

Questions and answers

Here you can find answers to questions the DEA receives continually. The questions are divided into different categories. Even though some of the questions may be relevant for more than one category they will only be added to one category. The questions and answers will continually be organised in order to make navigation easier.

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Tender material and financial concerns

Q (29.08.2016):

We believe that the DEA's stance outlined in Q (01.04.2016) is incorrect and that it constitutes a significant change in the tender conditions, which means that the DEA is in breach of the rules in the tender directive.

In the final tender conditions for the nearshore tender, version 2.3, it is stated on page 18, first paragraph of section five, that:

“The Danish Energy Agency will award Concession(s) to the tenderer(s) which submit tenders that will enable establishment of the largest total capacity within the framework of 350 MW at the lowest total price.”

It clearly follows from the wording, that the main purpose of the tender is to build as many MW as possible at the lowest possible average price.

Your interpretation in Q(01.04.2016) is contrary to the above mentioned main purpose. You state here that the aim is to build MW as cheaply as possible, even if it means that not all of 350 MW are constructed; and even if in the tenders received is a combination that meets the requirement that the average price must be below the price cap of 70 øre per. kWh.

We do not agree that the DEA can hold this position. The purpose of the tender is to build as many MW as possible at the lowest total price. The example from 01.04.2016 live up to just that purpose, as the combination of bidder B's 200MW offer and bidder A's 150MW offer of a total of 350MW together lead to an average price below the price cap. This leads to the largest development possible (here 350 MW) at minimum cost (here an average price of 68.3 øre per kWh). Your argument that bidder A's 350MW offer at 68 øre per kWh "blocks" the acceptance of the remaining 150MW to bidder A's alternative offer does not hold, as bidder A could never have received an acceptance of its 350MW tender, as bidder B's offer leaves only 150 MW. As it follows from the tender conditions that the maximum capacity must be built, the DEA is required to follow the wording and choose bidder A's 150 MW tender as it, along with bidder B, allows the establishment of the maximum capacity (350MW) at an overall average price that is below the price cap.

The above interpretation is also supported by the DEA own example 3 in Appendix 10 of the tender conditions. If the DEA does not believe that an offer above the price cap can be awarded, in spite of the fact that the average is below the price cap, the why does the DEA maintain example 3 in the final tender conditions, which were published after Q(01.04.2016) was answered.

If you pursue the DEAs argument that it is only possible to go for the cheapest option for the state, the real answer to Q(01.04.2016) is not to be awarded any concessions, as this is the cheapest option for the state.

We therefore request that the DEA confirm in writing that your interpretation of Q(01.04.2016) is incorrect and that the correct interpretation is that two concessions to bidder B and A, with respectively 200MW and 150MW, shall be awarded.

A: A reference is made to the tender conditions' section 5 on award criteria, in which it says: "*The Danish Energy Agency will award Concession(s) to the tenderer(s) which submit tenders that will enable establishment of the largest total capacity within the framework of 350 MW at the lowest total price.*"

This political mandate describes that the tender must ensure both the largest possible capacity and the lowest possible price, and thus not only the maximum capacity.

The sentence is followed by: "In the event of two (or more) mutually exclusive tenders of the same price, the tenderer having offered the largest development will be awarded the Concession." This wording ensures that the largest development will be secured at equal prices. This can be illustrated by the following example: Bidder A offers the construction of 200 MW at 68 øre per kWh and bidder B offers construction of 300 MW at 68 øre per kWh. The concession will be awarded to bidder B, as it has offered the largest development.

Further on in the same section it is stated: "Using the formula below, the Danish Energy Agency will calculate all possible combinations of tenders which in total add up to 350 MW nearshore wind turbines at the lowest average price. The combination of tenders that provides the lowest price per kWh will win the tendering procedure."

The Q(01.04.2016) response shows how the DEA calculates the combination of tenders that provide the lowest price. In the example, the tenders received offer various combinations of development up to 350 MW, of which only the cheapest will be presented for approval. This is because the parties to the energy agreement can only be presented for approval tenders of up to 350 MW and that it must be the cheapest offer(s). In the example, the parties to the energy agreement are presented bidder Bs offer only. The second cheapest combination of tenders (ie bidder As conditional bid of 350 MW) cannot also be presented, as those tenders add up to 550 MW. The third-cheapest combination, which includes the two unconditional bids from bidder A and B which add up to 350 MW, is more expensive than bidder As conditional bid of 350 MW, and therefore does not fulfill the requirement of being the cheapest bid of up to 350 MW.

The difference between the DEA's reply of 01/04/2016 and example 3 in the tender conditions' Appendix 10 is, that in example 3 only 2 offers are given, which together provide a combination of 350 MW and together are below the price cap.

Therefore, this combination yields 350 MW at the lowest average price, and both tenders can be presented for approval to the parties to the energy agreement.

If the outcome of the DEA's reply of 01/04/2016 should have led to the response that both of the unconditional tenders from respectively bidder A and B should be presented for approval, the overall average price of the two unconditional offers should have been below the price of the conditional offer from bidder A. This could e.g. be achieved if bidder As unconditional offer for 150 MW had had a price of 71 cents per kWh. This would give a total average price for 350 MW of the two unconditional offers of 67.6 øre per kWh, which is lower than bidder As conditional offer of 350 MW at 68 cents per kWh.

DEA's reply of 01/04/2016 is thus in line with the examples in appendix10, which has been an integral part of the tender documents, including the award criterion, since publication of the original draft tender conditions during the pre-qualification phase in May 2015. Therefore, the DEA does not change position in it connection with the reply of 01/04/2016.

It should also be pointed out that section 11 of the tender document describes that the winning tenders will be presented

to the parties to the Energy Agreement for approval. This is because, that the concession agreement will be conditional upon the Parliament passing the necessary amendments to the Renewable Energy Act, which makes it possible to accept the offered price per kWh. The section also describes that the DEA reserves the right to cancel the tender if there are objective reasons for so doing. This may be relevant if the tender prices (the kWh prices) are deemed too high.

Q (23.08.2016):

Section 13 of the concession agreement concerns replacement or exit of economic operators on which the concessionaire has relied in respect of its economic or financial capacity. It is stated that consent to replacement or exit will only be granted before grid connection where the concessionaire still fulfils the original criteria for qualitative selection under the tendering procedure for the concession agreement.

Please confirm that the assessment will be made based on the 3 latest financial years available at the time of applying for the consent for replacement or exit.

A: Following a request by the Concessionaire to exit or replace an economic operator on which the concessionaire has relied in respect of its economic or financial capacity, the DEA will assess whether the Concessionaire – at the time of the request - still fulfils the original minimum requirements for prequalification. The DEA can therefore confirm that the DEA's assessment of the Concessionaire's request will be made based on the 3 latest financial years available at the time of the request.

Q: The concession is (amongst other things) conditional upon the European Commission approving the tender terms and conditions for the nearshore wind turbine tender as compatible with the EU state aid regulations. If there is no decision by the European Commission on the matter of state aid before the conclusion of the concession agreement, the concession agreement will be conditional upon the European Commission, by no later than 1 January 2017, approving the tender terms and conditions for the nearshore wind turbine tender as compatible with the EU state aid regulations.

What is the status in terms of fulfilling the mentioned condition and when does the Danish Energy Agency expect the condition to be fulfilled?

A: A pre-notification on state aid to the nearshore wind farms was submitted on 1 December 2015. Hereafter followed a period of dialog with the European Commission. The DEA submitted the final notification on 4. August 2016. The case is now under final evaluation by the European Commission and the DEA expect to have a decision from the European Commission before 1 January 2017.

Q (02.05.2016):

In the tender material section 3.5 and in the concession agreement section 1.1, it is stated that: “the retention penalty will be immediately payable upon demand if construction work on the offshore wind farm is not commenced by 31 December 2019.” Further it is noted that “The demand for payment of a retention penalty will lapse when the first kWh from the first turbine has been supplied to the collective grid.”

Is this to be understood so that the retention penalty must be paid if the farm has not produced its 1 kWh by 31 December 2019?

A: No. The retention penalty must be paid if construction work is not commenced by 31 December 2019, cf. section 1.1.1 of the Concession Agreement. As defined in section 1.1.1 of the Concession Agreement "commencement of construction work" is to be understood as offshore activities that have been commenced and which are directly linked to the actual establishment of the wind farm, e.g. establishment of scour protection.

The fact that "the retention penalty shall lapse when the first kWh from the first turbine has been supplied to the collective grid", cf. section 1.1.4 of the Concession Agreement, means that the DEA can no longer claim the retention penalty when the wind farm is grid connected and producing. This is due to the fact that the retention penalty is meant to ensure the timely establishment of the wind farm.

It follows from section 1.0.4 of the concession agreement that: "By 31 December 2020 the Concessionaire shall connect the entire offshore wind farm to the collective grid, cf. clause 1.3. The entire wind farm shall be deemed to be connected when at least 95% of the capacity of the offshore wind farm has been connected to the collective grid. If the entire offshore wind farm is not connected to the grid by 1 January 2021, the production subject to price supplement shall be reduced as stated in clause 4.3 below."

Q (01.04.2016):

In the tender conditions it is stated that a maximum of 350 MW can be installed. Are the 350 MW calculated as installed effect or delivered effect at the grid connection point?

A: According to the license for construction, condition 1.5, the Concessionaire may construct an offshore wind farm with a maximum installed capacity (nameplate capacity) of [xx] MW, +/- 5 MW. The upper limit for installed capacity at the individual site is 200 MW [except for Bornholm].

Therefore, the installed capacity will be calculated as nameplate capacity and not as capacity delivered to the grid connection point.

In order to give flexibility in the choice of turbine, a flexibility of +/- 5 MW has been given. However, the upper level of 350 MW installed capacity must not be exceeded. Furthermore, the EIA has evaluated a maximum of 200 MW installed capacity, so it is not possible to allow more than 200 MW at each site (Bornholm is an exception to this rule).

The concessionaire will be entitled to a price supplement pursuant to the concession agreement, as defined by law. The number of TWh will be fixed in the RE Act and will not be changed as a result of a possible sub-sequent adjustment of the number of MW.

Q (01.04.2016):

Will a turbine with the certified capacity of 4 MW which have the capacity to power boost up to 4,2 MW be calculated as 4 MW or a 4,2 MW in the calculation of installed capacity?

A: As the turbine has been certified as a 4 MW turbine (4 MW name plate) it is calculated as such in the calculation of installed capacity.

Q (01.04.2016) amended 11.04.2016:

The new wording of annex 9 states that a guarantee must be provided to Energinet.dk. A table of costs is presented, but how large should the guarantee be?

A: It is stated in annex 9 that If the wind farm is connected to the grid through the transmission grid, the concessionaire must provide Energinet.dk with a guarantee to be paid in the event that the project is not constructed in accordance with the concession agreement. This guarantee may be covered by the guarantee provided for the retention penalty after deduction of costs for preliminary surveys to the extent that Energinet.dk's costs do not exceed the size of the retention penalty. The costs for which the Concessionaire will have to compensate Energinet.dk are the costs that Energinet.dk has incurred in connection with establishing grid connection. Energinet.dk has estimated its costs of establishing grid connection installations and any required grid enforcements for the connection of a 200 MW offshore wind farm.

The table following the above text is intended for the concessionaire to be able to estimate the cost of the planned project and thereby the security expected by Energinet.dk; e.g. a 200 MW project at Vesterhav Syd grid connected through Søndervig is expected to cost DKK 132,5 million. (96,0+36,5).

