

CLARIFICATIONS N°3 are provided on an exceptional basis.

Taking into account the considerable time allowed by EIB for the preparation of tenders, NO ADDITIONAL CLARIFICATION or CLARIFICATIONS OF CLARIFICATIONS will be provided

Clarifications n°1 (16/01/2025) and Clarifications n°2 (30/01/2025) can be found below, highlighted in grey colour

#	Subject	Question	Answer
224		Can you please let me know if a very small number of contract reservations could be allowed?	Please refer to Clarification n°79
225		Key Experts. If we have a key expert that doesn't meet 100% of requirements will that lead to a disqualification, or will it only impact our score?	As indicated in the section 14.3 of the Instructions to Tenderers (<i>Note for the evaluation of key experts</i>), Key Experts will be scored against the requirements of the Terms of Reference, with an 80% "mark" serving as a guideline. This means that when an expert is technically acceptable on a particular criterion (...), 80% of the maximum score foreseen for that criterion will be allocated. If the expert exceeds the requirement described in the Tors for that criterion, a percentage between 81 and 100% of the maximum score foreseen for that criterion will be allocated, depending on by how much the expert exceeds the requirement. If the expert's experience goes below the requirement described in ToRs for that criterion he/she will be scored accordingly, a percentage below 80% will be allocated, depending on by how much the expert's experience is below the requirement. For the avoidance of doubt, non-compliance with <u>minimum</u> requirements (Qualifications and skills, Professional Experience) may lead to a rejection of the Proposal
226		Page count. Is there a possibility to extend the 30 page limitation or for us to provide more details on our methodology in appendices to ensure we have provided enough detail for your review?	The Contracting Authority confirms that the 30-page count applies to the main section/text detailing the Organisation & Methodology (therefore excluding annexes and/or other additional structural pages); however bidders are encouraged to minimise the number and content of those additional parts
227		Does the area to be investigated include both proposed sites indicated on the map on page 2 of the Terms of Reference ANNEX, labelled as Essaouira and Tafedna, or is it limited to the one site labelled as Essaouira?	Please refer to Clarification n°13
228	ESIA scope of work	Can we ask what survey data might be already available for use on this project;	The Contracting Authority is not aware of any survey data that is already available for use on this project. The Consultant will need to verify the existence of field surveys or secondary data that could be used as part of the Assignment.
229	ESIA scope of work	Where non-desktop survey data is needed can we assume that those would be outside the scope of work?	Please refer to Clarification n°40
230		We understand that certain field surveys will be required such as the measurement campaign and archaeological surveys. However, we understand that geophysical and geotechnical surveys are not required and that metocean studies need to be scoped but not executed. Could you please clarify which of the baseline studies we should be budgeting into our proposal as studies to be scoped versus those that also need to be executed?	Please refer to Clarification n°40
231		Is the ESIA budget expected to include surveys, offshore and onshore? This includes ornithology, geophysical, fish and benthic ecology grab sampling surveys, including laboratory analysis where applicable?	Please refer to Clarification n°40
232		Have any surveys been undertaken within the offshore array area within the last 3 years, either by the Client in relation to this project, or in relation to any other project that the Client has access to?	Please refer to Clarification n°228
233		Can the DNV-GL feasibility study be provided? While your documents state these cannot be provided at this stage, we feel they are necessary to be able to price this work properly.	Please refer to Clarification n°32

234		Could you please clarify the size of the site that will need to be considered for the ESIA?	Please refer to Clarification n°13
235		I would like to ask if we could bid only for the feasibility study? It is required that all scopes be covered in the bid response?	Please refer to Clarification n°53
236		It is understood that baseline studies are not part of current TA. Who will be in charge of baseline surveys on site ? Will the awarded consultant be considered as the preferred executioner of site the baseline surveys, or will there be one or several separate open tenders for those surveys ?	The services required for the baseline studies will be awarded according to the applicable procurement rules and EIB procedures
237		Can you confirm Impact assessment and ESMP of ESIA report to be provided as part of the TA shall be performed without baseline studies ?	We confirm that Impact assessment and ESMP of ESIA report to be provided as part of the TA shall be provided once the baseline studies results are available. The Impact assessment and ESMP of ESIA report will be part of the final feasibility studies
238		Since baseline surveys will have direct implications on the project ESIA acceptability, what will be the relationships between the awarded consultant for the Technical assistance tender and consultants selected to carry out the baseline surveys?	All services required under the study will be managed by the EIB, in line with its own rules and regulations
239		In which time frame baseline surveys will be conducted on site ? can we expect those surveys will be launched, and partially carried out, during TA time frame (24 months), enabling preliminary results to be available for Project Acceptability?	Preliminary results of the surveys are expected to be available to enable the completion of Project Acceptability, as indicated in the TORs
240		Shall we consider Project Acceptability is to be obtained without site surveys being finalized ?	If you mean the finalization of the Environmental Project Acceptability without site surveys being finalized, it is dependent on the opinion of the relevant authority (CRUI). It is however unlikely that Project Acceptability is obtained without finalised site surveys
241		I refer to 5.3 (a) and 5.3 (b) of the technical capacity requirements in the ITT. Does the phrase per assignment mean that each assignment submitted must cover all the eligible activities listed or can these activities be covered over a number of sample assignments?	<p>"Per Assignment" means that <u>each assignment</u> submitted as reference must cover <u>all</u> the eligible activities listed in section 5.3 of the Instructions to tenderers:</p> <p>5.3 (a): Consultancy assignments related to offshore wind energy projects, covering the activities below (per assignment):</p> <ol style="list-style-type: none"> 1. Site Selection and Wind Resource Assessment 2. Constraints Gap Analysis 3. Site Condition Assessment 4. Conceptual Design 5. Ports, Logistics and Supply Chain Assessment 6. High-Level Project Scheduling Assessment 7. Economic and Financial Analysis 8. Technical Risk Analysis <p>5.3 (b) Consultancy assignments related to renewable energy projects covering the activities below (per assignment):</p> <ol style="list-style-type: none"> 1. Energy Market Review 2. Grid reinforcement study 3. Regulatory Framework Review 4. Environmental and Social Impact Assessment
242		It is understood that the Organisation and Methodology shall not exceed 30 pages. Do these 30 pages include the front page and the index? Or they start counting at the first page of proper Methodology content?	Please refer to Clarification n°226
PLEASE FIND BELOW CLARIFICATIONS N°1 (16/01/2025) AND CLARIFICATIONS N°2 (30/01/2025)			
1	Technical capacity of tenderer	Regarding point "5.3. Technical capacity of tenderer" in section a), projects are requested to cover 8 activities. Is it possible to cover the 8 activities with several projects or must all 8 activities have been carried out in each submitted project?	The Contracting Authority confirms that each assessment presented as reference should include all the activities listed in criteria 5.3 (a)

2	General	02a - AA-010864-002 SECTION B - TATOR_terms of reference Section 6.2 states that, besides a kick-off meeting, a 1st site visit and a final workshop, the project will require regular visits to be agreed at kick-off. As it is understood that all costs related to travel shall be part of the offer, is there already an expectation on how frequent the teams shall meet in Morocco?	It is expected that Masen will require the following physical meetings for the : - Kick off meeting; - First site visit; - Final workshop to present the main outcomes. Frequent online meetings with the consultant are expected to discuss the progress of the studies. Further in person meeting with MASEN will be discussed and agreed in the kick-off meeting. For the any other visit for the purposes of conducting the studies and the ESIA the Consultant is expected to estimate the number of visits considering the information provided in the TOR. Field missions are to be explained by the Consultant in the methodology. In addition, for the ESIA process, the Moroccan authorities request in-person meetings as part of the national environmental process.
3	General	02a - AA-010864-002 SECTION B - TATOR_terms of reference Section 6.3 states that "Office accommodation of a reasonable standard and of approximately 10 square meters for each expert working on the contract and reasonably accessible by phone, fax and e-mail over the duration of the assignment is to be provided by the Consultant." Is this referring to the Consultants home office location within the EU or does it refer to an office space that must be obtained in Morocco?	The Contracting Authority confirms that this section refers to offices that may be specifically chosen for this TA Assignment
4	General	02a - AA-010864-002 SECTION B - TATOR_terms of reference It is understood that the feasibility study up to and including Task 5 Conceptual Design will cover the study of different alternatives and configurations for the mentioned project. As a result of Task 5, it is anticipated that there would be a preferred project concept that would be further elaborated in subsequent Tasks, as well as serving as base case. Please confirm this understanding is correct.	It is confirmed
5	General	02a - AA-010864-002 SECTION B - TATOR_terms of reference Apart from the required Key Experts, is there any requirement to have local certified engineers (e.g. licensed professional engineers) to sign-off feasibility studies, complementary studies and engineering deliverables that are part of the requested scope of works?	Local certified engineers will not be required, in addition to the experts identified in the terms of reference
6	5.1. Logistics and timeline	02a - AA-010864-002 SECTION B - TATOR_terms of reference Section 4.1.2 states that the Consultant is expected to be available online or onsite, and this section 5.1 mentions that the main location of the assignment shall be the Kingdom of Morocco, please confirm that online availability from overseas is acceptable.	As indicated in section 6.3 of the TORs, the accommodation of the Consultant's staff is the responsibility of the Consultant, with all associated costs included in the financial offer. Tenderers are free to make their own arrangements, as long as the services are delivered as needed for the full and complete performance of the TA Assignment, and in line with the terms of reference. In particular, the successful tenderer should be able to liaise effectively with MASEN, whose offices are located in Rabat (Morocco), and to participate in all the required meetings and site/field missions
7	Contract	14 - AA-010864-002 SECTION D. 02 - TAGC In relation to Article 9 Clause 9,1, please confirm that the conflict of interest is only in relation to the project and the consultant (not affiliated companies).	Assessment of a conflict of interest is made on a case-by-case basis in relation to the project. As mentioned in clause 9.1, such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any risk of conflict of interests must be notified in writing to the Contracting Authority without delay.
8	Contract	14 - AA-010864-002 SECTION D. 02 - TAGC In relation to Article 9 Clause 9.4, please confirm that the conflict of interest is only in relation to the project.	Assessment of a conflict of interest is made on a case-by-case basis in relation to the project.
9	Contract	14 - AA-010864-002 SECTION D. 02 - TAGC In relation to Article 10, Clause 10.2, how will the final rate be estimated - when will it be 2% and when 10%?	These rates relate to administrative sanctions which are not automatically imposed and are to be distinguished from the damages, liquidated or general, which are intended to be a compensation for the injury caused to a party by a contract breach committed by the other party. Final rate of an administrative sanction is to be determined after adversarial procedure.
10	Contract	14 - AA-010864-002 SECTION D. 02 - TAGC In relation to Article 12 Clause 12.2, please explain this clause in connection with Article 34. We assume Article 12.2 (b) is the overall liability cap. Is that correct?	No, article 12.2 b) is not an overall liability cap regarding the contract, such cap only applies in case of third-party claims under the conditions of article 12.2(b).

11	Contract	<p>14 - AA-010864-002 SECTION D. 02 - TAGC</p> <p>In relation to Article 13 Clause 13.3, we assume that for our services only a PI-Insurance is relevant. Can you confirm that this clause will be amended? - This clarification is also applicable regarding to Clauses 11.3.5 and 11.3.6 of Special Conditions, which should be modified accordingly.</p>	<p>The clause will not be amended as it states clearly the insurance coverage requested by the EIB and covering the following aspects:</p> <p>(a) the Consultant's liability in respect of sickness or industrial accident affecting its employees, including the cost of repatriation on health grounds;</p> <p>(b) loss of, or damage to, the Contracting Authority's equipment used to perform the contract;</p> <p>(c) civil liability in the event of accidents caused to third parties or to the Contracting Authority and any employee of that Authority arising out of the performance of the contract.</p> <p>d) accidental death or permanent disability resulting from bodily injury incurred in connection with the contract</p>
12	1. Scope of Work	<p>02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex</p> <p>It is noted that the pre-feasibility study conducted by DNV will be made available and will serve as input information to conduct the feasibility study. The consultant is required to evaluate the pre-feasibility study to ensure there is no duplication of works when conducting the feasibility study scope. Would it be possible to receive such pre-feasibility study or an excerpt so it can be used to prepare a more accurate proposal and quotation? In particular, it would be highly beneficial to understand how much data is available already in which the feasibility study should be based on. This would be relevant for Task 4 and Task 11 in particular</p>	Please refer to Clarification n°32
13	1. Scope of Work	<p>02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex</p> <p>It is noted that the pre-feasibility study conducted by DNV identifies a broad Area of Interest and specifically two reduced areas are labelled as "proposed sites" in the provided figure, though the text only refers to one. Please confirm that only the northern one shown in the figure is subject to this scope. It is understood that any study of alternatives, conceptual design, etc. for the project shall be located within that pre-defined proposed site. Please confirm this understanding is correct.</p>	The understanding is correct. The only Area of Interest (AoI) subject to this scope is off the coast of Essaouira-bottom fixed-area. Please refer also to 02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex: 3. Task 2: Constraints Gap Analysis & Site Selection: "Confirm the suitability of the pre-identified site or recommend an alternative location along the coast of Essaouira."
14	Task 3	<p>02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex:</p> <p>1- Could it be confirmed as per the following sentence of page 5 that no "offshore" wind measurement campaign is to be executed: "the Consultant shall further plan and execute an onshore wind measurement campaign in close proximity to the selected site to enable the robust definition of long-term energy yields and substructure designs. The onshore wind measurement campaign (met mast or lidar) shall cover a minimum of 12 months, comply to international standards and be designed to match the typical WTG hub heights of the planned site. The coastal (onshore) met system (met mast or lidar) and the overall cost of the wind measurement campaign must be included within the Consultant's proposal budget"</p> <p>2- In the event that a meteorological mast is selected (as opposed to a Lidar), could you clarify whether the ownership of the mast will lie with MASEN, or if decommissioning needs to be included within the pricing?</p> <p>3- We would recommend that MASEN applies for any permits or consents required for the offshore measurements, with supporting documentation provided by the Consultant. Could you please confirm whether this assumption is appropriate?</p> <p>4- Designing the measurement strategy at the bidding stage may lead to a non-optimal selection and pricing at this early stage. Would the client be open to separating the offshore measurement scope of works so that the offshore measurement strategy can benefit from an informed design following the completion of early stages of other relevant work packages?</p>	<p>1 - There is no "offshore" wind measurement campaign to be executed in this TA.</p> <p>2 - The ownership of the mast will lie with MASEN</p> <p>3 - MASEN will assist the consultant in the process of temporary occupation of the terrain where onshore wind met mast will be erected</p> <p>4 - Cf. above</p>
15	Task 5	<p>02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex</p> <p>We have noted that the proposal suggests a minimum of 2 scenarios for the comparison of layouts. To ensure a comprehensive yet manageable analysis, we would like to clarify the maximum number of technical scenarios that should be considered.</p> <p>Could you please provide guidance on the upper limit for the number of scenarios to be analyzed?</p>	The minimum required is 2 scenarios for the layout comparison, and 4 as maximum, taking into account, among other, different turbine models
16	Task 6	<p>02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex</p> <p>It is required to "Perform an analysis of current in-country capabilities and opportunities for future investment under the different phases": Could you please clarify if this analysis will be based solely on secondary data, without the use of interviews, surveys, or fieldwork?</p>	The Consultant is expected to provide the necessary information as a deliverable. The method is to be chosen at its discretion. No specific approach is required.
17	Task 6	<p>02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex</p> <p>It is required to "Identify key agencies/contractors available in Morocco": Would it be possible to specify if the identification of agencies and contractors will rely on secondary data, rather than interviews, surveys, or fieldwork?</p>	Contractors, subcontractors, and service providers must be identified by the Consultant. No particular data collection method is required

