.	FA 7.1	We propose to amend as following: 7.1 If concrete circumstances give cause to do so, the Contracting Authority can perform an audit (or have an audit performed by an authorized third party) upon reasonable prior written notice and during normal business hours. The Contractor will cooperate fully with such audits to the extent reasonably necessary, including	No, the Contracting Authority does not agree to amend Clause 7.1 of the Framework Agreement. For further information regarding the audit provision, please refer to the answers to Questions 42 and 44.

		granting access to relevant Contractor's Staff for interviews and operational reviews, unless the Contractor cannot reasonably be expected to do so. Contractor [IA11.1] has the right to carry out these audits for a period of three one years after the termination of the Framework Agreement or a Call-off-Contract.[IA12.1] Notwithstanding anything to the contrary, the Contractor shall not be required to disclose, and any audit or inspection right shall not extend to, any breakdown of fixed prices, rates, overhead or profit. The Contracting Authority shall exercise its audit rights in a manner that does not unreasonably disrupt the Contractor's business operations.	
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