If a concessionaire wants the security of having access to a substation with two transformers and double busbar system, an additional cost will be incurred in Energinet.dks budget and the expected security will rise by 30,9 million, giving a total of DKK 163,4 million.

The total costs incurred from the project equal the security demanded by Energinet.dk. Since the guarantee for the retention penalty is DKK 100 million excluding the costs for preliminary surveys amounting to DKK 23.8 million, the concessionaire shall provide a guarantee to Energinet.dk for the amount of DKK 87.2 million if the concessionaire want the extra security provided by Energinet.dk to a cost of 30,9 million. If no extra security is needed the guarantee provided to Energinet.dk in the above example will be 56.3 million.

In the case a wind farm at Smaalandsfarvandet will be connected through Stignæs, no additional guarantee will have to be placed to Energinet.dk.

Q (01.04.2016):

Bidder A delivers a conditional bid of 350 MW for site 1+2 with an average price of 680 DKK for the full amount of MWs.

Bidder A also delivers an unconditional bid of 150MW for site 1 with a price of 727,6DKK

Bidder B delivers a bid of 200MW for site 2 with a price of 650DKK

How will the projects be distributed?

When combining Bidder A and Bs two bids, the average price will be 683DKK, i.e. higher than Bidder A's conditional 350MW bid.

Will the DEA chose Bidder A for 350MW because its average is the lowest, OR will the DEA award 200MW to Bidder B first because that is the lowest offer overall, and then afterwards award 150MW to Bidder A because the average of the two projects is below 700DKK, irrespective of the fact that this will not constitute the lowest average MW price of the two project sites

A: It is stated in the tender document that, the Danish Energy Agency will calculate all possible combinations of tenders which in total add up to 350 MW nearshore wind turbines at the lowest average price. The combination of tenders that provides the lowest price per kWh will win the tendering procedure.

The DEA will therefore do the following assessment and rank all the possible alternatives up to 350 MW limit. The result in the above scenario will yield the following result in a ranked order:

Average price per kWh for total expansion of 200 MW for tenderer B =
 $(0.65 \cdot 200) / 200 = 0.65$

Average price per kWh for total expansion of 350 MW for tenderer A =
 $(0.68 \cdot 350) / 350 = 0.68$

Average price per kWh for total expansion of 350 MW for tenderers A and B =
 $((0.7276 \cdot 150) + (0.65 \cdot 200)) / 350 = 0.683$

Average price per kWh for total expansion of 150 MW for tenderer A =
 $(0.7276 \cdot 150) / 150 = 0.727$

Therefore the average price of DKK 0,65 pr. kWh for 200 MW for site 2 provided by tenderer B will be presented to the parties behind the energy agreement for approval. The other bids will not be considered.

Please also see examples 1 and 2 in annex 10.

Please note that the tender material states that the bid must be provided in DKK to maximum 3 decimal places

Q1 (01.03.2016):

**Does joint and several liability amongst the founding companies apply to the entire life time of the wind farm?
Does it also apply if the DEA has approved a sale of the owned share of the wind farm and thereby the transfer of control?**

A: In the scenario where a founding company sells off all of its shares in the concessionaire to a third party, section 11 of the draft concession agreement applies.

According to section 11.8 and section 11.9, the following applies:

11.8. *As a general rule, a new shareholder which joins the Concessionaire pursuant to this provision is not obliged to assume joint and several liability together with the Concessionaire. However, the Danish Energy Agency reserves the right to demand this if the Danish Energy Agency finds there are objective reasons for doing so on the basis of a specific assessment.*

11.9 *If a shareholder which initially assumed joint and several liability pursuant to the Concession Agreement as a founding company pursuant to clause 8.2 transfers its ownership share of the Concessionaire in full, then the Danish Energy Agency may, upon request, grant its consent that the resigning shareholder is released from its joint and several liability with regard to obligations that arise after the date at which the shareholder transferred all of its*

shares in the Concessionaire. The Danish Energy Agency may only refuse to grant its consent for this if there are objective reasons for doing so.

Where the concessionaire has relied on a founding company in order to comply with the financial minimum requirements for prequalification, attention can be drawn to sections 13.6, where it is stated that *“In the event of replacement, the new supporting economic operator shall assume joint and several liability by entering into this Concession Agreement, unless, in connection with its consent, the Danish Energy Agency confirms in writing that this requirement should be ignored. The joint and several liability will enter into force from the date when the new supporting economic operator enters into the Concession Agreement.*

Furthermore, it follows from section 13.7, that a resigning economic operator on whom the Concessionaire has relied in relation to economic and financial capacity shall still be joint and several liable for any claim according to section 8.3 of this Concession Agreement originating from before the relevant exit.”

Q5 (01.03.2016):

Can it be confirmed that the maximum liability during the establishment phase is capped at DKK 100 mio? Is the concessionaire exposed to liability exceeding the penalty amount of DKK 100 mio. during the establishment phase regardless the reason for such claim? Can this be clarified in 1.1.2 of the concession agreement?

A: It is stated in 1.1.2 in the concession agreement that “the retention penalty shall cover, in full settlement, any claim that the Danish Energy Agency may have against the Concessionaire pursuant to the Concession Agreement and its associated licences and authorisation in the event that the Concessionaire fails to construct and connect to the grid the electric power generating plant in accordance with the terms and conditions of this Concession Agreement. The retention penalty will cover e.g. the Concessionaire’s expenditures on preliminary surveys conducted by Energinet.dk, as in the case of failure to comply with the labour clause. This means that the during the establishment phase, the liability for defective performance towards the DEA will be limited to DKK 100 mio.

The current wording of section 1.1.2 will not be amended.

Q6 (01.03.2016):

In the material that joint and several liability will only become effective upon an unremediated breach by the concessionaire. Can unremediated be added in the concession agreement as well ?

A: It is stated in Section 8.2.2. of the Concession Agreement that if the tenderer is a not yet established company, the founding companies will be required to undertake joint and several liability with the tenderer when the concession agreement is entered into. It is furthermore stated in Section 8.2.3 of the concession agreement that *“In order for the joint and several liability of this/these other economic operator(s) to apply, the Concessionaire must have breached this Concession Agreement and/or the terms and conditions of the mentioned licences and authorisations.”*

This means that, if the Concessionaire does not breach the conditions of the concession agreement the joint and several liability will not become effective. Appropriate wording will be added in the concession agreement to reflect that the joint and several liability will only become effective upon an un-remediated breach by the concessionaire.

Q7 (01.03.2016):

The concession agreement should include clarification that the DEA will only make claims against the parties that are joint and several liable if the guarantee has been released or cannot be drawn upon for any other reason.

A: It is stated in section 8.2.3 of the concession agreement that *“In order for the joint and several liability of this/these other economic operator(s) to apply, the Concessionaire must have breached this Concession Agreement and/or the terms and conditions of the mentioned licences and authorisations.”*

Appropriate wording will be added in the concession agreement to reflect that the joint and several liability will only become effective if the guarantee has been released or cannot be drawn upon for any reason.

Q (18.02.2016):

Is it possible for the Danish Safety Technology Authority BEFORE the 4 April 2016 deadline to:

- **clarify whether cables onshore used for grid connecting the nearshore wind turbines is assessed by the Danish Safety Technology Authority as being in the common good's interest.**
- **clarify whether the right to expropriation can be appointed to the Concessionaire in connection with landowner negotiations and whether this will be evident in the final tender conditions.**
- **clarify whether the Concessionaire can apply for the right to expropriate all properties at the same time before the landowner negotiations begins.**

A: Unfortunately it is not possible for the Danish Safety Technology Authority to process the above points of clarification before than actual permit for the concrete project has been submitted by the Concessionaire. Once the permit has been obtained the Concessionaire is advised to start the application process.

The application process can be conducted in 2 steps.

Step 1:

Once the Nearshore Wind Tender is concluded and the Danish Energy Agency has issued a construction permit for the site in question and the Nature Protection Agency has issued the EIA-permit, the Concessionaire can ask the Danish Safety Technology Authority for a general non-binding statement in regard to the criteria for the sake of the general interest. The DEA can assist the Concessionaire in this process by providing input to the application, if necessary.

The construction permit and EIA permit awarded as part of the tender will implement and confirm the political will behind the Energy Agreement from 2012 and show that the establishment of the nearshore wind farms is considered an important part of Denmark's green transition and meeting the EU's 2020 targets. The fact that tender for offshore wind capacity in nearshore areas is a result of the Energy Agreement from March 2012, which has been agreed by a broad majority in Parliament, is expected to carry weight in favour of granting the possibility of expropriation.

The Danish Energy Agency wants to point out that the 2-step-application process differs from the one used by Energinet.dk.

According to practice, Energinet.dk submits a request for general statement when they have obtained relevant permits. This practice is supported by the legislation. It follows from the special notes to § 27 of the Electrical Safety Act that for transmission plants over 100 kV (where Energinet.dk is responsible), which are approved by the Danish Energy Agency accordance to the Act on Electricity Supply and the Minister for Energy, Utilities and Climate or the Danish Energy according to Article 4 of the Act on Energinet.dk, the Danish Safety Technology Authority does not in general assess the necessity of the expropriation for the sake of general interest. The reason for this is that Danish Safety Technology Authority considers the criteria fulfilled if the Minister for Energy, Utilities and Climate or the Danish Energy Agency has approved the plant in accordance with the legislation mentioned above. Danish Safety Technology Authority will therefore not assess the criteria in connection with an application for expropriation.

However, for transmission plants under 100 kV (including the land cables to be established by the Concessionaire), it follows from the special notes that the Danish Safety Technology Authority shall assess both the fulfilment of the plant's technical security conditions as well as the necessity of the expropriation for the sake of general interest. See step 2 below.

Step 2 – if voluntary agreement has not reach with the land owner

The Concessionaire shall apply to the Danish Safety Technology Authority in order to obtain the right to expropriate the land if a voluntary agreement cannot be reached with the landowner.

The rules are found in the Electrical Safety Act (Elsikkerhedsloven), Act Nr. 525 of 29 April 2015 on the Safety of Electrical Plants, Electrical Installations and Electrical Equipment, Articles 27 and 28, see <https://www.retsinformation.dk/forms/r0710.aspx?id=169711> (only available in Danish). Further comments to the rules can also be found in the preparatory works (lovforslag LSF 119, 2014-15), see <https://www.retsinformation.dk/Forms/R0710.aspx?id=167705>.

The Danish Safety Technology Authority will on the basis of the application submitted by the Concessionaire assess:

- a) the plant's technical security conditions and
- b) the necessity of the expropriation for the sake of general interest.

The assessment in regard to criteria b will, be based on the assessment provided in the general non-binding statement.

Please note that the Danish Energy Agency has included a clause in the concession agreement that provides that, in the case the Danish Safety Technology Authority does not give permission for expropriation, the concession agreement will lapse. The concession agreement also includes a clause that entitles the Concessionaire to an extension of the time limit for commencement of the construction work and the time limit for connection of the entire offshore wind farm in the event there are delays in grid connection which in no way can be attributed to the faults of the Concessionaire. The final tender documents is pending political acceptance.

Q (18.02.2016):

What happens to the incoming bids that do not win the tender and is awarded concession?