18	Task 7	02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex The outcome of task 9 focused on the regulatory framework will be considered for the timeline, but please note that there is no current framework publicly available on the bidding/permitting procedures for offshore wind in Morocco, therefore any timeframe provided about these activities interfacing with the authorities, where no clear guidance is available from the outcome of task 9, will be an estimation based on our experience in other markets. Can you please confirm acceptance of this approach ?	It is confirmed
19	Task 8	02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex The deliverable calls for a detailed breakdown of CAPEX & OPEX costs. For a feasibility-level study, CAPEX results are normally delivered as supply and installation costs per package (WTG, FOU, T&I, etc.), with a detailed description of the underlying assumptions. Would such an approach be deemed acceptable from Client's perspective?	Yes, such an approach would be deemed acceptable. However, it would be preferable to provide detailed breakdown of the costs, if available
20	Task 10	02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex The scope states that the study shall consider inputs from WTG manufacturers. Please confirm this input will be provided by Client.	Inputs from the WTG manufacturers should be collected by the Consultant. Additionally, it could be based on the Consultant's experience or available data online
21	Task 10	02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex The scope states that the TA shall identify "the impact that such mitigations may have on the final energy production and/or LCoE". Please confirm if this is a quantitative exercise or rather a qualitative one	It is a qualitative exercise
22	Task 10	02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex Due to the limited details that will be available at this early stage on some components (e.g. SCADA) it is proposed to focus the technology risks on the key components having the biggest CAPEX/OPEX impacts such as foundations, WTGs, cables and offshore substations, other components for the onshore grid connection and control equipment are deemed to have a limited technological risk. Can you please confirm alignment with the above?	The Consultant shall identify and consider all components of the offshore wind farm during the Technical Risk analysis, with no limitations specified in the TOR
23	17. Ports Study	02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex "If applicable, the study shall compare different upgrade/expansion options and their cost impact": Please confirm if the criteria used to determine this is provided by Client or by Consultant	Criteria are to be provided by the Consultant
24	17. Ports Study	02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex Scope states that 2 ports shall be studied for O&M and T&I. Sometimes the preferred O&M port is not the same as the one for T&I. Please confirm if it is intended to study 2 ports for both T&I and O&M, or if rather 2 ports for O&M and 2 ports for T&I. This can have an impact on the costs associated to site visits, local engagement, etc.	2 ports for both T&I and O&M
25	20. ESIA	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX It is assumed that the definition and quotation for the execution of all parameters necessary to define the primary baseline for the offshore and onshore components will be defined after the closure of the scoping phase and that baseline field activities are not included in the proposal. Please confirm this understanding is correct.	This is correct. Please refer to the amended TOR (Component 3 ESIA, page 7).
26	20. ESIA	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX It is assumed that for the scoping phase the environmental and social baseline will be conducted using existing and publicly available data for both the onshore and offshore components. Please confirm this understanding is correct.	This is not correct. Please refer to the amended TOR (Component 3 ESIA, page 7). Please note: The preliminary ESIA carried out within the framework of the prefeasibility study is already based on publicly available data

27	20. ESIA	<p>02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX</p> <p>It is assumed that as an outcome of the scoping phase, environmental areas will be defined for which a desktop analysis is not sufficient but field surveys are deemed necessary, for which a proposal and quota will then be defined. Please confirm this understanding is correct.</p>	Field surveys are not included in the scope of the TA. Please refer to the amended TOR (Component 3 ESIA, page 7).
28	Technical capacity of the tenderer	<p>We would like to confirm whether it is acceptable for certain technical capacity requirements of the consortium to be fulfilled through the expertise or qualifications of a subcontracted company, or if the project references presented to meet the technical capacity requirements must strictly pertain to the members of the consortium. Gaining clarity on this matter is essential for ensuring our submission adheres to the tender's expectations and requirements</p>	<p>As indicated in section 5 of the Instructions to Tenderers, if the economic operator relies on the capacities of other entities, regardless of the legal nature of the links which it has with them, it must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the performance of the contract by producing, with the tender documents, a commitment by those entities to place those resources at its disposal. Please refer to the letter of undertaking model available in Part C of the tender dossier. Such entities, for instance a subcontractor or the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality as the economic operator relying on them, and must comply with the selection criteria for which the economic operator relies on them. For the purpose of the present request to participate, the data for this third entity for the relevant selection criterion has to be included in a separate document. Proof of the capacity will also have to be provided when requested by the contracting authority</p>
29	Technical capacity of tenderer	<p>AA-010864-001 Instructions to Tenderers (Section 5.3)</p> <p>Please clarify if for the assignment c, an assignment financed by International Financing Institutions but the client is the developer of the project would be valid.</p>	<p>The Contracting Authority confirms that the nature of the client is not part of the selection criteria, only the source of the financing (loans or grants of international donors or International Financing Institutions). Therefore, a reference where the client is the developer, and which is financed by international financing institutions is eligible</p>
30	Technical capacity of tenderer	<p>AA-010864-001 Instructions to Tenderers (Section 5.3)</p> <p>Will the reference certificates for projects carried out on behalf of the parent company and which meet the requested criteria be accepted and considered?</p>	<p>If the tenderer relies on the capacity of other entities, including a parent company, the tenderer should ensure that the instructions provided in section 5 of the Instructions to Tenderers ("Undertaking: Relying on the capacity of other entities") are properly addressed. The Contracting Authority would like to remind bidders that, regarding the technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the services.</p>
31	Surveys	<p>02b - AA-010864-001 SECTION B - TATOR_terms of reference_Annex (All document)</p> <p>The following requested surveys/Campaigns have been identified:</p> <ul style="list-style-type: none"> - Onshore wind measurement campaign (mast or lidar) covering a minimum of 12 months - Archaeological survey for the ESIA <p>Please confirm no additional offshore campaign/Survey neither UXO survey is requested for this scope of works</p>	<p>An onshore wind measurement campaign (mast or lidar) covering a minimum of 12 months is properly identified and it is confirmed his execution in the TOR.</p> <p>For the Archaeological survey for the ESIA, please refer to the amended TOR (Component 3 ESIA, page 7).</p> <p>For additional offshore campaigns/Surveys, neither UXO survey, please refer to the amended TOR (Component 3 ESIA, page 7).</p>
32	Prefeasibility studies	<p>AA-010864-001 SECTION B - TATOR_terms of reference_Annex (Section 1)</p> <p>According this section, It is the responsibility of the Consultant to review and familiarise itself with the report (which will be made available). This is to ensure that all work conducted is not repeated during the Feasibility Study.</p> <p>Is it possible to have more details regarding the prefeasibility study to be sure to don't include in our offer any work already done?</p>	<p>The prefeasibility study report is confidential at this stage. However, the outcomes of the prefeasibility study shall be shared with the winning tenderer.</p>
33	Management structure	<p>AA-010864-001 SECTION B - TATOR_terms of reference (4.3.2)</p> <p>According this section, the Consultant should nominate a TA operation director (the "TA Operation Director") from its head office with sufficient authority to sign the contract, commit the necessary resources, and to take overall responsibility for the performance of the consultancy team. The operation director should have a minimum of 5 years of professional experience at a level of senior responsibility and be fully fluent in English (CV to be submitted): Normally the person who must sign the contract is the one who has signing authority. Please to clarify this point</p>	<p>If the TA operation Director cannot legally sign the contract, he/she should have the authority to commit the bidder in discussions with the Contracting Authority</p>

34	Surveys	02b - AA-010864-001 SECTION B - TATOR_terms of reference_Annex (Section 5 Metocean Assessment) "Design the data collection campaign to efficiently ensure the incorporation and analysis of existing relevant meteorological and oceanographic data. The measurement campaign must be designed to calibrate existing data where appropriate." Please confirm the data collection campaign execution is not part of the scope of the work. Please confirm the contractor will only be in charge of the data collection campaign specification.	Both points are confirmed. In addition, bidders are reminded to consider the revised 2nd bullet point in Task 4 of the TORS (Annex 1): " <i>The Consultant shall acquire long-term high quality and reliable wave hindcast data at one or two points within the selected area for the Project. This must also include oceanographic data to support the design of substructures.</i> "
35	Wind measurement	AA-010864-001 SECTION B - TATOR_terms of reference_Annex (Section 3) If deployment of a floating Light Detection and Ranging (LiDAR) device, is selected by MASEN please confirm who will take it in charge	If MASEN selects the deployment of a floating LiDAR device, this will not be part of the Scope of Work of this Technical Assistance. However, please note that the Annex of the TORs, Section 3, states that "the Consultant shall further plan and execute an onshore wind measurement campaign in close proximity to the selected site [...]. The onshore wind measurement campaign (mast or lidar) shall cover a minimum of 12 months [...]".
36	Office accommodation	AA-010864-001 SECTION B - TATOR_terms of reference (6.3) The Office accommodation is also a requirement for local consultant witch has already an office and accommodation in Rabat/morocco? In case of consortium between local and foreign consultant, is the requirement valid also for the local consultant?	The tenderer is free to make its own arrangements about office accommodation, as long as the services are delivered in line with the terms of reference, with all the costs included in the financial offer.
37	Liability period	AA-010864-001 SECTION D. 02 - TAGC (34.5) According this section, the Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract: This clause is valid for how long after completion of the contract? We understand from the section C.05 document "PRE-FINANCING GUARANTEE FORM" that the maximum is 18 month? Please to confirm this	The 18 months period mentioned in the guarantee form is not linked to this section 34.5. There is no time limitation for a damage coming into light after completion of the contract other than the limitation period under the applicable law of the contract
38	EU contribution publicity	AA-010864-001 SECTION D. 02 - TAGC (7.7) The TAGC require that "Unless otherwise requested or agreed by the European Commission, the Consultant shall take the necessary steps to ensure that the financial contribution of the EU is given adequate publicity. These steps must follow the rules applicable in the Communication and Visibility Manual for EU External Actions defined and published by the European Commission": Please to explain more what kind of steps the consultant should take?	The Contracting Authority confirms that the mandate's Visibility Requirements can be found in §7.3 of the Terms of Reference. For more specific details we invite you to consult the specific guidelines referred to in this section.
39	Subcontracting / Technical capacity of the tenderer	AA-010864-001 Instructions to Tenderers (Section 5.3) Please confirm if subcontracting company can provide project experience for the consortium	Please refer to Clarification n°28
40	ToR Annexes 20.7 Baseline Studies	Are the studies intended to be limited to Desktop studies, or are Field Surveys within Consultant's scope?	The Contracting Authority confirms that the Field Surveys are not included in the scope of the TA. Please refer to the amended TOR (Component 3 ESIA, page 7).
41		Will the Consultant will be required to provide any Securities such as a Parent Company Guarantee when entering into contract "TA" should probably read "Consultant"- I was asking whether the Consultant will be required to provide any Securities such as a Parent Company Guarantee when entering into contract. I understand the financial guarantee is to cover an initial 30% pre-financing payment. Are there any further securities/guarantees required from the Consultant, for example financial guarantees to cover the Consultant's performance during the remaining contract term?	With regard to the financial guarantee, referred to in Article 30 of the General Conditions (GC), it shall be drafted at the name of the individual company or leader of the consortium, as the case may be, that is awarded the contract, in line with the conditions set out in the GC. To be approved, it shall be issued by a financial institution with a minimum investment grade rating issued by any of international credit rating agencies, and follow the template provided in the tender dossier. With regard to other potential guarantees or insurance, it would be the responsibility of the winning tenderer to comply with all its obligations under the contract. To this aim, the Contracting Authority recommends that tenderers pay particular attention to the GC provided in the tender dossier.
42	Environmental surveys	02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex (20) We understand that an environmental permitting process requires field surveys. Will you be launching an independent tender for field campaigns?	Please refer to Clarification n°40
43	TA Operation Director	AA-010864-002 SECTION B - TATOR_terms of reference (4.3.2) Please confirm if the "TA Operation Director" can be one of the key experts or it shall be an independent figure.	As indicated in section 6.1 of the TORs, the support/backstopping staff cannot be assigned as short or long-term experts while still maintaining their original assignment. The two responsibilities must be kept separate
44	Selection criteria	03 - AA-010864-002 SECTION C. 01.a - TA Tender Submission Form Please, confirm that in the 03 - AA-010864-002 SECTION C. 01.a - TA Tender Submission Form 2021, 2022, 2023 and 2024 information must be included, but only 2021, 2022 and 2023 data will be considered as the selection criteria.	It is confirmed

