

## General information

**Tender:** Financial Advisory Services Provider  
**Contracting authority:** Nucleaire Energie Organisatie Nederland B.V.  
**Reference:** PID26051

## Question and answer

**Ref. no.** **Document**  
**Q32** ARVODI2025

**Chapter or appendix**  
19.2

### Question:

In the English version of clause 19.2 it is stated that:

“...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 €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.”

whereas the Dutch version states that:

“waarbij de aansprakelijkheid is beperkt tot maximaal vier maal de hoogte van de opdrachtwaarde per gebeurtenis en zes maal de hoogte van de opdrachtwaarde per contractjaar of gedeelte van een jaar dat de Overeenkomst van kracht is, tot een maximum van € 3.000.000,- per gebeurtenis en € 5.000.000,- per contractjaar of gedeelte van een jaar dat de Overeenkomst van kracht is.”

The difference we observe is in the interpretation of the words “contract value” and “opdrachtwaarde” where the former could be interpreted as full value of the (framework) contract whereas the latter more clearly limits liability to value of the specific assignment under the (framework) contract.

Can you confirm that liability as intended in clause 19.2 indeed concerns the value of the assignment only, and not the full value of the contract?

### Answer:

This question concerns the interpretation of a provision in the ARVODI 2025 general terms and conditions (Appendix A to the Selection Guide) relating to the liability arrangements under the Agreement. As this does not affect the Suitability Requirements or Selection Criteria applicable to the Request to Participate, and does not affect what Candidates are required to submit during the Selection Phase, the Contracting Authority will address this question in the Publication of clarification round (NvI) during the Tender Phase, in good time before the deadline for submitting tenders set out in Section 3.4 of the Selection Guide.

### Phase:

Selection Phase

### Answer round:

Answer round 4

### Answered on:

August 11, 2026

**Ref. no.** **Document**  
**Q33** Selectieleidraad EA Niet Openbare Procedure Financieel Adviseur NEO NL

## **Chapter or appendix**

### **4.4.3**

#### **Question:**

In the RfP it is stated that 'The value of the reference assignment must be at least EUR 300.000, excluding VAT, per year'

Can Contracting Authority verify that this is criteria is an average over all years the engagement was running. Or must this be specifically mentioned per year in the Appendix C - Reference Statement?

#### **Answer:**

Not confirmed as an average. The requirement in Section 4.4.3 of the Selection Guide that the value of the reference assignment must be at least EUR 300,000 (excluding VAT) per year applies to each year during which the reference assignment is being, or has been, performed.

Candidates must specify the value achieved per year under "Other relevant details" in Appendix C, so that the Contracting Authority can verify compliance with this requirement for each year individually.

#### **Phase:**

Selection Phase

#### **Answer round:**

Answer round 4

#### **Answered on:**

August 11, 2026