A: Once the Danish Energy Agency has assessed which tender has the lowest price, the Agency will decide on the award of concession. This will be presented to the parties to the Energy Agreement for approval. The tenderer is bound by its best and final offer until the Danish Energy Agency has established the concession agreement with the successful tenderer and/or the procurement process has been completed. Hereafter the non-winning offers will be annulled. However, the tenderer will not be bound by its final and best offer for longer than six months, see Section 13 of the tender specifications.

Q (18.02.2016):

Are the expected costs of the EIA report for Sejerø and Smålandsfarvandet accurate?

A: Yes the amounts published in the tender material are correct

Q (18.02.2016):

Is it the concessionaires' risk that permits and authorisations are not obtained before signing of the concession agreement?

A: The concessionaire runs no risks related to permits before the signing of the concession contract, as no permits will be issued before the concession contract is signed.

Q (02.02.2016):

During the operational phase, it is also important to have a limitation to the exposure of the founders of the project company. Both in regards to the risks allocated in the project in case all parties stays as shareholders of the project company throughout the concession period, but also in regards to a situation where one of the founders decides to withdraw itself as shareholder of the project company holding the wind farm. Partial sale of shares does not invoke an obligation for a new shareholder to assume joint and several liability with the project company. As long as the initial founders are shareholders, they assume the full joint and several liability with the project company. BUT in the case that either of the initial founders decides to sell all of its shares in a project company to a new third party, such sale must be approved by the DEA, since the exit will consume a change in the original prequalified financial supporters to the project company. If the DEA requires an unlimited joint and several liability with the project company for such new replacing shareholder, then it might be impossible for either of the founding companies to leave the project, since a share in a limited liability project company with a demand for a joint and several liability attached to it, might be impossible to sell.

I therefore again emphasize the need to limit the liability that the founding companies shall assume together in a project company. We suggest that the DEA follows the same line as the DEA intends to invoke during the construction phase: Limit the liability to a specific amount mentioned by the DEA in the tender requirements, and confirm that the DEA will not claim for other cost in excess to this amount. Therefore we suggest that the DEA in the concession agreement a) makes a full and comprehensive description of all the areas where the DEA

can claim the joint and several backers AND b) that the joint and several liability is limited to the amount to be put up as a decommissioning bank guarantee (DKK 200M for a 200MW project).

A: In the situation where a tenderer has been prequalified as a not yet established company, it follows from the tender specifications that the founding companies will be required to undertake joint and several liability with the newly established company once the concession agreement is signed. The founding companies will at that time become joint and several liable with the concessionaire, but will remain different and independent from the concessionaire. This is important to note in respect of the provisions on permitted changes in the concession agreement. Where a founding company decides to sell of a majority or all of its shares in the concessionaire the provisions on change of control in the concession agreement will apply. Such transfer of shares will require prior consent from the DEA. In general a new shareholder buying such shares in the concessionaire from the initial founders will not be required to undertake joint and several liability with the concessionaire, however the DEA reserves the right to require this if the DEA finds that there is reasonable cause based on a specific and individual assessment of the requested change.

Furthermore in the situation where a founding company sells off all of its shares in the concessionaire this will not automatically mean that the founding company will be released from joint and several liability. Such release will require separate consent from the DEA upon specific request. Consent of release will be based on a specific assessment pursuant to the concession agreement section 11.9. If at the same time the concessionaire has based its economic and financial capacity for prequalification on the founding company selling of its shares request for release from the joint and several liability will have to be submitted pursuant to clause 13. 1 of the concession agreement.

The DEA will have the right to claim the joint and several backers for any claim arising pursuant to the concessionaires breach of the concession agreement and/or the associated permits. It is not possible for the DEA to provide an exhaustive list of such possible claims. It is furthermore not possible for the DEA to accept a solution where the joint and several liability is limited to a specific amount in the operation and decommissioning phase.

Q (07.10.2015):

In the English tender material (appendix 2) it is stated that the bidding price is to be stated in “DKK to max. 2 decimal places” per kWh. In the Danish tender material it is stated that the price must be stated as a an amount in Danish “øre” per kWh with maximum 1 decimal. This entails that it may not be possible to state the same price in the English and Danish material. Please confirm that either (a) the price in the English tender material must be stated in “DKK to max 3 decimal places” per kWh or (b) that the price in the English tender material must be stated in Danish “øre” (per kWh) with maximum 1 decimal.

A: The Danish tender material is correct in stating that the bidding price must be stated in øre per kWh with maximum 1 decimal.

The English tender material will be amended accordingly.

Please confirm that a tender for 350 MW can be made by submitting one offer, i.e. that it is not required to submit two offers of e.g. 200 MW at one site and 150 MW at another site.

A: It is possible to submit conditional tenders for the establishment of up to 350 MW in two different areas on the condition that the tenderer is awarded a concession for the total offered development. In the event of a conditional tender, the individual farm can be priced differently, see explanatory text in Appendix 2 of the provisional tender material.

If the 350 MW are offered as several independent offers, i.e. unconditional, each independent offer must be submitted as a separate appendix, see also explanatory text in Appendix 2 of the provisional tender material.

If a tender to construct 350 MW at a given price in area X and Y is handed in as a first indicative offer, will it be possible for the tenderer to split up the offer when the final offer is made, i.e. to submit a final offer to construct 200 MW in area X at a given price and to construct the remaining capacity in area Y at (another) given price? Or is it required that the first indicative offer is specified in terms of project site, MW and price in order to entitle the tenderer to specify the final offer in this way?

A: The first indicative offer is not binding and may be changed. It is an advantage for the negotiation process that the bid is as specific as possible. It is possible to change the content of the offer before the final offer.

If the tenderer has not made a final decision regarding the type of foundation and turbine when submitting the indicative offer, may the tenderer then submit one indicative offer describing the different types of foundations and turbines which are considered, or must the tenderer submit several indicative offers based on the various combinations of considered types of foundations and turbines? Furthermore, does the tenderer risk being precluded from some of the suggested technologies/combinations in relation to the final bid in the two situations described?

A: The first indicative offer is not binding. It is an advantage for the negotiation process that the bid includes a best guess related to the available technology, but it is possible to change the content of the offer before the final offer.

It is stated in the Tender specifications that by 1 January 2019, the Concessionaire shall commence the construction work regarding construction of the offshore wind farm and that if the construction work is not commenced by 1 January 2019, a retention penalty shall become immediately payable upon demand.

Furthermore, It is also mentioned in the Tender specifications :

“The timetable must describe how the concessionaire will organise work in order to ensure connection to the collective grid of the entire offshore wind farm by 1 January 2020”

And furthermore

“If less than 95% of the capacity of the wind farm is connected to the grid on 1 January 2021, the production eligible for price supplement will be reduced by 0.1 TWh”

Why this difference? Wouldn't it make more sense to have one deadline for connecting the entire wind farm to the grid ?

A: It follows from the Danish political Energy Agreement from 2012, that the nearshore wind farms shall be established before 1 January 2020. By “established” is meant that the entire offshore wind farm is connected to the grid. The

deadline of 1. January 2019 is set in order to ensure that the Concessionaire starts the construction work in due time to meet the deadline. The aim of the retention penalty is to avoid delays in the establishment of the wind farm.

It is correct, that the production eligible for price supplement will be reduced from 1 January 2021. Thus, in case of a minor delay in relation to the 2020 deadline, the concessionaire is not monetarily penalized for the first year, as the deadlines are very tight. It is, however, not possible to change the deadline for establishment of the wind farm to 1 January 2021, as this would be in conflict with the Danish Energy Agreement from 201

(24.09.2015):

The tender material does not entail information in relation to the extent, by which the total installed capacity realized of a project may vary (downwards or upwards), compared to the total capacity awarded. For example, if a project is awarded with a total installed capacity of 175 MW; to what extent may the total installed capacity realized vary from the awarded capacity of 175 MW?

The Danish Energy Agency is kindly asked to confirm that a concessionaire who is awarded one or more projects is entitled to vary (downwards and upwards) the total installed capacity realized of the project, as compared to the capacity awarded to the project.

A: The concessionaire is entitled to reduce or increase the number of MW agreed in the concession agreement by up to 5 MW. However, the upper limit of installed MW for each site is absolute at 200 MW (and 50 MW for the Bornholm site). The price and the installed capacity stated in the winning tender will provide the basis for the calculation of the total subsidy (winning price x number of MW x 50.000 FLH), and will not be altered when the final number of installed MW is fixed.

The exact number of MW must be fixed at the latest at the time of submission of the detailed project.

The final tender condition incl. the template for the concession agreement will be adapted to reflect this.

Question 1-8 (22.09.2015)

Q1:

In clause 8.1 of the draft Agreement (Appendix 1), the Danish Energy Agency draws attention to Articles 62 and 63 of the public procurement directive (Directive 2004/18/EC). At the time when one or more future concessionaires have been appointed and the concession agreements have been concluded, Directive 2004/18/EC and thereby also the provisions in Articles 62 and 63 have been repealed. The new concession directive and the new public procurement directive do not seem to contain provisions which correspond to the present Articles 62-64 of Directive 2004/18/EC. A future concessionaire will thus not be obligated to apply the rules on publication in connection with the award of public works contracts which exceed the thresholds. In the light of this, the Danish Energy Agency is kindly asked to confirm that the Agency agrees that clause 8.1 of the draft Agreement may be deleted.

A: It is correct that the public procurement Directive 2004/18/EC is repealed with effect from 18 April 2016, at the same time as the concession Directive 2014/23/EU must be transposed into national law. When awarding future works

contracts the concessionaire shall apply the laws and regulations that are applicable at the time of such contract award. The DEA will amend clause 8.1 of the draft Agreement accordingly.

Q2:

The Danish Energy Agency is kindly asked to confirm that the provisional tender is to be submitted in only one physical/paper copy, cf. section 16 of the tender specifications.

A: The tenderers are asked to submit the first indicative tender in 1 original hardcopy, 3 copies and 1 electronic copy on CD-ROM/USB, cf. invitation letter sent by the Danish Energy Agency to the applicants on 8 June 2015.

Q3:

The Danish Energy Agency is kindly asked to confirm that the submission of the tender on a USB device together with a paper version of the tender will be sufficient to satisfy the requirement for "electronic format", cf. section 16 of the tender specifications.

A: The Danish Energy Agency confirm that a USB device fulfils the requirement for "electronic format", cf. section 16 of the tender specifications. See also answer above.

Q4:

The template of the provisional tender (Appendix 2) does not in the same way as the template of the final tender (Appendix 4) take into account the situation where the tender is submitted by a company which has not yet been established. The Danish Energy Agency is kindly asked to confirm that the provisional tender may also be signed by the future founding companies in the same way as in the template of the final tender, adding the same introductory text to those signatures as set out in the template for the final tender.

A: The Danish Energy Agency can confirm that the provisional tender should be signed by the future founding companies in the same way as in the template of the final tender, adding the same introductory text to those signatures as set out in the template for the final tender. The Danish Energy Agency will publish an updated Appendix 2 shortly.

Q5:

The Danish Energy Agency is kindly asked to specify how tenders are to be prepared if several, independent, mutually excluding tenders are submitted on different areas and wind farm sizes. Are the individual tenders to be submitted in separate envelopes, or is it sufficient to submit one envelope with the aggregate requested documentation? If only one envelope is to be submitted, the Danish Energy Agency is kindly asked to specify which parts of the requested documentation are to be submitted in only one copy, and in which cases several copies are to be submitted corresponding to the number of tenders submitted.