45		<p>01 - AA-010864-002 SECTION A - TAINSTRUCT_Instructions to tenderers (3) As we were not anticipating the release of this tender before the Christmas break, we kindly request an extension of the deadline by at least two weeks.</p>	<p>The Contracting Authority has extended the deadline for the submission of tenders to 27/02/2025 (12:00 CET). The last date for the Contracting Authority to issue clarifications has also been moved to 30/01/2025 (23:59 CET) - please refer to revised Instructions To Tenderers_REV 1</p>
46		<p>07 - AA-010864-002 SECTION C. 01.e - TA declaration on professional capacity Please, confirm that 07 - AA-010864-002 SECTION C. 01.e - TA declaration on professional capacity must include the CVs of the staff listed in "Table of permanent staff working for the candidates in fields related to this contract".</p>	<p>It is confirmed</p>
47		<p>10 - AA-010864-002 SECTION C. 04 - TABUDGET In coherence with 02A - AA-010864-002 SECTION B - TATOR_terms of reference, the 10 - AA-010864-002 SECTION C. 04 - TABUDGET document assumes that ESIA includes the component 5. Finalisation of the Environmental Acceptability of the Project, or this point is not needed to be included in the global price breakdown?</p>	<p>The ESIA includes the component 5. Finalisation of the Environmental Acceptability of the Project</p>
48	<p>Part A. Instructions to tenderers, section 3 Timetable Deadline for receipt of tenders by the Contracting Authority</p>	<p>We have noted that the deadline for receipt of tenders is 30/01/2025. We are currently working on our offer, although it's quite difficult during this festive season. Therefore, we kindly ask you to extend the deadline for submission by fifteen days, and at least ten days, to enable us to submit a qualitative tender that meets your requirements.</p>	<p>See Clarification n°45</p>
49	<p>TATOR_Annex Section 20 : Environmental and associated surveys</p>	<p>Please clarify the extent/SoW of physical (on site) environmental surveys (e.g. marine, archaeological) for environmental baseline. The current budget ceiling is unlikely to feasibly allow the physical (offshore 211km2) surveys necessary to support an ESIA to EIB standards.</p>	<p>Please refer to Clarification n°40</p>
50	<p>TATOR_Annex Section 20.1 : ESIA objectives</p>	<p>How should the ESIA align with the EU Taxonomy Regulation and the Commission Delegated Regulation? Should we prepare all documents on how the project meets the technical screening criteria, contributes to the environmental objectives, and complies with the DNSH criteria and social safeguards?</p>	<p>The TORs indicate that the ESIA should be "informed by" the EU Taxonomy Regulation. It will indeed be important for the ESIA to address the different EU Taxonomy criteria (Significant Contribution, DNSH, MS) ideally in a chapter of the Environmental Impact Study, bearing in mind that certain criteria are based on EU regulations which do not apply in Morocco.</p>
51	<p>TATOR_Annex Section 20.1 : ESIA Objectives</p>	<p>Please clarify if the bidder does not have the D19 certification but has a strong team and significant references in ESIA with Moroccan authorities, is this a reason for rejection?</p>	<p>Please refer to Clarification n°62 and Clarification n°63</p>
52	<p>TAINSTRUCT - SECTION 6.1 (6) : Documentary evidence for the Key Experts</p>	<p>Documentary evidence for the Key Experts is requested (i.e copy of diplomas and certificates translated to English). Please clarify if it is possible to provide this information upon contract award, or during later stages of the tender process when the technical proposal is validated.</p>	<p>The Contracting Authority confirms that the copies of diplomas and certificates (translated in English) should be submitted with the offer</p>
53	<p>TATOR_Annex Section 4 : Task 3. Wind Resource Assessment</p>	<p>As per SoW Annex, based on the findings of the TA Assignment, the Consultant will suggest the most appropriate technology, whether it be a meteorological mast (met mast) or LIDAR. Please clarify if it is ok to provide two separate option prices for each solution.</p>	<p>The Contracting Authority confirms that variants are not authorised as part of this tender</p>
54	<p>TATOR_Annex Section 4 : Task 3. Wind Resource Assessment</p>	<p>Please confirm that the Met mast/Lidar installation performed by the consultant, includes the location selection, rental of the land/space and all the permits required for the installation, operation and decommissioning.</p>	<p>Please refer to Clarification n°35</p>
55	<p>TATOR_Annex Section 13: UXO Studies</p>	<p>Please clarify whether the UXO studies should cover both onshore and offshore sites, or if they will be limited solely to the offshore (marine) site?</p>	<p>The Consultant may consider the extent of the UXO survey as part of the mitigation strategy, i.e. whether it needs to cover offshore and/or onshore site(s). Please refer to the amended TOR (Component 3 ESIA, page 7).</p>

56	TATOR_Annex Section 20.8.3: Archeological Studies	In this new revision, are we limited to a Desktop and bibliographical study or should we also carry out on-site marine archaeological surveys. In addition to the marine surveys, regarding archaeological and cultural heritage, field surveys will cover onshore or should cover also offshore?	Please refer to Clarification n°40
57	TATOR_Section 6.1.2: Legal and Institutional Expert	Our legal and institutional expert has comprehensive experience in energy regulatory and institutional projects with recognized institutions, and we see him fit for the required scope of work. Please clarify if a master's degree in law is mandatory or not, as long as the proposed profile fits the required needs.	A master's degree in law or related fields is mandatory. A key expert with a master's degree in related fields to law will be assessed on a case-by-case basis.
58	TATOR_Annex Section 20 : Environmental and associated surveys	Within the ESIA as per EIB standards, the marine baseline characterization and definition will be conducted by subject matter experts only, or should we expect a partial or complete marine survey covering: - Biological quality elements (Biological quality elements, Macroalgae and angiosperms, Benthic invertebrate fauna) - Hydromorphological quality elements (Tidal regime, Morphological conditions) - Physico-chemical quality elements (General conditions, Specific synthetic pollutants, Specific non-synthetic pollutants)	Please refer to Clarification n°40
59	TATOR_Annex Section 13: UXO Studies	UXO studies are usually done by military services in Morocco. Can you please confirm that the UXO studies task will be established under the current Project studies independently from military services.	UXO studies should be conducted independently from military services
60	TATOR_Section 6.1.2: Financial / Economic Analyst	Our financial and economical analyst has comprehensive experience in energy projects tariff modeling and cost benefit analysis with recognized institutions, and we see him fit for the required scope of work. Please clarify if a master's degree in economics/ finance/ business administration is mandatory or not, as long as the proposed profile fits the required needs.	A master's in economics/ finance/ business administration or any relevant subject is mandatory. A key expert with a master's degree in related fields to economics/ finance/ business administration will be assessed on a case-by-case basis.
61	TATOR_Annex Section 20.1 : ESIA Objectives	Is the D19 certification required for international companies?	Please refer to Clarification n°62
62	TATOR_Annex Section 20.1 : ESIA Objectives	Should the Key Expert be part of a company with D19 certification, or can he collaborate with external companies that hold the D19 certificate?	The Contracting Authority confirms that the need for D19 certification applies to the legal entity that will actually conduct the ESIA. Collaboration with such entity is possible. Please note, the D19 certification/agreement is issued to consulting firms based in Morocco, that is why the ESIA should be conducted in collaboration with a certified/accredited firm (D19) in case of an international firm
63	TATOR_Annex Section 20.1 : ESIA Objectives	Our D19 certification has expired, however its renewal is in progress. If the renewed certificate is not available by the submission deadline, will this be a reason of rejection?	D19 certification must be obtained when the firm performing the ESIA is identified by the tenderer/Consultant and submitted for approval to the Contracting Authority (ie either in the offer or during implementation, in case of subcontracting)
64	TERMS OF REFERENCE 4.2.2 Deliverables	Could you please clarify how many days your team typically takes to validate drafts or reports of a deliverable, and how many revisions are usually expected before validation? Generally, we account for one revision	As indicated in section 7.2 of the TORs, reports should be submitted to the Promoter and EIB who will then confirm the approval. In principle, the Promoter should send their comments within 2 weeks of submission, with the possibility of an extension. The EIB will approve the reports after consultation with the promoter. The delay for EIB to approve reports will depend on the quality and/or completeness of the report, but EIB approval is based on article 27 of the General Conditions

65	04 - AA-010864-002 SECTION C. 01.b - TA Tenderer declaration	Could you please confirm whether we are allowed to add any subsidiary of (...) to our consortium, if needed, either before or after the award?	According to section 11 of the Instructions to Tenderers, tenderers may amend their tenders (...) prior to the deadline for submitting tenders. After award, changes in the composition of the consortium can be done, subject to the approval of the Contracting authority and subject to the signature of an addendum. For any such changes to the consortium, the additional subsidiary should meet the eligibility criteria set out in the Tender Dossier.
66	12. Task 11. Initial Ground Model Study 12.3 Deliverables	Could you please confirm that the GIS deliverables will include SHP files for vector data and GeoTIFF files for raster data? Additionally, could you confirm that no GIS licensing (e.g., ArcGIS or QGIS) or IT Hardware will be provided?	The Contracting Authority confirms that the GIS deliverables will include SHP files for vector data and GeoTIFF files for raster data and no GIS licensing (e.g., ArcGIS or QGIS) or IT Hardware will be provided.
67	10 - AA-010864-002 SECTION C. 04 - TABUDGET	Could you please confirm that the price breakdown is for information purposes only and that we can proceed using only the global price?	The Contracting Authority confirms that the contract is a global price; however providing the price breakdown is mandatory for invoicing purposes
68	10 - AA-010864-002 SECTION C. 04 - TABUDGET	<p>Could you please confirm that the 2 million euros are allocated exclusively for the following studies:</p> <ul style="list-style-type: none"> Feasibility Study Complementary Studies Detailed Regulatory Framework Studies Detailed Supply Chain Studies Detailed Port Studies Detailed Grid Impact Studies Detailed Grid Reinforcement Studies ESIA Feasibility Study Update <p>Additionally, could you confirm that an extension of 1 million euros is allocated for any additional or other complementary studies outside the scope of work described above ?</p>	The budget of 2 million euros will be due upon satisfactory completion <u>and approval</u> of all tasks and deliverables described in the TORs
69	10 - AA-010864-002 SECTION C. 04 - TABUDGET	Could you please clarify whether the total price will exclude all taxes (e.g., local taxes, withholding taxes, etc.	As indicated in section 20 of the Instructions to Tenderers, the price should be <u>net of any tax</u>

70	SERVICE CONTRACT NO AA-010864-002 FINANCED FROM FEMIP TRUST FUND (7) Payments and bank account	Could the Payment be made separately to the two members of the consortium? Or it will be made only to the consortium leader?	The contract is signed with the consortium leader. Payments are only made to the consortium leader
71	13 - AA-010864-002 SECTION D. 01 - TACONT Special conditions (7) Payments and bank account Article 7.2	As the contract is based on a global price, could you please confirm whether we can request a 30% pre-financing payment? Or is the pre-financing limited to 20% of the global price, as indicated in the special conditions?	Article 29.1 of the General conditions indicates that, when the implementation period of the tasks is more than 24 months, the pre-financing is of 20% of the total contract amount
72	14 - AA-010864-002 SECTION D. 02 - TAGC the General Conditions ARTICLE 29. PAYMENT AND INTEREST ON LATE PAYMENT & 13 - AA-010864-002 SECTION D. 01 - TACONT Special conditions (7) Payments and bank account Article 7.2	Could you please clarify and confirm that the payment of 80% of the estimated budget for the Feasibility Study will be executed progressively, based on the submission of reports and deliverables? For example, XX% at the submission of the inception report, XX% when the inception report is validated, and so on; XX% at the submission of the FS draft report, and XX% when the report is validated. As you can imagine, in terms of project cash flow, it would be challenging to wait 12 months to receive 80% of the estimated budget for the Feasibility Study final report.	The Contracting Authority confirms that the payment schedule indicated in section 7.2 of the Contract's Specific conditions (page 3) will not be modified
73	13 - AA-010864-002 SECTION D. 01 - TACONT Special conditions (7) Payments and bank account Article 7.2	Could you please confirm that the amount shown in the third row of the table (' Balance minus EUR 10,000 upon completion and approval by EIB of Components 1-4(11) ') is dedicated exclusively to the following studies: <u>Complementary Studies:</u> Detailed Regulatory Framework Studies Detailed Supply Chain Studies Detailed Port Studies Detailed Grid Impact Studies Detailed Grid Reinforcement Studies <u>ESIA</u> <u>Feasibility Study Update</u>	The Contracting Authority confirms that the 3rd payment from the payment schedule corresponds to the balance of the Feasibility Study + budget dedicated to the other studies requested in the TORs, minus EUR 10,000
74	Data Availability	1. Is the data for the existing and planned (excluding the offshore) transmission network and generation available in model-ready form?	The existing and planned data, if necessary, will be asked from ONEE at the appropriate time
75	Data Availability	2. Can we assume that access to grid operational and planning staff will be provided to confirm data and assumptions and to resolve any related issues?	The request cannot be confirmed at this stage. It could be discussed with ONEE, after award of the contract

76	Timeline and Responsibilities for Deliverables	<p>Given that the wind measurement campaign is the consultant's responsibility and typically requires six months from ITT to the first data collection (including provider selection, installation, management, data analysis, and modeling contracts), as well as a year of data collection under good availability conditions:</p> <p>1) How is the timeline for the wind measurement campaign aligned with the overall project schedule?</p> <p>2) Additionally, with land acquisition required after site selection, should this responsibility lie entirely with the consultant, or should it be shared with the client/developer to mitigate risks?</p>	<p>1) A draft version of the Feasibility Report (the "Draft Feasibility Report") shall be submitted for review and approval by the Promoter and EIB before moving to the next Components-Month 12. The Draft Feasibility Report will be updated after completion of the wind measurement campaign, to confirm the Project feasibility, and will lead to the preparation of a final Feasibility Report-Month 24.</p> <p>2) For offshore measurement campaigns using LIDAR, it is the responsibility of the Consultant to take the necessary measures and comply with the required standards regarding the installation and monitoring of the campaign to successfully complete their mission and provide certified databases.</p>
77	Submission of Specific Documents	<p>Regarding the documents:</p> <p>1) 13 - AA-010864-002 SECTION D.01 – TACONT</p> <p>2) 11 - AA-010864-002 SECTION C.05 - TAGUA</p> <p>These documents are not explicitly mentioned as required during the tender submission process. Could you confirm if they should be submitted with the tender or if they are only required after the contract has been awarded?</p>	<p>The Contracting Authority confirms that the draft contract (TACONT) and pre-financing guarantee form (TAGUA) will be needed after award of the contract</p>
78	Natural Person vs. Legal Entity Details	<p>As we are applying as a legal entity, we would like to confirm whether it is necessary to fill out the section relating to a "natural person" when we are not applying as a sole proprietor or self-employed company. Specifically:</p> <p>- Since we are an operating company engaged in business activities, can we exclude the section on "Natural person" details, or is it mandatory to complete this section regardless?</p>	<p>The Contracting Authority confirms that you may only complete sections that are relevant, and indicate if they are not applicable</p>
79	Contract AA-010864-002 SECTION D. 02 - TAGC	<p>In relation to Article 3 we strongly believe that concluding the Contract refers to trust and cooperation in good faith between Parties, therefore we would kindly like to relate assignment to both Parties and propose the following provisions:</p> <p>3.1. An assignment is any agreement by which the Party Consultant transfers its contract or part thereof to a third party.</p> <p>3.2. The Party Consultant shall not, without the prior written consent of the other Party Contracting Authority, assign the contract or any part thereof, or any benefit or interest hereunder.</p> <p>3.3. The approval of an assignment by the other Party Contracting Authority shall not relieve the Consultant the Party which made assignment of its obligations for the part of the contract already performed or the part not assigned.</p> <p>3.4. Assignees must satisfy the eligibility criteria applicable to the award of the contract and they can not be in any of the exclusion situations stipulated under Article 57 of European Parliament and Council Directive 2014/24/EU.</p>	<p>Amendments to EIB's model contract (including Specific conditions and General conditions) are not acceptable</p>
80	Contract AA-010864-002 SECTION D. 02 - TAGC	<p>In relation to Article 4 for the effective execution of this Contract as well as regarding to clause 4.5 related with serious consequences of removing the subcontractor we would like to propose the following changes:</p> <p>4.2. The Consultant must seek the prior written authorisation of the Contracting Authority before entering into a subcontract. This authorisation will be based on the services to be subcontracted and the identity of the intended sub-contractor. The Contracting Authority shall, with due regard to the provisions of Article 2.2, within 30 14 days of receipt of the notification, notify the Consultant of its decision, stating reasons, should it withhold such authorisation.</p> <p>4.5. If a subcontractor is found proved by the Contracting Authority or the Project Manager to be incompetent in discharging its duties, the Contracting Authority or the Project Manager may request the Consultant forthwith, either to provide a subcontractor with qualifications and experience acceptable to the Contracting Authority as a replacement, or to resume the implementation of the tasks itself.</p>	<p>Please refer to Clarification n°79</p>

81	AA-010864-002 SECTION D. 02 - TAGC	<p>In relation to the Article 7 to avoid any doubts in the regard and clarify the intention of the Parties, which will be in favor to effective execution of this Contract and it will enable the Consultant to use the references in future tenders, we propose the following modifications:</p> <p>7.1. For matters not governed by the contract, the Consultant shall respect and abide by all applicable laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Consultant shall indemnify the Contracting Authority against legally enforceable, reasonably foreseeable and properly mitigated any claims and proceedings arising from negligent any infringement by the Consultant, its employees and their dependants of such laws and regulations.</p> <p>7.2. The Consultant shall perform the services under the contract with due reasonable care, efficiency and diligence, in accordance with the best relevant and appropriate professional practice.</p> <p>7.4. The Consultant shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority or the Project Manager after consultation with the Contracting Authority. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final. Notwithstanding the above and any other provisions of the Contract, the Consultant shall be entitled to refer to the Project and/or its involvement therein in any CVs submitted for other projects and/or bids.</p> <p>7.8. The Consultant shall give written notification to the Contracting Authority of the name and address of its contact, bank account and auditor(s) for the Contract. The Consultant must use the form in Annex VI for notification of its bank account. The Contracting Authority shall have the right to oppose the Consultant's choice of bank account or auditor provided that mentioned opposition shall be justified in writing.</p>	Please refer to Clarification n°79
82	Contract AA-010864-002 SECTION D. 02 - TAGC	<p>In relation to Article 8 please clarify the definition of "any activity which conflicts with its obligations towards the Contracting Authority under this contract" and provide examples of such activities. Moreover, regarding to the clause 8.6 the time period of the obligations should be defined and correlate with duration of the Contract, therefore to avoid any doubts, as well as costly and timely procedures we propose the following modification.</p> <p>8.6. The Consultant and its staff shall maintain professional secrecy, for the duration of the contract and 1 year after completion thereof. In this connection, except with the prior written consent of the Contracting Authority, neither the Consultant nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them, or make public any information as to the recommendations formulated in the course of or as a result of the services. Furthermore, they shall not make any use prejudicial to the Contracting Authority, of information supplied to them and of the results of studies, tests and research carried out in the course and for the purpose of performing the contract.</p>	Please refer to Clarification n°79
83	Contract AA-010864-002 SECTION D. 02 - TAGC	<p>In relation to Article 10, Clause 10.2 taking into consideration in particular Clause 10.3 and other provisions regarding to the Consultant's liability we would like to propose the following modification to avoid any doubts in this regard:</p> <p>10.2. Consultants who have been proven failed to have seriously failed to meet their contractual obligations due to the reasons attributable to the Consultant, other than foreseen in Article 19 ...</p>	Please refer to Clarification n°79

84	Contract AA-010864-002 SECTION D. 02 - TAGC	<p>In relation to Article 12 to avoid any doubts we would like to propose the following modifications:</p> <p>12.4. The Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (a) the Contracting Authority omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Consultant, or requiring the Consultant to implement a decision or recommendation with which the Consultant disagrees or on which it expresses a serious reservation; or (b) the improper execution of the Consultant's instructions by agents, employees or independent Consultants of the Contracting Authority. (c) any actions or omissions caused by third parties, which have no contractual relationship with the Consultant</p> <p>12.5. The Consultant shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract and agreed mutually by the Parties acting in a good faith.</p>	Please refer to Clarification n°79
85	Contract AA-010864-002 SECTION D. 02 - TAGC	<p>In relation to Article 14 to avoid any doubts in the regard and clarify the intention of the Parties, which will be in favor to effective execution of this Contract, we propose the following modification:</p> <p>14.3. Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist. For avoidance of doubt, the Consultant will not provide or transfer any background IP. Notwithstanding the foregoing, (i) Consultant may use in other engagements its general skills, know-how, and expertise, whether pre-existing or gained under this Agreement, so long as it acquires and applies such information without disclosure of Client's confidential information; and (ii) Consultant shall retain all ownership rights to its trade-marks and to any commercially available products of Consultant developed independently of this Agreement that are provided to the Contracting Authority.</p>	Please refer to Clarification n°79
86	Contract AA-010864-002 SECTION D. 02 - TAGC	<p>In relation to Article 16 and Article 17 to avoid any doubts in this regard and taking into account potential consequences regarding to execution of the Contract, we propose the following modification:</p> <p>16.1. The Consultant must inform the Contracting Authority of all personnel which the Consultant intends to use for the implementation of the tasks, other than the key experts whose CVs are included in Annex IV, Annex II and/or Annex III shall specify the minimum level of training, qualifications and experience of the personnel and, where appropriate, the specialization required. The Contracting Authority shall have the right to oppose the Consultant's choice of personnel, provided that such opposition shall be justified in writing.</p> <p>17.1. The Consultant shall not make changes to the agreed personnel without the prior written approval of the Contracting Authority, which approval shall no be unreasonably withheld or delayed.</p> <p>17.2. Moreover, in the course of performance, and on the basis of a written and justified request to which the Consultant shall provide his own and the staff member's observations, the Contracting Authority can order a replacement if it proved considers that a member of staff is inefficient or does not perform its duties under the contract.</p> <p>In relation to clause 17.4 please clarify how the liquidated damages will apply for mentioned obligations, who will decide and in which situation the amount of the remaining fees will be 10% and in which will be lower? We propose the following modification to avoid any doubts in this regard:</p> <p>17.4. Additional costs incurred by the replacement of staff are the responsibility of the Consultant. The Contracting Authority makes no payment for the period when the expert to be replaced is absent. The replacement of any expert, whose name is listed in Annex IV of the Contract, must be processed by the Consultant within 20 business 15 calendar days from the first day of the expert's absence. If after this period the Consultant fails to propose a replacement in accordance with Article 17.3 above, the Contracting Authority may apply liquidated damages up to 10% of the remaining fees of that expert to be replaced.</p>	Please refer to Clarification n°79

87	Contract AA-010864-002 SECTION D. 02 - TAGC	<p>In relation to Article 19 taking into consideration that liquidated damages are paid automatically and they are independent of the damage suffered by the Contracting Authority and that the Consultant should be liable for situations that occurs due to the reasons attributable to him, we propose the following modifications:</p> <p>19.1. If the Consultant due to the reasons attributable to the Consultant does not perform the services within the period of implementation of the tasks specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual end of the period of implementation of the tasks.</p> <p>19.3. The Parties jointly agree that liquidated damages under this contract shall not exceed 15.10% of the contract value. If these liquidated damages reach 4% these liquidated damages exceed more than 15.10% of the contract value, the Contracting Authority may, after giving notice to the Consultant:</p> <ol style="list-style-type: none"> terminate the contract; and complete the services at the Consultant's own expense. 	Please refer to Clarification n°79
88	Contract AA-010864-002 SECTION D. 02 - TAGC	<p>In relation to Article 24 and 25 taking into consideration that the time period of the obligations stated in this provision should be related with duration of the Contract, therefore to avoid any doubts, as well as costly and timely procedures we propose the following modifications:</p> <p>24.3. Such records must be kept for a 37-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for incidental expenditure. Failure to maintain such records constitutes a breach of contract and may result in the termination of the contract.</p> <p>24.4. The Consultant shall permit the Project Manager or any person authorised by the Contracting Authority or the Contracting Authority itself to inspect or audit, the records and accounts relating to the services and to make copies thereof both during and 3 years after provision of the services.</p> <p>25.1. The consultant will allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks of original documents, the implementation of the contract and conduct a full audit; if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. In order to carry out these verifications and audits, the Consultant shall ensure that on-the-spot access is available at all reasonable times, notably at the Consultant's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the project. The Consultant shall ensure that the information is readily available at the moment of the audit and, if so requested that data be handed over in an appropriate form. These inspections may take place up to 37 years after the final payment.</p>	Please refer to Clarification n°79
89	Contract AA-010864-002 SECTION D. 02 - TAGC	<p>In relation to Article 29 we propose the following modifications, which will be in favor of effective execution of this Contract:</p> <ol style="list-style-type: none"> A pre-financing payment, if requested by the Consultant, of an amount as requested up to the maximum specified below, within 30 45 days of receipt by the Contracting Authority of the Contract signed by both parties, of a request for payment and of a financial guarantee, as defined in Article 30. The pre-financing shall be of a maximum of 30 % of the total contract amount if the implementation period of the tasks is 24 months or less, and 20 % of the total contract amount if the implementation period of the tasks is more than 24 months. Six-monthly interim payments, if any, as indicated in Article 7.2 of the Special Conditions, within 30 45 days of the Contracting Authority approving an interim progress report and an expenditure verification report accompanied by an invoice, in accordance with Article 27. Such interim payments shall be of an amount equivalent to the costs incurred on the basis of the expenditure verification reports. When 80% of the contract amount has been paid (pre-financing and interim payments) the amounts due to the Consultant shall be deducted from the pre-financing payment until it is completely reimbursed before any additional payments will be made. The balance of the final value of the contract after verification, subject to the maximum contract value stated in Article 3 of the Special Conditions, after deduction of the amounts already paid, within 30 45 days of the Contracting Authority receiving an invoice accompanied by the final progress report and a final expenditure verification report subject to approval of these reports in accordance with Article 27. 	Please refer to Clarification n°79