A: Individual tenders can be submitted in the same envelopes.

As stated in clause 7 in the Draft tender material the following must be enclosed with each first indicative offer:

- First indicative offer letter (see draft in Appendix 2) which states a tender price, farm size and information about which of the six areas the tenderer expects to use for the project, as well as information about type of turbine and foundation and about cable corridor/connection point and voltage.
- A declaration concerning unpaid debt due to public bodies (solemn declaration), cf clause 8 of the Draft tender material.
- Input for the negotiations as described in clause 10.2 of the Draft tender material.
- A declaration of intent from a financial institution, an insurance company or similar concerning a demand guarantee as guarantee for a retention penalty (cf. Appendix 3 of the Draft tender material).

Q6:

According to section 3.5 of the tender specifications and clause 1.2.1 of the draft Agreement, it is a requirement that a demand guarantee of DKK 100 million is provided for each concession awarded.

Will the Danish Energy Agency accept that a future concessionaire, instead of providing one demand guarantee of DKK 100 million, provides two demand guarantees of DKK 50 million each?

If so, will the Danish Energy Agency also confirm that two separate declarations of intent (Appendix 3) may be forwarded, each covering a demand guarantee of DKK 50 million, in connection with the submission of the provisional tender?

This question is posed, as the tender is expected to be submitted by a company yet to be established by two independent companies.

A: If the concession agreement is awarded to a tenderer that consist of more than one economic operator or if the concession is awarded to a tenderer that is a special purpose vehicle (SPV), the Danish Energy Agency will accept that the members of the consortium or the founding companies/future owners of the SPV submit up to three (3) separate guarantees for the total amount of DKK 100 million.

The Danish Energy Agency can also confirm that up to three (3) separate declarations of intent concerning a demand guarantee (Appendix 3 of the preliminary tender specifications) for the total amount of DKK 100 million can be submitted in connection with the indicative tender.

Q7:

Section 8 of the tender specifications states that the tenderer must submit a solemn declaration stating whether the tenderer has unpaid debt to public authorities exceeding DKK 100,000. It is also stated that in the event that a tender is submitted by a consortium, all the participants in the consortium must provide such a declaration.

In a situation where the tenderer is a not yet established company (“SPV”) relying on other economic operators financial and economic capacities, we would assume the solemn declaration should be submitted by the founding companies. Please confirm whether this is correct. In addition, please inform whether solemn declarations must also be submitted by the economic operators on whose economic and financial ability the tenderer relies (provided these economic operators are not identical with the founding companies).

A: The DEA can confirm that, if the tenderer is a not yet established company (SPV) relying on other economic operators financial and economic capacities, the solemn declaration should be submitted by the founding companies of the SPV.

If the future SPV will rely on the financial capacity of other economic operators, the tenderer shall also submit solemn declarations for these other economic operators.

Q8:

In the template for best and final offer (appendix 4) it is clearly stated that in the event that the tenderer is a company that has not yet been established, the founding companies must co-sign the offer. Similar wording is not included in the template for first indicative offer (appendix 2).

Please inform whether it is required that the founding companies co-sign the first indicative offer when the tenderer is a company that has not yet been established. Furthermore, please confirm it is not required that also the economic operators on whose financial and economic capacities the SPV relies on sign the first indicative offer.

A: It is a mistake that the same wording is not included in the template for a first indicative offer. The founding companies are also asked to co-sign the indicative offer. The Danish Energy Agency will publish an updated Appendix 2 shortly.

The DEA can confirm that the economic operators on whose financial and economic capacities the SPV relies do not have to co-sign the indicative offer.

Q (14.08.2015): Appendix 3 states the following:

“In connection with the tenderer [Insert name of tenderer] submitting its first indicative offer pursuant to Contract Notice no. 2015/S 039-065965 of 25 February 2015 concerning establishment of [350] MW offshore wind capacity in nearshore areas, [Insert name of financial institution, insurance company or similar] declares that [Insert name of tenderer] is our client and currently has the financial capacity to issue a demand guarantee of DKK 100 million”.

If we submit conditional tenders for all six sites for the establishment of 350 MW, is it enough to submit one declaration of intent of DKK 100 million? Or do we need to submit six declarations of intent of DKK 100 million each (one for each area)?

A: A tenderer can submit more than 1 tender, hereunder conditional tenders.

For each concession awarded a tenderer must provide a guarantee of 100 mio. DKK (guarantee for a retention penalty, see chapter 3.5), see page 9 in the preliminary tender specifications.

If the tenderer submits conditional tenders for all six areas for the establishment of 350 MW, a declaration of intent concerning a demand guarantee of DKK 100 million (Appendix 3) should be provided for each area, thus 6 declarations.

Each declaration of intent should specify which area and first indicative tender(s) it relates to.

However, if it proves very burdensome to provide a declaration of intent for each area covered by an indicative tender, please submit an additional question on this matter and the DEA will consider possible alternatives.

Q (21.05.2015): The Parties are independent companies which, prior to the publication of the tender, have entered into a consortium agreement with a view to jointly applying for prequalification and potentially subsequently submitting a bid through one or more public limited companies ("SPV's").

A company has not been established as part of the formation of the consortium as this will depend on whether the consortium applies for and is awarded one or more areas on the basis of the tender. On behalf of the consortium, the Parties will thus apply for prequalification as an SPV, which has not yet been established, cf. the option described in the Pre-Qualification Questionnaire, page 5.

If the Parties are prequalified, they wish to be able to submit bids in such a way that they may potentially establish several independent SPV's to handle the concessions in the areas, if any, awarded to them. The ownership structure in the individual SPV's would be the same and be consistent with the ownership that will be described in detail in the application for prequalification.

I kindly ask the Energy Agency to confirm that the procedure described above will be permitted by the Agency in connection with the submission of bids. The Energy Agency is also kindly asked to confirm that it is sufficient in connection with the prequalification to submit one application for prequalification of one SPV to be established even if the reality may be that the consortium may later establish several SPV's to submit bids.

If the Energy Agency does not permit the described procedure, please state how the Parties may alternatively ensure the option to submit bids by several SPV's owned by the same legal entities in connection with the tendering procedure.

A: As stated in section 3.8 of the preliminary tender specifications published on the ENS website on 4 May 2015 pursuant to section 13(5) of the RE Act, wind turbines covered by the option-to-purchase scheme must be operated by an independent legal entity. The Danish Energy Agency therefore considers it possible for the successful tenderer to transfer a concession agreement it has been awarded to a newly established company after the completion of the tendering procedure, to the extent that such transfer is motivated solely by the need to comply with the option-to-purchase scheme under the RE Act. In the event of a transfer, the successful tenderer will assume joint and several liability with the newly established company.

An applicant may therefore submit only one application for prequalification and subsequently establish SPV's to the extent that the applicant is awarded one or more concessions.

Q (07.05.2015): Preliminary tendering document

As the preliminary tendering documents are only published in Danish, when will the document be available in English?

A: The tender material is currently being translated and will be published as soon as possible.

Q (21.04.2015): We would like DEA to clarify the situation described in Clause II.3) Short Description of the Contract whereby there are not enough tenders for the establishment of the 350 MW. The Contract Notice foresees that an average price of more than DKK 0.70 per kWh may be accepted.

Shall the final average price be agreed upon by the Parliament? What would be the timeframe for such an amendment? What would be the consequence the overall timing?

A: These questions will be answered with the publication of the tender documents

Q: If the bids meet the requirement to be on average DKK 0.70 pr kWh for 50,000 full load hours, must the politicians accept the bids?

A: The political agreement sets the framework for the political willingness to pay and sends a signal to the market that if the price is below the target, it should be accepted politically.

Q: What procedure will be followed in finding the best tenders to add up to 350 MW in the multisite tender round?

A: This will be published with the prequalification criteria.

Q: Will the concessionaire be protected from additional wind farms being placed in the near vicinity?

A: Yes. An offshore buffer zone of 4 km in either direction from the wind farm will be established. This means that no other offshore wind farms will be permitted in the buffer zone without the acceptance of the concessionaire.

This, however, would not apply to the Smålandsfarvandet offshore wind farm in a westerly direction if the applied Omø Syd offshore wind farm will be established. The permit for preliminary investigations to Omø Syd offshore wind farm can be found on [this website](#).

Q: Will it be published who the prequalified companies are?

A: Yes

Q: Will the content of the bids be published?

A: No. Only the winning bid will be published.

Q: Why is the penalty calculated per MW?

A: The size of the compliance penalty is expected to be related to the size of the project, so that a small penalty will apply to a small project and a larger penalty to a larger project. The detailed requirements will be published with the tender material.

Q: Is the penalty applicable in case of force majeure or risks not caused by the bidder?

A: No. The Concessionaire should be entitled to extension of the time-limits set out in the concession agreement in the event of delay caused by circumstances which are not the fault of the concessionaire or which are beyond the concessionaire's control.

Q: What post-award milestones will be used and how flexible are these?

A: The milestones will include as a minimum a description of the detailed project and the implementation plan incl. plans for the different stages of development and finalisation of the wind farm. Further details will be published with the tender material. The final set of milestones will set in cooperation with the concessionaire.

Q: In which cases will a delay in the grid connection - which leads to a delay in the commissioning of the wind farm, but, which is of no fault of the concessionaire - lead to a release of the delay of completion penalty?

A: The detailed requirements will be published with the tender material.

Prequalification

Q (23.08.2016): Pursuant to section III.1.3 N of the Contract Notice, it is a requirement that the tenderer, not later than at the time of signature of the concession agreement, submit to the Danish Energy Agency written and non-terminable contracts with the entity relied on by the tenderer in the prequalification stage for compliance with the technical minimum requirements.

If a tenderer has relied on the technical capacity of more than one entity in fulfilling the technical requirements for prequalification, but the requirements for prequalification can be met by one of these entities alone, is it then sufficient to submit a written and non-terminable contract with only this entity, provided said entity meets the technical requirements for prequalification?

A: No, the successful tenderer shall submit signed and non-terminable contracts with all undertakings relied on by the tenderer in the prequalification stage for compliance with the technical minimum requirements. It is a precondition for the DEA's signing of the Concession Agreement, that the contract(s) are submitted, cf. section 11 of the tender specifications.

Q (21.05.2015): How do you define and calculate the solvency of a pension fund participant in a consortium, that by its structure is owned by its policyholders? Would it be calculated as shareholder equity plus policyholders liabilities including unallocated surplus, divided by total assets?

A: Regardless of its ownership, a pension fund must determine its solvency in the form of its capital base. The capital base must be determined in accordance with the relevant regulations applicable at any time, presently in accordance with the Danish Executive Order No 1112 of 9 October 2014 – the Executive Order on the calculation of the capital base on insurance companies and insurance holding companies and on the calculation of the capital adequacy of certain investment companies.

Q (20.05.2015): We are several companies that aim to establish an SPV and who will submit an application for prequalification. The SPV is not established at the time of the prequalification. It is therefore the companies that apply for prequalification on behalf of the future SPV. In this situation, is it form 1 or form 3 that should be used?

A: Where the entity applying for prequalification is a not yet established company (SPV), form 1 shall only be used where the future SPV takes the form of a joint venture/consortium. If the future SPV will not be a joint venture/consortium but relies on the financial and technical capacities of one or more of the future founding companies, form 3 + 4 should be used.