90	Contract AA-010864-002 SECTION D. 02 - TAGC	<p>In relation to Article 36 taking into consideration that the termination should be the final action of the Contracting Authority we propose the following modifications, which will be favorable for effective execution of this Contract:</p> <p>36.3. In addition to the grounds for termination defined in these General Conditions, the Contracting Authority may terminate the contract after giving 7 days' notice to the Consultant in any of the following cases:</p> <p>(1) the Consultant fails to carry out the services substantially in accordance with the contract provided that prior termination the Contracting Authority will give to the Consultant written notice and give additional minimum 14 days term for remedies which has expired without success;</p> <p>(2) the Consultant fails to comply within a reasonable time (minimum 14 days) with the written notice given by the Project Manager, requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;</p> <p>(3) the Consultant without any justification refuses or neglects to carry out administrative orders given by the Project Manager provided that prior termination the Contracting Authority will give to the Consultant written notice and give additional minimum 14 days term for remedies which has expired without success;</p> <p>(4) the Consultant assigns the contract or sub-contracts without the authorization of the Contracting Authority provided that prior termination the Contracting Authority will give to the Consultant written notice and give additional minimum 14 days term for remedies which has expired without success;</p> <p>(5) the Consultant fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments provided that prior termination the Contracting Authority will give to the Consultant written notice and give additional minimum 14 days term for remedies which has expired without success;</p> <p>(6) where after the award of the contract, the award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud due to the reasons attributable to the Consultant.</p> <p>36.8. If the Contracting Authority terminates the contract, it shall without prejudice to its other remedies under the contract, be entitled to recover from the Consultant direct damages available to it as suffered up to the value of the services which have not been wholly completed in compliance with the</p>	Please refer to Clarification n°79
91	Contract AA-010864-002 SECTION D. 01 - TACONT	<p>In relation to Clause 11.3.3 regarding to the previous clarifications, please add the following modification:</p> <p>11.3.1 The following paragraph is added to Article 4 of the General Conditions: "4.9 Without prejudice to the right of the Contracting Authority to terminate the Contract in accordance with its provisions, the Contracting Authority may request the Consultant to replace a subcontractor proved found to have been engaged in conduct bringing the Contracting Authority into disrepute, including a Sanction Event (as defined in Article 8.9 of the General Conditions) with another subcontractor of equal or greater quality. Failure by the Consultant to replace the subcontractor shall constitute a breach of this Contract for the purpose of Article 34 of the General Conditions."</p>	Please refer to Clarification n°79
92	Contract AA-010864-002 SECTION D. 01 - TACONT	<p>In relation to Clause 11.3.13 taking into consideration that the terms of termination should be clearly defined and stated in the Contract, we propose the following modification:</p> <p>11.3.13 In relation to Article 36 of the General Conditions, the following paragraph shall be added: "36.11. If, for any reason whatsoever, the [Delegation Agreement] and/or [Specific Grant Agreement] [Finance Contract] [or the Cooperation Agreement] is terminated or ceases to be valid and in full force and effect, the Contracting Authority may, upon written notice to the Consultant, immediately terminate this Contract and regarding to the terms of such termination clause 36.10 of the General Conditions shall apply. inform the Consultant of the terms of such termination."</p>	Please refer to Clarification n°79
93	Submission documents	<p>01 - AA-010864-002 SECTION A - TAINSTRUCT_Instructions to tenderers Can the tender documents be submitted once by the main bidding entity, which submits project references completed by another legal entity and CVs of personnel employed in other legal entities? Or should the submission process follow the approach used for ESPDs, requiring separate declarations to be submitted for each legal entity for which we submit a project reference?</p>	Please refer to Clarification n°28
94		<p>Please could we request an extension of four weeks to the tender submission deadline for the abovementioned tender (to 28th February 2025)?</p>	See Clarification n°45
95		<p>Is the Moroccan Grid Code available and if so can it be provided?</p>	Moroccan Grid Code approved on 20/12/2021 is available on the ANRE website
96		<p>What System planning and simulation software packages does the Grid Operator ONEE use?</p>	The format of the simulation model of the grid operator should be discussed directly with ONEE

97	References and technical capacities	page 2, 4. Participation and subcontracting: e) Instructions to Tenderers Do references and technical capacities of (a) individual experts recruited for the project as key or non-key experts and (b) subcontracted companies count as references and technical capacities of the bidder under section "5.3 Technical capacity of tenderer"?	Please refer to Clarification n°28 for point b) of the question. With regard to point a), individual consultants recruited as key or non key experts would need to become consortium member and become jointly and severally liable
98	References and technical capacities	5.3 Technical capacity of tenderer: c) Instructions to Tenderers Is the following requirement an exclusion criterion or only has an impact on our evaluation score: "At least one (1) assignment presented for criteria (a) or (b) was implemented in the Maghreb, Mashreq or Sub-Saharan Africa regions"?	Selection criteria are not scored and do not involve any marking; they are "pass or fail". The minimum capacity level set for each of the criteria defines the capacity below which the tenderer will not be selected because it is considered as not capable of performing the future contract. Therefore, below these levels, the tender will be rejected
99	References and technical capacities	5.3 Technical capacity of tenderer: c) Instructions to Tenderers Is the following requirement an exclusion criterion or only has an impact on our evaluation score: "At least one (1) assignment presented for criteria (a) or (b) was "financed by loans or grants of international donors or International Financing Institutions"?	Please refer to Clarification n°98
100	Content of Tenders	6 Content of tenders Instructions to Tenderers How or where should the Tenderer submit its qualifications, amendment proposals or comments to the Service Contract (Special Conditions), the General Conditions for Service Contracts and to the other contractual documents? Where would such qualifications be submitted (i.e. as part of the Technical offer or the Financial offer)?	With regard to the first point, it is the tenderers responsibility to provide the required documentary evidence (including proof of qualifications) in the right or logical place of their proposals, as long as the overall structure is in line with Section 6 (Content of tenders) of the Instructions to Tenderers. With regard to amendment proposals or comments to the EIB model contract (including Specific conditions and General conditions), please refer to Clarification n°79
101	Site surveys	ToR 3.2 Terms of Reference (ToR) Site surveys are mentioned in the risk section (weather, permits). Are any offshore site surveys part of the scope of the Consultant? If so, please specify.	Please refer to Clarification n°40
102	Reference "Agrément D19"	ToR Annex 3; 20. Terms of Reference (ToR) Where does "Agrément D19" refer to? Agrément D19 was not provided. Please provide.	The D19 accreditation is a certification issued by the Government Authority responsible for Sustainable Development for the benefit of consulting firms in the field of environmental impact studies. Below is the link to the draft decree setting the conditions and procedures for granting accreditation to consulting firms for the conduct of studies related to environmental assessment: http://www.sgg.gov.ma/portals/0/AvantProjet/236/Avp_dec_2.23.269_Fr.pdf
103	Pre-feasibility study of DNV GL	ToR Annex 1, 1. Terms of Reference (ToR) Can the contracting authority make the pre-feasibility study of DNV GL available for the Tenderer and its offer development?	Please refer to Clarification n°32
104	Extension for the preparation of the offer	In view of the complexity of the tender more time for the tender preparation is needed. The Tenderer requests an extension of at least 4 months (end of May) for the preparation of the offer.	Please refer to Clarification n°45
105	Pre-financing payment	Contract 7.2 SERVICE CONTRACT NO AA-010864-002 As per Footnote No. 9 contained in the table, the pre-financing payment is defined as „20% of the Maximum Contract Value” however according to Article 29.1 of the General Conditions, Option 2: Global price contract, no. 1: "a pre-financing payment up to 30% of the contract value stated in Article 3 of the Special Conditions" will be paid by the Contracting Authority. As the Special Conditions have precedence over the General Conditions, we assume that a pre-financing payment of 20% can be requested by the Consultant. Please clarify which is correct?	Please refer to Clarification n°71
106	Payment/Billing	Contract: 7.2 SERVICE CONTRACT NO AA-010864-002 Can the payment schedule be adjusted according to the achievement of milestones analogous to the table in section "4.2.2 Deliverables" of the "Terms of reference"?	The payment conditions indicated in §7.2 of the Model contract (Specific conditions) cannot be modified
107	Payment/Billing	Contract: 7.2 SERVICE CONTRACT NO AA-010864-002 Can the type of contract be changed from "Global price" to "fee based" with monthly progress payments?	The Contracting Authority confirms that the type of contract is "Global price"

108	Grid study and reinforcement study	Taken from former tender round CLARIFICATIONS N°2, item 23 (AA-010864-001) CLARIFICATIONS N°2 Can the contracting authority confirm the following statement of a former tender round clarification: "Grid operator could ask for reinforcement of the grid in the area concerned by the implementation of the project, however, we confirm that the grid study and reinforcement beyond the point of integration are not included in the scope of service."?	The grid impact study and grid reinforcement study depend on the interconnection scheme proposed and concerns all the installation including the point of connection, transmission line up to the point of integration on the national grid. Please refer to article 63 of Moroccan Grid Code
109	Grid study and reinforcement study	Taken from former tender round CLARIFICATIONS N°2, item 28.2 (AA-010864-001) CLARIFICATIONS N°2 Can the contracting authority confirm the following statement of a former tender round clarification: "The Contracting Authority confirms that no expenditure verification reports is required for global price contracts. The external auditor referred to in Article 28 2 of the General Conditions is relevant for fee-based contracts."?	Article 28.1 of the General conditions indicates that "no expenditure verification report is required for global price contracts"
110		Does the consortium have to comply with a specific legal form requirement (by example: constitution of a new legal entity formed by the tender participants) or can we assume that private agreements will be enough to regulate the participation of legal entities through a consortium? The information referred to in the Tender does not refer to any specific condition regarding the legal form of the consortium.	Groups of economic operators are not required to have a specific legal form in order to be allowed to submit a tender. Members of the consortium shall however designate one member as consortium leader with full authority to bind the consortium and each of its members including in relation to the General Terms and Conditions attached to the model contract. Members of the consortium are jointly and severally liable towards the EIB for the performance of the contract.
111		Can we assume that the consortium and, in this regard, the legal entities forming part of the consortium can adopt, according to their national regulations and for their internal purposes exclusively, the legal form they may consider to regulate their participation in the tender (joint venture, temporary business association, by example, or any similar form permitted by the national regulation of the Consultant)?	This is correct. Please refer to Clarification n°110
112		Please, confirm if it is possible to negotiate and/or modify any specific terms of the Service Contract prior to its signature? Please, based on the content of the Service Contract, (in particular, regarding clause 7.2), could you please confirm if payment terms are mandatory or if it may be possible to reach a specific agreement for reviewing payment terms (by example: (i) the specific % that must be paid on a specific date and/or (ii) the milestones that are indicated).	Please refer to Clarification n°79
113		Could you please confirm if the financial guarantee (to be granted pursuant to clause 30 of the General Conditions), in the case of a consortium participating in the tender, must be granted by the leader or if it could be granted by any of the legal entities participating in the consortium.	Please refer to Clarification n°41
114		Could you please confirm if the financial guarantee (to be granted pursuant to clause 30 of the General Conditions) must be granted to participate in the tender; or in the term of 30 days after the selection of the Consultant by the Contracting Authority?	Please refer to Clarification n°77
115		Could you please clarify the role of the TA operator director (as referred to in the documentation of the tender: principally able to commit the bidder in discussions with the Contracting Authority and/or with enough authority to sign the contract, etc.); but is there any other function or responsibility to be considered for the assumption of this role?	As part of the backstopping team, the TA operation Director will take overall responsibility for the performance of the consultancy team. He/she will be the main point of contact with EIB on administrative and contractual matters, but may also be involved with implementation of the TA, if required
116		Could you please clarify the role for the Key expert 1 – "wind energy expert", in particular the reference to its condition of "Team Leader / Project Manager" (implications of this role)?	In addition to the role linked to his/her expertise, the Team Leader will supervise the preparation and delivery of the outputs, as well as will sign off all outputs required under the TA Assignment, therefore maintaining the final responsibility for the quality control of the work carried out at the level of the TA Assignment
117		Could you please clarify the role for the Key expert 2 – "offshore wind expert", in particular the reference to its condition of "Deputy Team Leader" (implications of this role)?	In addition to the role linked to his/her expertise, Key Expert 2 will provide support to the Team Leader and act as Deputy Team Leader in case of necessity