Q (19.05.2015): If prequalified, is there any bond if a company chooses not to submit a tender?

A: No, there is no such bond or any other financial penalty.

Q (08.05.2015): According to the contract notice the applicant is asked to provide documentation with regards to project development experience. As the DEA is providing the entire EIA and as such is acting as project developer, what kind of project development expertise is it the DEA is valuing?

Additionally, we would kindly ask you to elaborate on which concrete expertise you underlying imply for having the expertise of project development, i.e. planning and execution of Environmental Impact Assessment process and report, micrositing, planning and execution of “Local citizens’ option to purchase wind turbine shares” or rather the commercial project planning and execution of offshore wind projects of this type and kind?

A) The applicant must rightly document experience within the areas of project development and management of construction of offshore wind farms. Documentation for references with onshore wind farms does not fulfil the documentation requirements. The applicant shall document the applicant’s contribution to an offshore project within the following key areas: Project planning and management, management of construction and risks, and procurement/contract negotiation. The commercial project planning and execution of an offshore wind project is relevant in this regard.

Q (07.05.2015): Questions to the PQQ:

1) Referring to section I A.1, A.2 and A.3 of PQQ document, in the case where the applicant is a consortium which is not legally formed/established and this future consortium will only start establishment after prequalification procedure, is following interpretation of the PQQ document section A1 to A3 correct?

- A1 point 1 to 8: will be completed by all future members but not by future consortium as this seems difficult to us at this stage to already bring you the name, tax number etc of the Applicant although the members have a join and clear interest in the PQQ.

A: This is correct, the situation in A3 applies.

- A2 will be completed by leading founding member or temporary appointed representative

A: The DEA does not require that consortium applicants take a specific legal form. A consortium may therefore merely be based on a cooperation agreement between the participating companies. Regardless of whether the consortium is established in the form of a separate legal entity or merely based on an agreement between the members, the applicant consortium members must at the time of applying for prequalification designate a common representative with sufficient power of attorney to act with binding effect on behalf of all the members of the consortium.

- A3 : in our case we check the “Yes” box

A: Correct.

- A3 point 1 : see above A1 point 1 to 8

A: See answer to A1 point 1-8 above.

- A3 point 2: which level of detail does the DEA expect in the case that the consortium is not established?

A: As stated in A3 point 2, the information should include an explanation of the contemplated structure of the consortium, the role of each consortium/joint venture member, their future shareholdings and how relationships will operate.

- A3 point 3: we cannot provide consortium info (Name) at this moment, so we check the box “No”.

A: The DEA does not require that consortium applicants take a specific legal form. A consortium may therefore merely be based on a cooperation agreement between the participating companies. An applicant consortium, whether established in the form of a separate legal entity or not at the time of applying for prequalification, should therefore submit a consortium declaration with the application for prequalification, cf. the PQQ Form no. 1. Please note that replacing or complementing the participants in a prequalified consortium are generally not allowed and in any event can only take place after prior written permission from the DEA.

2) Referring to section I B4:

If the applicant (future consortium) is depending on an economical operator, can this operator be the parent company of one of the founding companies (2 levels above future consortium) or the parent company of the parent company of one of the founding companies (3 levels above future consortium)

A: An applicant can rely on the capacity of another economic operator regardless of the legal relationship between the parties. If the applicant relies on the capacity of another economic operator the applicant must show documentation to prove that the applicant has at its disposal the necessary resources, for instance by providing a declaration of support from the other economic operator.

3) What is the time which is foreseen to select the applicants after submitting the PQQ documents?

A: As soon as the deadline for application for prequalification, 26 May 2015, at 14.00 is passed, the DEA will make an evaluation of the submitted applications for prequalification. It is not possible to foresee when the selection of the prequalified applicants will be ready. It depends on the complexity of the evaluation process.

Q (04.05.2015): The question relates to the situation, where the legal partners in a consortium applying for prequalification are subsidiaries to the parent companies. Both subsidiaries are economically supported by the parent company as none of the two meet the requirement on revenue or equity ratio. Furthermore, the parent company has been rated financially.

Is it sufficient if only the financial capacity of the parent company is submitted under B1 and B2? Or shall the financial capacity of the subsidiaries be submitted under B1 and B2 and the financial capacity of the parent company under B4?

It is preferable from our point of view to present the financial situation of the parent company as it gives the most accurate picture. In addition, the financial figures of the subsidiaries are already incorporated into the parent company's finances.

A: According to the Pre-Qualification Questionnaire, each member of the consortium must submit the documentation as set out in B1-B3 (in the described case the applicant is a consortium consisting of two economic operators). The documentation requirements in regard to B1-B3 thus apply to the two subsidiaries.

In addition, the use of point B4 applies, as the applicant relies financially on a parent company. The documentation described in point B4 shall therefore also be submitted with the application. According to B4 the applicant shall submit documentation and information in regard to the parent company as described in B1-B3 (documentation on annual overall turnover, annual reports, equity ratio or long term rating). The applicant shall document that the applicant can rely on capacity of the parent company (form no. 3 can be used for this purpose – Declaration of Support).

It should be noted that according to VI.2), 6(II) of the Contract Notice, if the applicant relies on the financial capacity of other economic operators (here a parent company) in order to meet the financial minimum requirements the combined sum of annual overall turnover of all the economic operators must pass the threshold for overall turnover (in average over the last 3 years) and each economic operator must either pass the threshold for equity ratio (total equity/total assets) or credit rating to meet the financial minimum requirements.

Q2: Is it enough to submit documentation for financial and technical capacity on parent company level (where it is presumed that the financial and technical capacity is delivered through either a parent company and/or one or more subsidiaries), or must each company in the consortium that contribute, for instance with technical capacity, be listed?

A2. With regards to minimum technical requirements, the applicant shall fulfil the requirements set in Section VI.2), 7 of the Contract Notice. If the applicant consists of more than 1 economic operator and/or the applicant relies on the technical capacity of other economic operators (for example a parent company or other subsidiaries not part of the consortium) the sum of all references for the economic operators shall meet the minimum requirements.

So in this case, the technical and/or financial capacity cannot only be documented on an overall group level. It must be documented for each relevant company, i.e. the applicant or a participant of an applicant-consortium or a company upon whose capacities the applicant relies.

Q (27.04.2015): Is it a requirement that the prequalified consortium partners and the owners of the SPV are identical?

A: Replacing or complementing the participants in a prequalified consortium are generally not allowed and in any event can only take place after prior written permission from the DEA.

Q (27.04.2015): How would you define and calculate your turn-over requirement in case a pension fund participates in a consortia? Will the DEA accept if a pension fund nominates the turn-over as “Bruttopræmier”?

A: The pension fund will have to nominate the turnover as the sum of gross premiums “bruttopræmier” and turnover from investment activities “investeringsaktivitet” (calculated as an average of the last 3 financial years). It follows from this that DEA will accept that a pension fund nominates the turnover as gross premiums in combination with turnover from investment activities.

In the case a pension fund is participating in a consortium, the turnover of the pension fund will be calculated the same way as if the pension fund is the applicant for prequalification, i.e. as the sum of gross premiums and turnover from investment activity calculated as an average of the last 3 financial years.

Q (21.04.2015): According to section III.1.1 [Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers], lit. B of the contract notice, more than one economic operator (e.g. a consortium, a joint venture) may jointly submit a request for pre-qualification. Does such a consortium / joint venture have to be legally formed at the moment of the request for pre-qualification? Or is it sufficient that, at the moment of the request for pre-qualification, the various economic operators have committed (e.g. by means of the signing of a Letter of Commitment) to legally form such a consortium / joint venture?

A: No, a consortium / joint venture does not have to be legally formed at the moment of the request for pre-qualification. The DEA does not require any special legal form where a consortium/joint venture applies for pre-qualification or submits an offer. The members of a consortium/joint venture will, however, be required to undertake joint and several liability upon signing of the concession contract.

Applicants should furthermore be aware of the obligation following from Act no 122 on the Promotion of Renewable Energy Act dated 6 February 2015 to offer 20% of the shares of a wind farm project to the local community, as this may require a successful tenderer to establish a separate legal entity for each site for which the tenderer is being awarded a concession contract.

Q (21.04.2015): How do you specifically define the ‘development and management’ experience in section III.1.3 “Technical capacity of the contract notice”? Could you please elaborate on what experience(s) would satisfy the minimum requirements for technical capacity? And furthermore, could you please elaborate on how these experience(s) would be evaluated when selecting those invited to submit bids?

A: In order to be considered for pre-qualification the applicant must fulfil the following minimum requirements, see Section VI.2) No. 7 of the Contract Notice:

The applicant must have at least 1 reference within project development and management of construction regarding an offshore wind farm of:

- a minimum of 30 MW installed capacity,
- commissioned in the past 5 years
- and the construction must be completed

According to the Contract Notice, the applicant is asked to provide the documentation with regard to project development and management of construction set out in Section III.1.3) K. a-i. According to point g, the applicant shall provide information about the applicant’s contribution to the project within the following key areas: Project planning and management, management of construction and risks, and procurement/contract negotiation. If more than 10 applicants meet the minimum requirements, the number of applicants will be reduced on the basis of the applicants who have the most relevant references regarding project development and management of construction of offshore wind farms in relation to the assignment put up for tender, see Section VI.2. No. 8 and the Pre-Qualification Questionnaire (PQQ) Section III, No. 9. In this selection the DEA will, enter alias, put weight on whether the construction of the offshore wind farm is completed and whether the applicant has been the main responsible actor for project development and construction.

Q (21.04.2015): Is it correctly understood that e.g. a sub-contractor with technical or economic capacity on which the applicant relies will have to sign a joint and several liability statement when the contract is signed (Declaration of support, form no.3 and 4) even though the sub-contractor is not a part of the consortium, which apply for pre-qualification?

See e.g. contract notice III.1.2, J), on the one hand but on the other hand the answer to question of 12 March 2015 published on DEA's webpage which reads:

"Q (12.03.2015): If the answer to the above question is "yes" – should the undertaking (which holds the technical experience with a 30 MW offshore project) undertake joint and several liability?"

A: Not relevant. The answer to the above question is no. Furthermore, undertakings not part of a consortium upon whose experience or capacities the applicant relies in order to comply with the required technical capacity are not required to undertake joint and several liability with the applicant."

A: According to the Contract Notice, undertakings not part of a consortium upon whose experience or capacities the applicant relies in order to comply with the required technical capacity are not required to undertake joint and several liability with the applicant. However, undertakings not part of a consortium upon whose experience or capacities the applicant relies in order to comply with the financial capacity are required to undertake joint and several liability with the applicant when the contract is signed (but not for the pre-qualification), see Section III.1.2.J of the Contract Notice.

Q (12.03.2015): Must the undertaking, which holds the technical experience with a 30 MW offshore project, be part of the consortium? (provided that the applicant is a consortium)

A: According to the Contract Notice, Section III.1.3, N, the undertaking holding the mentioned technical capacity does not have to be part of the consortium, as the applicant is entitled to rely on the experience or capacities of other independent undertakings (legal entities) in order to comply with the required technical capacity. In this case, however, the applicant must, prove that it has at its disposal the necessary resources, for instance by providing a declaration of support from the undertaking in question. Form no 4 to the Pre-Qualification Questionnaire, can be used for this purpose, see further Section 1.4.C2 in the Pre-Qualification Questionnaire. It should also be noted, that the applicant - if awarded the concession agreement – must sign an irrevocable agreement concerning the development and construction with the undertaking in question, which is to be submitted to the DEA before signing of the concession agreement.