118		Is it acceptable that an entity participates in different bidders through the appointment of different Key Expert for each bidder? (e.g. bid in Consortium A by appointing Key Expert 1 and bid in Consortium B by appointing Key Expert 2)	As indicated in point (5) of Section 6.1 (Key Experts), the offer must include signed statements of exclusivity and availability (SOEA) for each key expert. The SOEA template that is included in the tender dossier clarifies that by signing the document, the expert confirms that he/she will not present him/herself as an expert to any other tenderer submitting a tender to this tender procedure, and that he/she is aware of the consequences if he/she does (please read the SOEA template carefully). The Contracting Authority also reminds bidders that, in line with section 4 of the Instructions to tenderers, no more than one tender can be submitted by a natural or legal person, whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a tender), and that if a natural or legal person submits more than one tender, all tenders in which that person has participated will be excluded
119		In order to develop the grid impact study, we would like to know which information will be provided as well as the format that it will have, and which software should be used to develop the analysis.	Depending on the interconnection scheme proposed which should be determined with ONEE, information necessary for the grid impact study and the grid reinforcement study such as short-circuit power as well as the software to be used will be shared by ONEE
120		Could you please inform or clarify if there is a specific term, or deadline, for the assessment and granting of the access and connection to the grid.	Please refer to articles 55 to 69 of the Moroccan Grid Code on the process of the granting of capacity
121		Regarding Key Expert, how much time it is expected they should be in Morocco.	Please refer to Clarification n°2
122		Regarding the other members of the team of the Consultant, how much time it is expected they should be in Morocco.	Please refer to Clarification n°2
123		Could you please confirm if the services to be rendered by the Consultant and the Consultant team, including Key Experts, can be mainly performed online and confirm if travelling could be considered on an ad hoc or particular basis to be identified pursuant to the terms referred to in the Organization and Methodology (Annex III).	It is confirmed. The Consultant's services will primarily be conducted online (apart from the required physical meetings referred to in Clarification n°2), with travel by specific experts for certain missions considered on an ad hoc basis (e.g ESIA mission).
124		Is there any penalty for replacing personnel	After signature of the contract, key experts can only be replaced in exceptional cases. The replacement must be of at least the same qualifications. If not, the Contracting Authority may request a lower price (please refer to Article 17.3 of the General Conditions)
125		As part of the Stakeholder Engagement Plan (SEP), which shall be developed early in the ESIA process, the consultant shall carry out a public consultation meeting. Should the costs associated with providing free transport to the consultation location for the population be borne by the consultant or the client? If it is the consultant, should these costs be included in the financial offer?	All the costs associated with public consultations should be included in the financial offer. Organisation of the public consultation meetings should include all costs (reservation of the public consultation venue, coffee break arrangements, transportation for the population, and any other logistical support required for the smooth conduct of the meeting).
126	Review of the Contract general Terms & Conditions	Group entities/subcontractors. When used in contractual documentation, is the concept of "subcontractor" inclusive of entities belonging to the same group as the Consultant? Practically speaking, are entities of the Consultant's group (that would be 100% controlled or under the same control as the Consultant) subject to the same regime as "external" subcontractors of the Consultant's group (such as prior approval of the subcontractor by the Contracting Authority).	The Contracting Authority confirms that any agreement by which the Consultant entrusts performance of a part of the services to a third party is considered to be a sub-contract

127	Review of the Contract general Terms & Conditions	Contractual deviations form. Could you please let us know whether the Contracting Authority requires a specific form to be used to submit contractual deviations that may be requested? Should this be the case, could you provide a suitable template?	There is no template for such request. By submitting an offer, bidders will accept all terms and conditions of the contract, as proposed in the tender dossier
128	Review of the Contract general Terms & Conditions	Financial guarantee to be provided for pre-financing payment. Could you please already communicate the template financial guarantee referred to in Condition 30.2 of the General Conditions for service contracts financed by the European Union (Annex I)	The template for the pre-financing guarantee form is included in the tender dossier (document called "TAGUA" in section C.05.)
129	Objectives of the TA	Main objectives of TA is related to the development of a pilot project. It is understood to be the 30-40 MW project. The results listed include the strategy for the development of the first OWF. It is understood that the work related to this first OWF (400 MW – 2000 MW) is limited to the description of the strategy. However, this work is not listed in the scope of work). Can EIB/MASEN clarify what is expected with regards to the future offshore wind farm (400 MW – 2 GW)?	The current TA related to Feasibility Study for a Pilot Offshore Wind Farm (OWF, the Project) of 750 – 1000 MW
130	Task 1: Energy Market Review	The scope of work is asking the TA to "Provide an overview of the energy import and export situation, analysing how it has evolved during at least the past 10 years, and how the forecast is expected to look at a national level during at least the coming 10 years." What kind of analysis is required to assess the future import/exports of the Moroccan system? Is it required performing a system modelling to assess the potential future levels? If so, will any model be provided to the team, or is it the responsibility of the Technical Advisor to setup a new model for the Moroccan system with future scenarios for demand, imports/exports and forecast of supply side?	This assessment shall be based on secondary data, such as reports and data from recognized sources (e.g., BNEF, IEA, IRENA). There is no requirement to use system modeling for the assessment.
131	Task 2: Site Selection and Wind Resource Assessment	Request for 3 layouts: Can EIB/MASEN clarify what is expected from this request to develop 3 layouts? What are the criteria envisaged to set those 3 layouts?	A minimum of three layouts must be developed, considering, but not limited to, different WTG models and/or varying WTG capacities. The Consultant shall recommend the scenarios to be studied based on their expertise, which will then be confirmed with Masen/EIB
132	Task 2: Site Selection and Wind Resource Assessment	Validation of mesoscale wind modelling: Can you confirm that EIB/MASEN will provide those measured data?	The Contracting Authority will not provide these measured data. The Consultant shall obtain the necessary data from a wind data provider for the desired locations
133	Task 4: Site Condition Assessment	Can EIB/MASEN confirm if any data shall be shared to the TA for the geoscience part?	It is the responsibility of the Consultant to obtain those data
134	Task 9: Regulatory Framework Review	What are currently the most challenging aspects that are observed to licensing projects of this nature or for an onshore project? What is lacking? What in your view can be improved? We understand that these questions will be part of TA's investigation, however EIB/MASEN might have already some thoughts on this and it would be beneficial to frame it in our scope.	The Consultant shall provide an understanding of the challenges to license the project
135	Task 9: Regulatory Framework Review	What kind of initial documentation will be available from EIB/MASEN? Will the document be in English language?	It is confirmed
136	Task 9: Regulatory Framework Review	We expect that most of the documentation/webpages/... will be on local language, is our understanding correct?	Most documentation/webpages will be in French or English, with some documents potentially in Arabic
137	Task 11: Initial Ground model	Does EIB/MASEN require a particular template or structure for the GIS deliverable?	The Consultant shall provide data as shapfile "shp" for vector files and "geotiff" formats for raster files and indicate the coordinate system
138	Task 11: Initial Ground model	Can EIB/MASEN confirm that the "site investigation report" consists in providing guidelines/specifications for future survey (type of equipment, coverage, depth of investigation, etc.)	It is confirmed. Please refer to the amended TOR (Component 3 ESIA, page 7).
139	Task 13: Grid impact study & Task 14: Grid reinforcement study	Can EIB/MASEN confirm that as this is a feasibility study, no dynamic network analysis is to be performed? We are proposing to perform steady-state calculation only, i.e. load-flows (N-0 and N-1) and short-circuits.	Annex 2, p. 14 of the TORs indicates: "The grid impact study shall include at least the following aspects: [...] Dynamic network analysis."
140	Task 13: Grid impact study & Task 14: Grid reinforcement study	Can you confirm that ONEE is to provide the network model in PSS/E?	Please refer to Clarification n°96
141	Task 13: Grid impact study & Task 14: Grid reinforcement study	Can you confirm the network model will be in versions 34 or 35?	Please refer to Clarification n°96
142	Task 13: Grid impact study & Task 14: Grid reinforcement study	Can you clarify what is expected in term of collaboration with ONEE to adjust their network model to the market scenarios? It is our assumptions that ONEE will provide us with a model that converges for the said market scenarios.	Please refer to Clarification n°119
143	Task 13: Grid impact study & Task 14: Grid reinforcement study	Is there a defined boundary or framework for the impact and grid reinforcement studies with ONEE, or should we anticipate the scope to evolve based on ONEE's requirements throughout the project?	The framework of the grid impact study and grid reinforcement study will be determined based on the feedback of ONEE on the specifics of the project

144	Task 15: Port Study	Please clarify if the conceptual design is expected to include basic engineering assessments as e.g. agitation inside the port, or if it is limited to high-level drawings to comply with the requirements and the engineering will be performed at later stages.	The Contracting Authority confirms that the conceptual design is limited to high-level drawings
145	Task 18: Environmental and Social Impact Assessment	Can EIB/MASEN describe the expected ESIA area? Is it limited to the area of impact of the pilot project including export cable and onshore cable and substation. Or is it expected that the complete 211 square km "Essaouira" site as identified by DNV in the prefeasibility report?	It covers the complete 211 km2. However, the site has only been pre-identified by DNV, and it is the Consultant's responsibility to select the site and define the ESIA area of impact. Please refer also to 02b - AA-010864-002 SECTION B - TATOR_terms of reference_Annex: 3. Task 2: Constraints Gap Analysis & Site Selection: "Confirm the suitability of the pre-identified site or recommend an alternative location along the coast of Essaouira."
146	Task 18: Environmental and Social Impact Assessment	The section "20.7 Baseline Studies" states that "Tenderers shall propose baseline studies and cost them in the tender based on the anticipated content of the ESIA report. They shall be verified based on the scoping exercise in coordination with the national authorities and the EIB". Can EIB/MASEN clarify the sentence above as it can be understood in two ways: 1) The TA is required in the tender offer to propose baseline studies and include the costs of undertaking these studies in the offer (i.e. performing the baseline studies is part of the TA's scope). On the first point, we can propose the most likely baseline studies for the development of an offshore wind farm. It will bear a significant uncertainty as we do not have the results of the ESIA. On the 2nd point (i.e. perform the studies), as experts in the marine environment and ESIA files for offshore wind farms, we know that it is essential to carry out missions at sea to characterize marine avifauna and the benthic environment. The cost of such studies exceeds significantly the maximum budget indicated in the tender documentation. 2) Based on the content of the ESIA report, the baseline studies shall be defined, their specifications described, and their costing estimated for future performance of the studies/surveys. The actual performance of the baseline studies is not part of the present scope.	Please refer to Clarification n°40
147	TAINSTRUCT - 6.1 Technical offer: Organisation and methodology	Can the sub-contractors names, references, CVs and information be disclosed in the Methodology and Organisation descriptions.	As indicated in Section 4 of the Instructions to Tenderers, if the tenderer intends to subcontract one or more parts of the services, this must be clearly stated in the Offer (Org & Meth and Tender submission form)
148	TATOR - 6.1.1 Key experts	Please confirm that natural or legal persons contracted for the project can be a key expert.	The question is unclear. Key experts can be individuals, or personnel of a company. They can also be contracted under their own company
149	TATOR_Annex - 15. Grid Impact Study	It is stated in the ToR Annex that: "In addition to this however, the offtake of the power into the local and national grid must be considered beyond the PoC, and this is the subject of this Terms of Reference". Please clarify if the offtake point will be defined by Masen.	The offtake point into the national grid is based on the feedback of ONEE on the specifics of the project
150	TATOR_Annex - 17. Port Study	Please explain the meaning of "Feasibility trade-off between short and long-term requirements". Do you mean between construction and O&M phases?	Yes, this is what it means
151	TATOR - 6.1.1 Key experts & 6.1.2 Non-key experts, support staff & backstopping	Can you please explain the difference between "Key Expert 5 (KE5): Social Expert" and the "Social Expert" ?	The difference lies in the requirements of the different profiles: as a Key-Expert, the CV of KE5 will be evaluated as part of the offer. The requirements of the profile are focused on its experience, including with IFIs, whereas the Social Expert (NKE) has less stringent subject matter experience but is proficient in English, French and Arabic. The CV of the NKE is not required at tender stage
152	01 - AA-010864-002 SECTION A - TAINSTRUCT_Instructions to tenderers Artc : 20. Other provisions	For the VAT exemption, since the service is performed in Morocco, Consultant's invoice has to take VAT into account. Can EIB have a VAT exemption certificate in Morocco delivered by the Moroccan tax authority?	EIB benefits from VAT exemption on its purchases in Member States of the European Union, which means that the Consultant's activities performed in the EU (e.g. home office) or invoices issued within the EU, even for services provided in Morocco, can be exempt of VAT. In this case, as indicated in Section 20 of the Instructions to Tenderers, EIB will provide an intra-Community VAT exemption certificate (form 15.10), duly completed and signed, after payment of each invoice. More generally speaking, the contract is based on the signature of a Cooperation Agreement (CA) between EIB and the promoter, MASEN, in September 2022. The Consultant remains responsible for the correct application of the rules relating to VAT, or any other tax, at the place where he is a taxable person, and/or in the beneficiary country