Q (12.03.2015): If the answer to the above question is "yes" – should the undertaking (which holds the technical experience with a 30 MW offshore project) undertake joint and several liability?

A: Not relevant. The answer to the above question is no. Furthermore, undertakings not part of a consortium upon whose experience or capacities the applicant relies in order to comply with the required technical capacity are not required to undertake joint and several liability with the applicant.

Q (12.03.2015): Can the company (which holds the technical experience with a 30 MW offshore project) be a consulting engineer on the project instead of part of the consortium and thereby fulfilling the prequalification criteria?

A: DEA understands the question as whether an applicant can rely on the technical capacity of an external consulting engineer (technical capacity with a 30 MW offshore project) in order to fulfil the prequalification criteria in regard to technical capacity, as set out in the Contract Notice, Section IV. 7., see also III.1.3, N. Please refer to the answer to question "Must the undertaking, which holds the technical experience with a 30 MW offshore project, be part of the consortium? (provided that the applicant is a consortium)" above.

Q (09.12.2014) - Prequalification: According to the second paragraph of page 5 [of the summary of the technical dialogue] "In general, it is not possible to consider local ownership in the award of projects in EU tendering procedures ... because it does not place all actors on a level playing field and it is considered discriminatory and anti-competitive."

If the political desire is to encourage local ownership (through the Option to purchase scheme), why is local ownership not assigned a specific weight per kWh allocated citizens who invests?

To which legislation would this be anti-competitive, as this would then be a parameter that is clearly described, disclosed for all and equal for all bidders?

A: A clarification of the DEA's response is requested to the appeal from certain potential bidders to give weight to local ownership in the award of the concession (see p. 5 of the Summary of technical dialogue).

To give weight to local participation in the award of the concession is evaluated to be in breach of the public procurement directive as local ownership is generally contrary to the principle of providing a level playing field for all potential bidders. The principle of a level playing field means that all tenderers must have the same opportunities and are treated equally in the bidding process. Tenderers with local origins would get preference if local participation is given weight in the award criterion.

Q (20.11.2014) - Prequalification: What does the Danish Energy Agency think of a consortium consisting of individual private electricity consumers and companies?

A: With regards to public procurement, a consortium involves cooperation between two or more companies based on a legal binding agreement with the intention to tender for a contract. The companies in the consortium are directly obligated to the contracting entity in term of meeting the requirements of the tender, including financial guarantees etc.

The prequalification criterias in the nearshore tender will include requirements related to the turnover and solidity of the members of the consortium. Therefore, a bidding consortium can not include individual private electricity consumers. However, private electricity consumers who meet the requirements of the Option-to-purchase scheme will have the opportunity later to become co-owners of offshore wind farm.

For more information about consortia in relation to tenders, see the Danish Competition and Consumer Authority's new guide "Guide to consortia - For small and medium sized companies" (in Danish only):<http://www.kfst.dk/~media/KFST/Publikationer/Dansk/2014/20140617%20Vejledning%20i%20konsortiedannelse.pdf>

Q: How many will be prequalified?

A: No more than 10 applicants including consortiums.

Q: The requirement on; "operation of commercial offshore wind farms" should be detailed further. Does it include only monitoring or also servicing?

A: This question will be answered with the published of the prequalification requirements.

Q: How will it be possible to include technical capacity of a third party?

A: This question will be answered with the published of the prequalification requirements.

Q: Can a prequalified company take on a partner before the final bid without that partner having previously prequalified?

A: Changes to the composition of prequalified company before the final bid can only take place with the prior written consent of the Danish Energy Agency. When deciding whether to allow a required change, the DEA will assess the general nature and extent of the change and have particular attention on whether the applicant would have been prequalified with the changed composition (group of owners).

Option to Purchase scheme, Loss of Value scheme and the extra incentive for local ownership

Q (23.08.2016): If the shares offered according to the option to purchase scheme are shares in a P/S or K/S, is it then required that a similar amount of shares are offered in the general partner of the K/S or the P/S?

A: According to section 13(5) of the Danish Renewable Energy Act (the RE Act), the offshore wind farms must be operated by an independent legal entity, whose only activity is to build and operate the wind farms, and the shares offered for sale under the option-to-purchase scheme must be the shares of that company. In respect of offshore wind farms, it furthermore follows from section 13(5) of the RE Act that there must be no personal liability in the shares sold in offshore wind turbines. As the provisions against personal liability are linked to the shares offered for sale, the option-to-purchase scheme provides the opportunity of using a limited partnership (LP – in Danish “K/S”) or a limited liability partnership (LLP – in Danish “P/S”) as the Concessionaire, as only the general partner of a K/S and P/S has unlimited liability.

Furthermore, in case of the Concessionaire being a P/S or K/S, the legal entity building and operating the wind farms will be the P/S or K/S and not the general partner of the K/S or P/S. It will therefore not be required that a similar amount of shares are offered in the general partner.

The requirement for the wind farm to be owned and operated by an independent legal entity whose only activity is to build and operate the wind farm is set to ensure that the option-to-purchase scheme owners are given influence, dividend and risk corresponding to their investment. If the concessionaire was allowed to undertake other activities in the same legal entity owning and operating the wind farms, revenues and losses caused by such other activities may influence the individual local investors under the option-to-purchase scheme; furthermore, the influence by local citizens may become very small. The concessionaire must thus ensure that the constellation and organisation of the legal entity fulfils the requirements of the option-to-purchase scheme set out in the RE Act.

More information about the requirements of the option-to-purchase scheme can be found on the homepage of Energinet.dk, [here](#).

Q (04.05.2015): To avoid any doubts, I have a question regarding the Contract Notice dated 25/02/2015 section III 1.1 D. The last sentence states: “If the concession is awarded to an applicant that is a special purpose vehicle (“SPV”) the owners are required to undertake joint and several liability.”

Will private citizens who buy shares in the SPV which builds the wind farm be acquired to undertake joint and several liability as well? It will be discouraging to many private citizens if they will be liable for more than their own contribution.

A: If a private citizen buys shares in a wind farm project through the option to purchase scheme, ownership shares offered for sale may not be associated with personal liability, cf. section 13, (5) in the Promotion of Renewable Energy Act. However, this does not prevent the other partners in the consortium or the SPV to undertake joint and several liability.

Q: Option to purchase

24.04.2015: According to section VI.2 [Additional information], sub 13, local support for the nearshore wind farms has to be realized. Such local support, can it only be realized by means of an offer for sale of (at least 20 pct) of the ownership shares? Or can such an offer for sale of ownership share be interchanged by a participation of the local citizens through a subordinated loan?

A: The concession owner is obliged to offer for sale at least 20 per cent of the ownerships shares, cf. the Option-to-Purchase scheme. Section 17 (1) in the Promotion of Renewable Energy Act specifically states that ownership shares sold through the offer for sale may not be ranked lower than other shares in the enterprise. A share in a subordinated loan will not be an ownership share on equal terms as the rest of the shares in the project.

However, the concession owner is free to invite local citizens to participate in the project in other ways, besides the offer for sale of 20 per cent ownership shares.

Q: Option to Purchase

19.12.2014: In case the offer for sale of ownership shares cf. “Local citizens’ option to purchase wind turbine shares” is being postponed to after grid connection of last wind turbine, how will the DEA ensure that the original cost prices will serve as the basis of the offer price, and not an artificial price set by the owner consortium?

A: The regulations on the ownership shares offered for sale follow the provisions in the Promotion of Renewable Energy Act *subsection (13-17)*.

Section 14, subsection (4), 1st clause, states that the proceeds of the sale must cover a proportional share of the erector’s project costs, so that the erector and the buyer pay the same amount per share.

The sales material must be accompanied by an audit report from a state-authorized public accountant. Among other things, the report must declare that the price of the ownership shares offered for sale has been determined in accordance with section 14(4).

However, it is possible for the Danish Minister for Climate, Energy and Building to lay down regulations on the offering procedure, cf. section 14 (6 & 7):

Subsection (6) enables the Danish Minister for Climate, Energy and Building to lay down regulations on another offering procedure than that stated in subsection (4), 3rd clause.

Subsection (7) states that the Danish Minister for Climate, Energy and Building may stipulate rules concerning requirements for the sales material, including for calculation and documentation of costs and revenues and for submission of a declaration on the correctness of the sales material.

Q: Option to Purchase

02.12.2014: Could the DEA please clarify what “special circumstances” means in section 17 (2): “The enterprise which owns one or more wind turbines in which shares have been sold through the offer for sale, cf. section 13, may only transfer the wind turbines after prior approval from the Minister for Climate, Energy and Building. Such an approval shall only be permitted under special circumstances.”

A: It is to be underlined, that the approval only applies to the transferral of the turbines and that it therefore does not regulate the transferral of shares in the turbines. The provision therefore requires no consent for the sale of shares in the wind turbines or the enterprise which owns the wind turbines.

The special explanatory notes explain it this way:

The proposed subsection 2 is new and has been inserted with a view to protecting buyers under the option-to-purchase scheme against circumvention. The text therefore states that an enterprise which owns one or more wind turbines in which shares have been sold through the offer for sale, may not transfer the wind turbines without prior approval from the Minister for Climate, Energy and Building.

Pursuant to the proposed section 13(5), which is a continuation of section 13(3), the wind turbines must be operated by an independent legal entity. The buyers under the option-to-purchase scheme thus buy shares in the enterprise which owns the wind turbine(s). Since there is only an obligation to offer for sale at least 20 per cent of the ownership shares in the wind turbines, the buyers under the option-to-purchase scheme will not necessarily have controlling influence in the enterprise.

In such situations, the person with controlling influence may not let the enterprise sell the wind turbines so that the buyers under the option-to-purchase scheme end up only owning shares in an »empty« enterprise.

As a general rule, such »compulsory redemption« will be considered a circumvention of the Act, and may lead to loss of price supplement and other benefits, cf. section 54 and the explanatory notes on section 13 of Bill no. L 55 - Bill on the Promotion of Renewable Energy Act presented on 5 November 2008.

However, it is deemed appropriate to regulate this particular form of circumvention in the legislation through an approval scheme, since it cannot be ruled out that there are other circumstances in practice which play a role in connection with the transfer of wind turbines. However, it should be noted that an approval may only be granted under special circumstances.

It is stressed that the provision only regulates the transferral of the turbines proper and that it therefore does not regulate the transferral of shares in the turbines. The provision therefore requires no consent for the sale of shares in the wind turbines or the enterprise which owns the wind turbines. Furthermore, the provision only applies after the offer for sale has been carried out.

There is a penalty for omitting to obtain approval, cf. the proposed amendment to section 72, and omission may lead to the loss of price supplement and other benefits, cf. section 54(3), which proposes a withholding option for Energinet.dk in the event of absence of approval from the Minister for Climate, Energy and Building.

You can find the translation of the act and the special explanatory notes [here](#).

Q: Option to Purchase:

Please clarify timing and interfaces of the local participation scope e.g. starting dates, no of potential shareholders, possible rights.