153	13 - AA-010864-002 SECTION D.01 - TACONT (10) Tax and customs arrangements	The tax treaty between Morocco and Luxembourg provides a 10% withholding tax on royalties, please confirm if EIB should apply this WHT to the payments to be made under the contract	The Contracting Authority cannot comment on the application of the Treaty referred to in the question between the Kingdom of Morocco and the state of Luxembourg, as it would not cover the EIB. As indicated in the tender documents, the Consultant is expected to quote its price, net of any tax. In addition, projects carried out in Morocco are governed by a framework agreement signed between Morocco and the EIB, which includes tax and customs provisions. With regard to the TA Assignment, a Cooperation Agreement between the EIB and the Promoter was also signed in September 2022. However the Consultant remains responsible for the correct application of the rules relating to VAT, or any other tax, at the place where he is a taxable person, and/or in the beneficiary country.
154	01 - AA-010864-002 SECTION A - TAINSTRUCT_Instructions to tenderers	Consultant International SA, a wholly-owned subsidiary of Consultant SA, plans to act as the primary contracting entity in consortium with Consultant for this project. To strengthen our proposal, we intend to leverage the CVs and references of Consultant SA. Could you kindly confirm if this approach will be acceptable during the technical and financial evaluation process?	Please refer to Clarification n°28
155	01 - AA-010864-002 SECTION A - TAINSTRUCT_Instructions to tenderers	Can you specify the meaning and expected level of details of "time inputs" ?	Bidders are responsible for indicating in their offer the number of working days per expert for each activity (mandays input)
156	01 - AA-010864-002 SECTION A - TAINSTRUCT_Instructions to tenderers	Can you confirm Organisation and Methodology document can include annexes ? Shall annexes be provided in separate PDF document or combined within the Organisation and Methodology document ?	The Contracting Authority confirms that the Organisation and Methodology document can include annexes. Its structure shall be governed by the instructions provided in section 6.1 of the Instructions to Tenderers
157	02A - AA-010864-002 SECTION B - TATOR_terms of reference (Component 1: Feasibility study)	Can you confirm estimated budget for the Feasibility Study of EUR 800 000 includes the overall cost of the wind measurement campaign (even part of the work performed outside the 12 month duration of Component 1 Feasibility study, i.e. completion of measurement campaign, post-processing of data and re-assessment of wind resource)?	It is confirmed
158	02A - AA-010864-002 SECTION B - TATOR_terms of reference (Component 3: Environmental and social impact assessment)	In the absence of national guidelines and recognising the EIB E&S Standards (2022) what level of offshore survey effort is expected to meet <i>adequate and appropriate quantitative and qualitative, primary and secondary data on the relevant aspects</i> . Seabird and marine mammal survey requirements vary by region and country, for example the UK expects a minimum of 24 months digital aerial surveys (DAS). Given the programme duration and budget cap this will not be possible, therefore to ensure a fair comparison between submissions can MASEN provide a minimum/maximum duration and frequency of expected DAS effort. In the absence of an agreed position we can propose a pragmatic approach, however if this information is available we would welcome further detail.	There is no agreed position. It is for the Consultant to propose an approach in line with EIB ESS. Please refer to the amended TOR (Component 3 ESIA, page 7).
159	02A - AA-010864-002 SECTION B - TATOR_terms of reference (Component 3: Environmental and social impact assessment)	Have any environmental surveys, specific to the offshore region and relating to seabird / marine mammal / benthic habitats, already been undertaken? Does MASEN have access to any previously acquired data?	No, only the preliminary ESIA prepared within the framework of the prefeasibility study based on available published data is available. NB: The prefeasibility study is confidential at this tendering stage
160	02A - AA-010864-002 SECTION B - TATOR_terms of reference (Component 3: Environmental and social impact assessment)	Is the ESIA also expected to meet IFC Performance Standards (PS) and Equator Principles (EP) IV (EqP4)?	It would be an added value to align with and adhere to the IFC's performance standards

161	02A - AA-010864-002 SECTION B - TATOR_terms of reference (Component 3: Environmental and social impact assessment)	The development of the ESIA requires a project design envelope (PDE) to base the assessment of impacts. To note this also forms part of the EIB E&S Standards. A conceptual design forms part of the Feasibility Study but this will not be finalised until month 12. This only allows 8 months to finalise the ESIA. Does MASEN have an indicative PDE upon which the preparatory work for the ESIA can be based?	As outlined in Section 4.2.2 of the TORs document, the ESIA process is expected to take 20 months, with an additional 5 months allocated for the national validation process. Our understanding is that the PDE refers to the inception report, which is to be submitted at the start of the mission during the inception phase. This phase, however, is not anticipated to require a full 12 months.
162	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 1	It is stated "A pre-feasibility study has already been performed by MASEN (conducted by DNV GL) at a regional/national level, with a high-level screening of the potential of the Moroccan coast, including the pre-identified site off the coast of Essaouira. It is the responsibility of the Consultant to review and familiarise itself with the report (which will be made available). This is to ensure that all work conducted is not repeated during the Feasibility Study." Is it possible to have this study made available during the tender phase, since otherwise it is not possible to know what we need to include in our costing and what should be excluded from our costing (i.e. so as not to repeat it during the Feasibility study)	Please refer to Clarification n°32
163	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 1	Section 1 refers to DNV pre-feasibility report which shows 2 areas of interest, one suitable for bottom fixed and one suitable for floating offshore wind projects. Please confirm that pre-identified area is the one for bottom fixed only (northern "proposed site").	Please refer to Clarification n°13
164	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 2 (task 1)	Will national agencies (e.g. The ONEE, ANRE, IRESEN) provide the Contractor with any market data (electricity supply / demand data and forecast, long-term power price forecast, interconnector plans, trading volumes, etc.)?	The data shared by national agencies to the public are available on their respective websites. If the Contractor requires additional information, it should be directly discussed with these agencies
165	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 3 (task 2)	For Task 2, please can you confirm the format of the GIS data prepared at the pre-feasibility stage and that the data volume contains detailed metadata to undertake the requested review	The Contracting Authority confirms that the GIS data cannot be shared with the Consultant at this stage. The Promoter will inform about the availability and quality of the data during implementation of the TA Assignment
166	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 4 (task 3)	Task 3 states ' To support the validation of mesoscale wind modelled at the selected site, the Consultant shall as a first step validate any available measured wind data. Neither MASEN nor the Contracting Authority shall provide any wind data to the Consultant'. While Consultant is understanding of this position, we are not aware of any wind measurements in the area. If the Client is aware of existing measurements can an overview of this be provided (following which Consultant would be responsible for the attainment of it)?	The Consultant will be able to obtain the necessary data from a wind data provider for the desired locations of the site
167	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 4 (task 3)	Task 3 states 'The consultant shall assess the energy yield and define....and other climatic conditions specific to the site (humidity, pression, salinity, waves, temperature etc.)'.*3. The *3 refers to a footnote that says that the measurement campaign will be in line with guidelines etc. However later on it is stated that the Consultant shall execute an onshore wind measurement campaign. Guidelines state that any measurement campaign should be onsite - i.e. at the offshore site location. Can you elaborate on why the measurement campaign should be conducted onshore?	The measurement campaign should be conducted onshore to correlate it with mesoscale wind data sourced by the Consultant. The offshore measurement campaign is out of the TA scope
168	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 6 (task 5)	will MASEN share requirements on WTG rated power to be investigated ? As a base case, Consultant will consider 2 layouts corresponding to 2 different WTG size. Is such approach acceptable for MASEN ?	The Consultant shall recommend the approach to set the scenarios that would be considered, for at least 2 layouts, which will be discussed and confirmed with Masen/EIB
169	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 7 (task 6)	Could we have more information regarding what is meant by this "Identify the trends in sustainable and green logistics" • What duration is the trend to be investigated? (20years?) • Is LNG & Ammoniac considered as sustainable? • Shall we consider inland logistic? Or this focus only on maritime logistics? • How this is interfacing with Task 18 (detailed supply chain study) ?	Please note that this identification is related to common market practices regarding the development of offshore projects in Morocco. •Duration for Trend Analysis: Review the past 10 years and include projections for the next 10 years aswell. •LNG & Ammoniac: Yes, they are considered sustainable. However, we believe that they are not comparable/relevant to an offshore wind project. •Logistics Focus: Primarily maritime. The assessment of inland logistic is already included in the scope (Task 6). • Please refer to Clarification n°193
170	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 7 (task 6)	This requirement "maritime capacity (including vessel sizing and availability based on the project's conceptual design)" This assessment will be with data from 2024, is that OK?	It is acceptable
171	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 7 (task 6)	Can the Client please confirm if assessing only Tier-1 and Tier-2 suppliers is sufficient for the supply chain review assessment?	It is confirmed

172	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 7 (task 6)	Is there available information on Morocco's labour market (i.e number of jobs per category, etc) ?	Information on Morocco's labor market, is available from sources like the High Commission for Planning (HCP) and international organizations like the ILO and World Bank, among others
173	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 7 (task 6)	Can you please confirm that the jobs modelling excludes any labour rate forecast?	For the estimation of temporary and permanent, direct and indirect jobs we expect an assessment of FTEs per activity of the project and for the Morocco's offshore wind industry making relevant assumptions for this industry informed by the analysis carried out in the Feasibility Study
174	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 8 (task 7)	Please confirm which format shall be considered for the schedule	The schedule format is flexible; however it should be an open source executable file. We recommend using Excel or MS Project
175	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 9 (task 8)	"Assess the potential economic impact of the export of energy to neighbouring countries" -> Please clarify the scope of the analysis. Would qualitative commentary on potential power exports to other countries cover the scope intended?	Qualitative commentary is sufficient; however, it must be based on reliable sources, which may also include quantitative data
176	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 9 (task 8)	The scope asks to review the key provisions of the PPA (payment, termination, etc.). Please clarify the specific PPA template that would be reviewed.	The Contracting Authority confirms that no PPA template will be provided to the Consultant. Instead, the key provisions should be developed based on the Consultant's expertise and established best practices in the market, ensuring alignment with project requirements
177	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 9 (task 8)	Please confirm if the Consultant would need to estimate or model the below financial parameters, else if these would be provided by EIB or Masen: - WACC and underlying assumptions - Long-term interest rates in Morocco - Long-term CPI in Morocco - Gearing - Equity IRR - Forward dirham to EUR and USD exchange rate	The TA shall model and estimate these financial parameters. However, Masen/EIB can assist with Moroccan related figures (e.g CPI in Morocco)
178	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 10 (task 9)	For Task 9, can you please confirm that any proposed mitigation measures will be general - and will not be based off of specific stakeholder engagement. Rather, the mitigation measures will be high level and may identify potential impacted stakeholders	The mitigation measures will need to be based on specific stakeholder engagement
179	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 12 (task 11)	The scope described for Task 11 seems to overlap with that described in Task 4 Geoscience Studies. Is this intended or have we misunderstood something here?	The Contracting Authority confirms that Task 11, Initial Ground Model Study, can be integrated with the sub-task Geoscience Studies of Task 4: Site Condition Assessment. The bidder may propose a rearrangement of the content within Component 1: Feasibility Study for approval by the Contracting Authority and the Promoter. Please see the TORs paragraph 4.2.1 Specific activities.
180	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 14	It is expected that update of the Feasibility report is part of Component 4 of the TA and that it shall also include re-assessment of wind resource based on coastal wind measurement. Can you confirm this understanding ?	It is confirmed
181	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX Section 17 (Port study)	Please confirm that port masterplans will be provided by the client.	The port masterplans will not be provided by the client. The consultant may refer to the national port agency website for information on the ports : https://www.anp.org.ma/fr/portmaroc
182	06 - AA-010864-002 SECTION C. 01.d - TA letter of undertaking	Could you please confirm whether each separate entity denomination will need to complete its own "C.01.d - TA letter of understanding" form separately?	Please refer to Clarification n°28
183	06 - AA-010864-002 SECTION C. 01.d - TA letter of undertaking	On the "(1) Financial data" table, could you please confirm if "Year n" is 2024? If we are not able to provide the information about the accounts for this year or last year (which are not available yet), could you please confirm if we still meets the eligibility criteria?	The Data requested in this table must be consistent with the selection criteria set in the Instructions to tenderers, including the requested Years - for which accounts should be closed. If for a specific year, the accounts are not yet available, it should be clear in the offer
184	07 - AA-010864-002 SECTION C. 01.e - TA declaration on professional capacity	Could you please confirm whether this form should include information only about the permanent staff working for the Tenderer, and not for the other entities the Tenderer relies on?	The Declaration on professional capacity is an annex to section 4 of the Tender submission form
185	Evaluation grid in Instructions to Tenderers	Is it correct that Key Expert #2 receives 6 points for 'Qualifications and Skills', while all other key experts only receive 2 points for this item?	It is correct
186	Project site	The map on page 2 of the TOR Annex PDF shows two project areas. Is it correct that this project considers only one project area, specifically the northern one on the map, within the bottom-fixed foundation area? It is not fully clear whether it is one or two sites: the figure indicates two, while the text indicates one.	Please refer to Clarification n°13