A: The Option-to-Purchase scheme which concerns the scheme on local citizens' option to purchase wind turbine shares is regulated in sections 13-17 of the Consolidated Act no. 1330 of 25 November 2013 on the Promotion of Renewable Energy (hereinafter the Promotion of Renewable Energy Act) . These sections and the special explanatory notes (introduced by Act no. 641 of 12 June 2013 have been translated and can be found [here](#) or under "Relevant legislation", in a document containing also sections 6 to 12, which concern the scheme on Loss-of-Value.

Concerning the rights of the local shareholders, please see section 17: "Ownership shares sold through the offer for sale, cf. section 13, may not be ranked lower than other shares in the enterprise and may not be subject to compulsory redemption."

The special explanatory notes further states: "The provision thus entails e.g. that no share classes may be created which lead to the shares that were sold through the offer for sale ranking lower than other shares in the enterprise, including with regard to the right to dividends, the size of dividends, and voting rights."

Q: Option to Purchase:

What would happen in terms of an unexpected increase of costs during construction? Would the individual ownership be reduced or would the local owners be required to increase their investments?

A: The local shareholders are not required to increase their investments in case of unexpected increase of costs during construction. If an unexpected cost increase occurs after grid connection the concessionaire can choose to issue new shares, of which he can - but is not obliged to - choose to offer for sale for local shareholders at cost price.

Q: Option to Purchase:

Can the additional cost for the administration of the Option-to-Purchase scheme be borne entirely by the local owners or must they be borne by all investors?

A: According to section 14(4) of the Promotion of Renewable Energy Act the proceeds of the sale shall cover a proportional share of the project's costs, so that the concessionaire and the buyer pay the same amount per share.

It is further stated in the explanatory notes to section 14(4) that this ensures that the concessionaire's financial situation will not worsen due to the option-to-purchase scheme. Therefore, this does not entail that the concessionaire must transfer assets to the participants in the Option-to-Purchase scheme or similar. Purchasers pursuant to the Option-to-Purchase scheme must be positioned financially in the same way as the concessionaire.

Q: Option to Purchase:

Will the local shareholders be able to meet the criteria for getting the authorization to produce electricity?

A: The local shareholders do not have to be able to meet the criteria, because the concessionaire will be the legal entity granted the authorisation to produce electricity.

Q: Loss of Value:

Can one part in a household buy shares and the other apply for loss of property?

A: See section 6(1) of the Promotion of Renewable Energy Act: "... If the owner of the residential property has contributed to the loss, the amount to be paid may be reduced or not be payable at all."

According to the explanatory notes to section 6(1), contributing to the loss could for example cover situations, where the owner of the residential property has a more direct influence on the wind turbine project.

The explanatory notes furthermore states that the purchase of shares according to the Option-to-Purchase scheme will not be considered to contribute to the loss of value since the owner of the residential property is not able to prevent or have an influence on the establishment of the turbines by buying or not buying shares in the project.

The special explanatory notes to the Loss of Value are yet to be translated. They can be found in Danish [here](#).

Q: Loss of Value:

Could more detailed information be provided related to the risks of compensation and amounts that might be expected?

A: There is no prior experience concerning the possible losses of value due to near shore projects.

According to section 7(1) of the Promotion of Renewable Energy Act the valuation authority shall decide on the size of the loss of value on the basis of an individual assessment. The concessionaire and the owner of the residential property may, however, instead choose to enter into an agreement about the amount to be paid.

According to section 7(2), the valuation authority may order the erector to procure further necessary visualisations for use in the assessment pursuant to subsection.

The Danish Energy Agency will be publishing material on the experiences regarding the Loss of Value scheme onshore later this year.

Q: Loss of Value:

If a local utility company owned by local citizens has bought shares, would this deprive the local citizens from seeking payment from the Loss of Value scheme?

A: No. Since purchasing shares according to the Option to Purchase scheme will not be considered to contribute to loss of value since the owner of the residential property is not able to prevent or affect the erecting of the turbines, by buying or not buying shares in the project.

Q: Extra incentive for local ownership:

Is it possible to involve a local utility companies as shareholders (assumed their statutes allow such investments) to achieve the 30 % local ownership, since these utilizes are being owned by local residents? And is the 5 % limit imperatively applicable to these utilities?

A: Please see section 2, no 27 (new Section 37a), in Act no. 641 of 12 June 2013 [here](#)(only in Danish)

Yes, it is possible for a local utility to be part of the consortia, and it can count as a part of the 30 % local ownership which is necessary to get the extra subsidy of 0.01 DKK/kWh.

In order to count as part of the 30 % local ownership, it must be a local company as defined in section 37a (4), meaning that it must have a production unit located in a municipality with coastal land within 16 km of the site of wind turbine erection and at least one person employed in this production unit.

The 5 % limit is imperatively applicable. A local company is allowed to own more than 5 %, but in the requirement of 30 % local ownership, a local company can only count for 5 percentage points. The same goes for local companies and physical persons that are interlinked. Please see section 37a (3) for the definition of interlinked.

Please note that the incentive will only be part of the final tender material provided that the approval of the scheme from the European Commission will be obtained in due time.

If the scheme is approved, a translation of the sections and the special explanatory note will be provided.

Licenses and authorisation

Q (23.08.2016): So far we have based our area calculation and turbine position planning on the Q&A answer from 21.04.2015 which is about how the 44km² should be calculated. The DEA now - after the tender terms has been fixed - introduce a new way of calculating the allowed area.

A: The calculation method that was published on 2 August 2016 is not introducing a new way of calculating the allowed area. The calculation method is a further precision and elaboration of how the area will be calculated by the Danish Energy Agency. The method leads to a similar result as the answer to the question indicates only with a greater degree of detail. The method gives equal opportunity to calculate the area and certainty at an earlier stage for the tenderers. It thus presents an even playing field for all tenderers.

Q (11.08.2016):

Q1: App. 5: License for preliminary surveys

Are there limitations to the type of surveys that can be conducted under the preliminary survey license?

A: The concessionaire may carry out other types of preliminary surveys than the type carried out by Energinet.dk. However, if the Concessionaire intends to carry out preliminary surveys which are not within the framework of the aspects examined in the EIA report and the impact assessment, the Concessionaire must submit to the DEA a preliminary assessment of the possible impacts of these new preliminary surveys, cf. Annex 5, Section 3.1-3.3 of the final tender specifications.

Q2: App.5, clause 4.2: The authorities are entitled to be present at all surveys. All expenses incurred for travel and accommodation for these representatives must, if necessary, be borne by the Concessionaire

How many to representatives are expect to be present at surveys? Is it possible for the DEA to specify the requirements with regards to this?

A: As stated in the tender conditions relevant authorities are entitled to be present e.g. on board the vessel when preliminary surveys are carried out. It is not known to the DEA that this option has frequently been used by any authorities. However, should it be the case that an authority claims this right, the concessionaire will agree the specific terms directly with the authority in question.

Q (18.02.2016):

Do the adjustments to the decommissioning requirements lead to a change in what is expected of the concessionaire? Is the addition of the words "in full" an expression of a tightening of the demands? Is the formulation to be understood in a way that it will be a requirement that e.g. steel structures, which are rammed 30 meters into the seabed, must be completely removed.

A: The clarification of the requirements for decommissioning is not an expression of a tightening of the demands. The purpose of the clarification is merely an attempt to clarify what will be expected from a procedural view.

It is not possible in 2016 to foresee which requirements will be set for the decommissioning of the wind farm, which is not expected to take place until the end of the life time of the wind farm. The DEA is not able to be more specific on the requirements for the decommissioning, as the environmental requirements will be assessed at the time of the removal. Further, no practice and only little knowledge exist on the subject as no large farms have been decommissioned so far. It is not possible now to assess whether the foundations will have to be removed in full or not. The accumulated knowledge from wind farms being dismantled over time will provide the knowledge on which the future demands on the dismantling of the wind farm will be based. As it is seen from the requirements for decommissioning a partial removal of the plant may also be a possibility.

In order to clarify the above points the words "in full" has been removed from the text in the tender material.

Q (07.10.2015):

Please provide further information on the requirements to decommissioning of the wind farm, especially to what extent the various types of foundations (monopile, gravity based, etc.) must be removed and to what extent off- and onshore cabling must be removed when the wind farm is decommissioned.

A: At the present time, the DEA cannot provide further information on the requirements for decommissioning than what is already stated in the tender material in Appendix 6 and 8, as a decommissioning operation will be project and site specific in nature. Furthermore, regulation may change over time due to new knowledge and development of new techniques.

Q (21.04.2015):

According to section II.1.3 [Short description of contract] of the contract notice, the license and authorization relevant for the operation phase will be given for 25 years. Hence, it is our understanding that this 25 years' period excludes the construction phase, as well as the decommissioning phase. Can you please confirm this is correct?

A: The license for electricity production is intended to cover the period in which the offshore wind farm produces electricity. The duration of the 25 years starts when the first kWh is supplied to the collective electricity supply grid. Conditions related to the decommissioning phase will be set out in the authorization to produce electricity and will be published with the tender conditions.

Q (21.04.2015):

According to section II.1.3 [Short description of contract] of the contract notice, the license and authorization relevant for the operation phase will be given for 25 years with the possibility or prolongation if allowed under applicable law. Can you please indicate at what moment in time such prolongation can be asked for?

A: It has not been specified when the prolongation can be asked for, but it is foreseen to happen towards the end of the lifetime of the offshore wind farm.

Q (21.04.2015):

when can the prequalified parties expect DEA's final conclusions regarding possible restrictions in park lay outs and design as a result of the EIA hearings.

A: The DEA expects to publish the final conclusions in regard to the park area at the latest at the time of the publication of the final tender documents in early 2016. However, in the fall of 2015 the DEA intends to publish six site specific licenses for the construction of the offshore wind farm and licenses for preliminary investigations. These licenses are expected to contain the final maximum park area.

Grid

Q (09.06.16):

In the tender conditions (page 73 in Danish version) it is stated:

“If the wind farm is connected to the grid through the transmission grid, the concessionaire must provide Energinet.dk with a guarantee to be paid in the event that the project is not constructed in accordance with the concession agreement. This guarantee may be covered by the guarantee provided for the retention penalty to the extent that Energinet.dk’s costs do not exceed the size of the retention penalty. The costs for which the Concessionaire will have to compensate Energinet.dk are the costs that Energinet.dk has incurred in connection with establishing grid connection.”

Q1: Are Energinet.dk’s costs (depending on the connection point chosen) equal to: the costs for simple connection + grid reinforcement + eventual additional security ?

A1: It can be confirmed that Energinet.dks costs are equal to the costs for simple connection + grid reinforcement + eventual additional security

Q2: Are the concessionaire first obliged to put forward a guarantee when Energinet.dk’s costs exceeds the size of the retention penalty? If yes when in time is this expected ?

A2: Energinet.dk will require the guarantee to be put forward when Energinet.dk initiate the preconstruction project. The guarantee can be split in two, one for the costs during the preconstruction project and one afterwards when the tendering and construction project starts for the estimated total project costs.

Q3: What form of guarantee, Bank or PCG?

A3: The guarantee has to be an "On demand guarantee" and must be made "unconditionally". If it's a PCG the company has to be approved by the Finance department at Energinet.dk (att. Morten Falkesgaard Jørgensen, MFA@energinet.dk)

Q (18.02.2016):

If a guarantee is provided to the local grid company in order to secure that the local grid company’s investments are not lost if the wind farm is not built, it is assumed that the guarantee is only released if the offshore wind farm is not built?