187	Measurement campaign	<p>Could you confirm whether the calibration before and after the measurement campaign will be included in the tender conditions?</p> <p>It is specified in the rules (C8: for stand-alone RSD, a verification test must be performed before and after the application at the investigated site), so it is a requirement. If it is explicitly included – also in the Q&A – it would ensure a level playing field</p>	It is confirmed. The calibration before and after the measurement campaign is included in the scope of the TA
188	Metocean assesment	<p>What will be the use of the 12 months of high-quality and reliable wave hindcast data? What is the goal and added value of this data?</p> <p>We would expect to either use only publicly available data sources or acquire a long-term, high-quality hindcast (45 years) that can be used directly for the metocean assessment.</p>	The requirement has been modified for the Consultant to acquire long-term high-quality hindcast data - please refer to revised version of the TORS Annex.
189	Metocean assesment	<p>Would our bid be stronger if we can provide 45 years of high quality wave hindcast and 5 to 10 years of oceanographic data? Are there points associated with it?</p> <p>A combination of 45 years of wave hindcast and 5 or 10 years of oceanographic data would significantly increase the quality of the metocean assesment. In later stages a high quality metocean assesment can be used in combination with the campaign results to provide input for turbine and foundation design.</p>	As part of the Organisation & Methodology, the quality of the data will be considered in the evaluation, though there are no specific points associated with it
190	Metocean assesment	<p>What will the results of the metocean assesment be used for? Is it going to be used in subsequent phases of design or is its scope limited to inform the FS?</p> <p>Depending on the use of the metocean assesment, the deliverables might be different. Also, the level of quality required might change.</p>	The primary purpose of the metocean assessment results is to complete the Feasibility Study (FS). However, the metocean assessment should be of sufficient quality to be potentially used in subsequent design phases beyond the TA Assignment
191	Legal framework	<p>The documentation uses the word 'interconnector.' Is the offshore project intended to be connected to other countries, or does the term 'interconnector' refer more to the national energy system analyses?</p>	The term 'interconnector' refers more to the national energy system analyses
192	Legal framework	<p>Should the possibility of corporate PPAs be considered in the study?</p>	No, it should not be considered
193	Overall structure of deliverables	<p>Would it be possible to combine certain elements of the complementary studies into the FS stage as a single study?</p> <p>Some of the Complementary Studies overlap with (part of the) tasks of the FS, such as the regulatory framework review, as well as supply chain and port studies. Combining them into one task/report under the FS could enhance efficiency and prevent duplication. However, in this case, the timeline for the FS would need to be extended beyond the indicated 12 months.</p>	It is not possible to change the structure of the TA Assignment. The Complementary Studies are detailed assessments of relevant aspects of the Project. Service Providers are responsible for properly distinguishing the information relevant to the Feasibility Study (FS) and the Complementary Studies. The rationale being that the FS will be used as starting for the Complementary Studies. In addition, please refer to Clarification n°179.
194	Task 4 & 11	<p>Can we merge the geoscience study of task 4 with task 11?</p> <p>Scope of work is virtually the same.</p>	Please refer to Clarification n°179
195	Task 1	<p>In "highlighting the evolution of the national power consumption (demand), and installed/forecasted generation capacities (supply)", how far back in the past and how far into the future should we go for this analysis?</p> <p>The requirement explicitly said to look at the past 10 years and the coming 10 years for energy import and export situation but not for energy supply/demand analysis</p>	The same horizons (10 years back and forward) can be used for the energy supply/demand analysis.
196	General	<p>What components (e.g. grid study, port study, etc.) have been covered in the pre-feasibility study done by DNV GL?</p> <p>We'll know which part we need to start from scratch and which to build on and tailor our approach to these tasks accordingly</p>	<p>The pre-feasibility study involved only brief high level :</p> <ul style="list-style-type: none"> - review of ports infrastructure (available ports, and distance from the preidentified site area). - wind farm electrical concept description (requirements for introduced offshore wind electrical systems and introduction to possible grid connection points). <p>The preliminary road survey was not included in the prefeasibility study</p>

197	ESIA	<p>Could you please confirm whether the current project (with budget cap of €2M) excludes all site surveys required for the ESIA (e.g., multiyear marine fauna monitoring)?</p> <p>A full-process and bankable ESIA, including all multi-year site surveys, typically costs tens of millions of euros in mature European offshore wind markets.</p>	Please refer to Clarification n°40
198	Key Expert	<p>AA-010864-002 Instructions to Tenderers (section 4 - point e)</p> <p>Please confirm that natural persons or single member companies contracted for the project can be considered as key experts.</p>	<p>The Contracting Authority confirms that natural persons or single member companies can be presented as Key experts.</p> <p>Please also refer to Clarification n°148</p>
199	Technical capacity of tenderer	<p>AA-010864-002 Instructions to Tenderers (section 5.3 - a), b), c)</p> <p>Will the reference certificates for projects carried out on behalf of a parent company, meeting the requested criteria, be accepted and considered?</p>	Please refer to Clarification n°28
200	Content of tenders	<p>AA-010864-002 Instructions to Tenderers (section 6)</p> <p>According to this section, documents submitted by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure: is it required to submit translation version of all documents (administrative: statutes, power of attorney, notary statement, company's official registration etc.; technic: Diplomas, reference certificates, etc.) to English? The translation of all documents is big constraint; We want to know if native legal documents in French and Spanish will be accepted or if a translation of all of them is mandatory.</p>	The Contracting Authority confirms that a translation of all documents is required as part of the Offer. An official translation is not necessary at tender stage, however the winning bidder may be asked to provide a certified translation before signature of the contract
201	Technical capacity of tenderer	<p>AA-010864-002 Instructions to Tenderers (section 6.1 - point 6)</p> <p>Please confirm if "employer certificate" refers to tenderer's company certificate that certifies its employee's experience or a certificate from the client of each particular project included as experience in Key Expert's CV.</p>	The Contracting Authority confirms that the required documentary evidence for the CVs should in principle have been issued by each relevant employer of the expert, or by the clients who received the consultancy services referred to in the CV
202	Accreditation of experience for key experts	<p>AA-010864-002 Instructions to Tenderers (section 6.1 - point 6)</p> <p>In case that a Key expert had most of his expertise record under a contract with a former company and not the current proponent, so an employer certificate can be hard to obtain to accredit the experience, will a sworn declaration signed by the Key expert be accepted as prove of his experience record?</p>	<p>Please refer to Clarification n°201.</p> <p>In addition, the Contracting Authority would like to remind bidders that previous experience which caused breach of contract and termination is not a valid reference</p>
203	Content of Pre-feasibility Study conducted by DNV	<p>02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX (section 1)</p> <p>Please confirm if the pre-feasibility study performed by MASEN provides or not georeferenced information layers that can be incorporated to a GIS model for further analysis in the Feasibility Study</p>	Please refer to Clarification n°165
204	Area of interest	<p>02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX (section 1)</p> <p>DNV prefeasibility report figure shows two areas of interest. However the text only mentions a broad area of interest (AoI) of 211 km2. Please clarify if only one area of interest will be analysed or other area will be part of the scope of the feasibility stage.</p> <p>Please clarify if at initial stage a selection between various AoI shall be conducted.</p>	Please refer to Clarification n°13
205	Competitiveness against other renewable energy sources	<p>02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX (section 2)</p> <p>Please clarify if the consultant will have access to other fossil fuel and renewable energy sources LCOEs and relevant data in Morocco</p>	The Contracting Authority confirms that ranges on the LCOE for solar and wind projects developed by Masen may be provided to the winning bidder, after award of the contract
206	Mapping of exclusion criteria	<p>02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX (section 3)</p> <p>Can MASEN provide any kind of georeferenced information regarding other activities in the AoI that is not available in public information sources?</p>	No information related to the activities in the area of interest can be provided at this stage

207	Base data for Geoscience Studies	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX (section 5 - Geoscience studies) It is specified that "The Geoscience Studies shall be conducted based on existing, publicly available data" and that the outcomes will contribute to understanding the site's suitability for offshore wind development. Furthermore, the ToR outline the requirement to conduct baseline studies for the Environmental and Social Impact Assessment (ESIA). These studies are expected to provide a comprehensive assessment of the physical environment (e.g., geology, topography, climate, water resources) and ecological systems (e.g., flora and fauna). It is our interpretation that the geoscience data obtained under Task 4, based on existing and publicly available information, may also be utilized to inform and support the preparation of the baseline studies required for the ESIA, without the requirement of specific marine surveys on site. We kindly request confirmation as to whether this interpretation aligns with the intent and requirements of the Terms of Reference.	The Consultant must provide a proper methodology for conducting the ESIA based on the TOR. Please refer to the amended TOR (Component 3 ESIA, page 7).
208	Grid Impact Study	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX (section 15) The scope includes grid integration impact study beyond the point of connection (PoC). We understand that either this grid impact study will be limited to the Point of Integration (PoI), as beyond this point required information from the grid operator will be very probably unavailable. Please confirm our understanding of the study battery limits.	Please refer to Clarification n°143
209	Grid Reinforcement Study	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX (section 16) Please confirm that the grid reinforcement study beyond the point of integration (considered not feasible due to lack of required grid information), is not included in the scope of service.	Please refer to Clarification n°143
210	ESIA/Impact Assessment	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX (section 20.8.3) Is it required to use mathematical models or simulations to estimate risk levels or is it just a general suggestion or example of applicable methods? In case this is considered a requirement, can we have more details on this aspect and what are the expected results?	This is not required.
211	ESIA/Archaeology and cultural heritage	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX (section 20.8.3) Please confirm that the scope of archaeological survey is limited to a bibliographic/desk study complemented by an onshore site visual inspection, or if more detail in archaeological survey (involving geophysical methods) is required.	The Contracting Authority confirms that the scope of archaeological survey is limited to a bibliographic/desk study complemented by an onshore site visual inspection. Please refer to the amended TOR (Component 3 ESIA, page 7).
212	Payment method	AA-010864-001 SECTION D. 02 - TAGC (29.1) / AA-010864-001 SECTION D. 01 - TACONT (7.2) If the contractor is a consortium composed by different companies based on different countries, can each partner invoice its correspondent amount at each milestone completion, to be paid in different bank accounts? Or a temporary JV entity shall be constituted in order to have an unique entity for invoicing and payments?	Please refer to Clarification n°70
213	External auditor	AA-010864-001 SECTION D. 02 - TAGC (28.2) Please to confirm that the external auditor who meets the specific conditions of the Terms of Reference is borne by the Contracting Authority and shall not be included within contract scope.	Please refer to Clarification n°109
214	EU contribution publicity	AA-010864-001 SECTION D. 02 - TAGC (7.7) The TAGC require that "Unless otherwise requested or agreed by the European Commission, the Consultant shall take the necessary steps to ensure that the financial contribution of the EU is given adequate publicity. These steps must follow the rules applicable in the Communication and Visibility Manual for EU External Actions defined and published by the European Commission". Please confirm that this requirement is limited to the use of UE emblem and funding statement in all project deliverables, and that no specific communication events not explicitly indicated in the ToR are expected.	It is correct
215	01 - AA-010864-002 SECTION A - Section: 6.1 (6) "Tenderers must provide the following documents for any Key Experts proposed: (...) - a copy of employer certificates or references proving the professional experience indicated in their CVs."	What type of evidence is expected as an "employer certificate or reference" for past employment? Would it be for instance: 1. Formal letter from HR confirming the Key Expert's dates of employment and position, or 2. Short written statement (email) from a former manager, or 3. Details of a person of authority who may be contacted to confirm that details on the Key Expert's CV are truthful?	Please refer to Clarifications n°201 and n°202

216	02A - AA-010864-002 SECTION B Section: 6.1.1 Key Expert 5: Social Expert *Professional experience *15 years of experience in social impact assessment, stakeholders' engagement, public consultations, resettlement, livelihood restoration, labour, etc. *Minimum 10 years' experience as a project manager for ESIA (social) studies. *10 years of experience in social assessment of offshore/marine/coastal projects."	How significant is the requirement in the last bullet point? A local expert, while fulfilling the first two bullet points and bringing valuable experience, will not have encountered many offshore/marine/coastal assignments in the region	The following criteria "10 years of experience in social assessment of offshore/marine/coastal projects" is required but not disqualifying, and will be evaluated in line with section 14.3 of the Instructions for tenderers (<i>Note for the evaluation of key experts</i>).
217		For the grid side ,we would like to know if the capacity model of the NETWORK where the study will be carried out is available. This information is important so that the analysis of the network impact is as reliable as possible. If this information is not available, then the study must be executed with substantial hypothesis and considerations	Please refer to Clarification n°119
218		Although it is not mentioned in the information provided in points 15 and 16 of document 02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX, it would be important to have information on the existing protection and control system, since for the analysis of the Impact on the National Grid Protection Plan it is required to know the protections that will act and their tripping time, frequency limit parameters, low or overvoltage, among others	Please refer to Clarification n°119
219		In regards to document AA-010864-002 , Instructions to tenderers, In Section 4 Participation and subcontracting part e) "Even if subcontracting is allowed, the tenderer must intend to provide the majority of the services itself". Can you provide a clearer definition of what is meant by "the majority" of the services. How will it be quantified?	The bidders are expected to detail the tasks that will be sub-contracted. It is the responsibility of the bidders to demonstrate that the majority of the tasks will be performed by bidder or the consortiummembers
220		In section 5 - Selection Criteria it is written "The following selection criteria will be applied to tenderers". Subsection 5.3 - Technical capacity of tenderer, parts a), b), and c) The document wording is as such "the tenderer has implemented at least 3 project(s) compliant with the following characteristics." Please explain whether this is a requirement that the tenderer has implemented at least the number of projects demanded and if the tenderer hasn't implemented the required number of projects it's a disqualifier (strict requirement) or if the number of projects compliant with the characteristics is just a basis for scoring (not a strict requirement).	Please refer to Clarification n°98
221		Please let us know if there is a preferred method or platform for submitting additional inquiries or documentation related to this tender.	Section 9 of the Instructions to Tenderers describes the procedure to be followed by tenderers when asking questions to the Contracting Authority, that is to say in writing by the deadline specified in Section 3 of the same document, exclusively via e-mail at the following address: glo-cpcm-procurement@eib.org with c.cottam@eib.org in copy. The e-mail subject should adopt the following format: CLARIFICATION REQUEST - AA-010864-002- <NAME OF THE TENDERER>.
222		Could the 'Deadline for receipt of tenders by the Contracting Authority' be extended by 4 weeks, to the 27 February 2025?	See Clarification n°45
223	Met Mast QUESTION RECEIVED ON 13/01/2025	02B - AA-010864-002 SECTION B - TATOR_terms of reference_ANNEX (Annex 1) In the case of the met-mast, the height is necessary. Taking into account Measnet's requirements, with a 100 m met-mast the maximum hub height is 150 m, in the case of a 120 m met-mast the limit is 180 m hub height. We think that a 100 m mast may be sufficient. Can you please confirm according your experience in offshore part if 100 m as met-mast height is sufficient or we need more?	This assessment needs to be performed by the Consultant, taking into account other alternatives e.g. LIDAR.