A: If the concessionaire does not build the wind farm as required in the concession agreement and this causes a loss for the local grid company, the general law of damages applies. Regulation in regard to compensation should be agreed between the Concessionaire and the local grid company. According to normal practice, the concessionaire should provide a bank guarantee corresponding to the total costs of the local grid company in case the wind farm will be grid connected through the local transmission grid. See Appendix 9, Section 10 to the tender specifications.

Q (27.01.2016): What would be the expected costs for purchase and site development of station area for a transformer station?

A: Costs for purchase and site development vary from place to place depending on soil quality and complexity of the soil conditions.

Energinet.dk experiences from the later years' development in land values show that the value on land in agricultural areas is below 200,000 DKK/hectare.

For the simple grid connection (1 transformer, no busbars on the transmission side of the transformer) the requirement for land will be approx. 6,000 m². In case of a greater wish for security of supply (2 transformers + busbars) the requirement for land is approx. 10,000 m².

Hence, purchase of land will be in the range of 120,000 – 200,000 DKK.

If additional land is required for camouflage (covering plants, embankment, or other earth work, etc.) the price will increase proportionally with an increase of land demand.

Site development of a station area thus has a value of app. 400,000 DKK.

Q1 (02.11.2015): Which assumptions form the basis of the cost allocation calculations in the report Grid connection of near-shore wind farms, by Energinet.dk, published in August 2015; e.g. are costs related to directional drilling and compensation to landowners incl.?

A: In the report Grid Connection of near-shore Windfarms the basis for the cost estimation is described on page 10.

This may be interpreted to mean that the costs used in the report are average planning costs. The costs for cable laying is calculated as the product of cable length and a unit price for cable per length, including cable laying land owner compensation. So, local environment, need for directional drilling and compensation to landowners has not been calculated as site specific costs.

Q2: What is the division of responsibilities between the concessionaire and the grid company in a new transformer? Will the concession owner be responsible for all installation and operation related to the medium voltage equipment (earthing, lightning protection, LVAC, security measures, cooling etc...)?

A: The split of cost and responsibility between the concessionaire and the grid company is as described in Executive Order: BEK nr 220 af 02/03/2015 Bekendtgørelse om ændring af bekendtgørelse om nettilslutning af vindmøller og pristillæg for vindmølleproduceret elektricitet m.m. § 6. This means, that the concessionaire must pay for, build, own and operate the medium voltage equipment, including its own protection. The concessionaire must also pay the cost for the grid company's land acquisition for the substation, if it is needed. The grid company must pay for, build, own and operate the transformer and high voltage equipment, including its own protection.

Q3: In the QA for Danish nearshore on the DEAs homepage it is stated, that it can be confirmed that the grid or transmission company pays for the substation or transformer or the expansion of the existing transformer. And that in case an area/site needs to be acquired and developed, this will be paid by the concessionaire. In case a house/building and/or switchgears is necessary, this is paid, owned and run by the concessionaire. Regarding the second point: It is unclear what is meant by "In case an area/site needs to be acquired and developed". Can you please clarify?

A: In most cases the 33 kV cables will be routed up to a deployed 132-150/33 kV substation or a deployed 50-60/33 kV substation.

These substations are located as closely to the landfall point as possible respecting the environmental precautions necessary at each specific site. The substations do not exist today and therefore an area needs to be acquired to build the substation. The project related requirements for each specific site will be published with the summary of the public hearing. According to executive order no. 220 02/03/2015 "ændring af bekendtgørelse om nettilslutning af vindmøller mm" the windfarm developer must pay for this land acquisition and site development.

Q (07.10.2015): The exact grid connection points are important when deciding the bid price. Please provide information on the exact grid connection points onshore for the various sites.

A: The best available information on grid connection points can be found in the Environmental Impact Assessment reports part 3 on terrestrial issues. If needed Energinet.dk can supply GIS material related to the specific areas.

Also, please provide information on the estimated grid costs, including the costs of acquisition and site development of the area required for expansion of the collective grid to the connection points. If such information does not exist yet, please inform when these costs will be provided.

A: The best available information on estimated grid costs are found in the paper on Grid connection of near-shore wind farms that Energinet.dk has provided as part of the tender process. No further estimates will be provided. If further calculations on specific grid projects are needed, several consultancies provide services in the field of grid connection. A general review of the rules on the responsibilities and costs of the concessionaire can be found in appendix 9 of the tender material.

Q (24.09.2015): Can Energinet.dk undertake the task of constructing underground cables from the landing point at the shore to the point of connection on shore including substation equipment on behalf of the wind turbine concession owner?

A: Energinet.dk does not undertake any construction tasks on behalf of wind turbine developers or wind turbine owners. There is a sufficient number of competent contracting companies available in Denmark and internationally to secure adequate completion of such tasks. Energinet.dk will, however, be available for coordination and cooperation during the planning and construction period.

Q (25.08.2015): Are the prequalified companies able to discuss specific grid solutions individually with Energinet.dk ?

A: Yes. Companies interested in discussing specific project related technical solutions can contact Jan Havsager at Energinet.dk directly (JHA@energinet.dk).

Questions regarding interpretation of the tender specifications, however still need to be directed to the DEA. The answers will be published on this Q&A webpage.

Q (11.06.2015): Will balancing costs and feed-in tariffs be reimbursed?

A: The tender conditions specify that balancing costs shall not be reimbursed (see point 4.8 in the preliminary concession agreement).

Furthermore, point 4.5 in the concession agreement states that “if the Concessionaire is to pay a feed-in tariff for transmission of electricity to the main electricity supply grid, a price supplement shall be granted corresponding to this tariff. [...]” Further information on the relevant level of the feed-in tariff can be found as point 2 on the following web page: <http://www.energinet.dk/DA/EI/Engrosmarked/Tariffer-og-priser/Sider/Aktuelle-tariffer-og-gebyrer.aspx>

Q (25.03.2015): Can it be confirmed that the new grid connection executive order (for nearshore wind tenders) imply that it is Energinet.dk and/or the local grid company, who pays the costs related to the to an advanced substation established close to the landing point with a xx/33 kV transformer or the expansion of an existing substations with a xx/ 33kV transformer, and not the concessionaire?

A: It can be confirmed that the grid or transmission company pays for the substation or transformer or the expansion of the existing transformer. In case an area/site needs to be acquired and developed, this will be paid by the concessionaire. In case a house/building and/or switchgears is necessary, this is paid, owned and run by the concessionaire.

Q: Please specify process and resulting risks of the review of the Executive Order No. 1063 of 7 September 2010 on grid connection of wind turbines and the surcharge for wind generated electricity, etc. (nettilslutningsbekendtgørelsen) regulates grid connection.

A: The DEA is currently revising the executive order regarding grid connection and the risks for the various actors involved. One of the main priorities is the issues related to grid connection for offshore wind farms. The work is of high priority in the DEA, but due to the involvement of external actors, we are not able to specify when the revision is final. Once a final draft is ready, the DEA will initiate a public hearing where the relevant actors will have opportunity to comment on the draft before the draft is then finalized. The Danish Energy Agency will notify interested parties when this happens.

Q: Please specify process regarding grid connection, technical scopes, responsibilities, interfaces and expected timelines.

A: Due to the ongoing review of the executive order the DEA is currently unable to provide an answer this question.

Q: What will the bilateral contracts with grid operators look like? What would be the associated costs?

A: The tender material will not provide a standard contract between grid operators and the concessionaire. The estimated grid costs will be provided when Energinet.dk's analysis will be published.

Q: Will Energinet handle all grid issues onshore? Who will be responsible for the land lease agreement, land around onshore substation, permitting processes?

A: Due to the ongoing review of the executive order the DEA is currently not able to answer this question. However, Energinet.dk only handles grid issues on the transmission grid, i.e. above 100 kV. This will not be changed with the review of the executive order.

Q: What is the definition of force majeure regarding the possibility for Energinet.dk to order reduction or shut-down?

A: Force majeure include circumstances which are not the Concessionaire's/grid operators fault or which are beyond the Concessionaire's/ grid operators control. The definition of force majeure that will be published with the tender material will be the one that applies.

Q: Will the meter calculating the production be placed on the coast or at the connection point to the transformer?

A: This question is currently being considered as part of the revision of the executive order regarding grid connection.

Q: How will the payment for and ownership of the grid connection be distributed amongst the involved parties in the development, construction and operation of the grid connection?

A: This question is currently being considered as part of the revision of the executive order regarding grid connection.

Q: Please clarify compensation to be paid for limits on production and if the compensation is paid in case of both market and physical constraints?

A: Under section 35(1) Energinet.dk (the TSO) shall pay the electricity producer for losses incurred as a result of reduction, cf. section 34, which is carried out within 25 years of granting of approval to exploit energy on Danish territorial waters or in the Exclusive Economic Zone, cf. section 29.

According to section 34(3) Energinet.dk may order reduction or shut-down of electricity production, if this is necessary because of faults or maintenance work (on the transmission plant for leading electricity production onshore), or in the transmission grid or capacity limitations in the overall transmission grid which may be remediated by reduction.

However, the transmission plant for leading electricity onshore is not applicable in this tender.

Orders pursuant to subsection (3), cf. subsection 4, shall be conditional upon the fact that the reduction is necessary for the sake of security of supply or for economically optimal utilisation of the general electricity supply system, including ensuring an efficient and competitive market.

Payment shall not be made if the reduction is the result of a force majeure, nor in case where payment will not be made due to the market price not being positive.

Reductions or shut-downs due to faults, maintenance work or capacity limitations in the distribution grid will not be compensated.

Energinet.dk has prepared instructions containing methods for calculation of the size of the electricity production lost as a result of reduction, and calculation of the size of the revenues lost in order to cover the loss of the electricity producer. This can be found on [Energinet.dk's website](#).

Q: Are there more detailed regulations which officially describe the compensation for losses of production?

A: In particular the interfaces between Wind farm (incl. array cable) and substation are very important for this question. Responsibilities for losses of production should be defined in advance. Measurement systems for calculation of losses to be defined in advance

The losses of production due to grid loss are regulated by the executive order which is undergoing review and the DEA is currently not able to answer this question.

Preliminary surveys, EIAs and the sites generally

Q (25.08.2015): Is it possible to receive the GIS data layers given in Figure 8.2 in report “Smålandsfarvandet Offshore Wind Farm Appropriate Assessment” and the GIS layer given in Figure 8.2 in report “Sejerø Bugt Offshore Wind Farm Appropriate Assessment” as the surface covering density estimation?

A: Yes. The material has been uploaded to the following webpages:

For Smålandsfarvandet, the files are available below the map of the site here:<http://www.ens.dk/en/supply/renewable-energy/wind-power/offshore-wind-power/new-nearshore-wind-tenders/smalandsfarvandet>

For Sejerø Bugt, the files are available below the map of the site here:

<http://www.ens.dk/en/supply/renewable-energy/wind-power/offshore-wind-power/new-nearshore-wind-tenders/sejero-bugt>

Q (11.05.2015): What are the coordinates for existing cables in the nearshore wind farm sites?

A: The Danish Energy Agency only has access to the coordinates for the power cables owned by the Danish TSO Energinet.dk. From August 2015 Energinet.dk takes over the operation of the 132 kV power cable in the Smålandsfarvandet, owned by SEAS-NVE. The coordinates for this cable are as follows:

159-0;641536.7509;6092463.1267
159-1;641538.5568;6092468.4757
159-2;641963.3744;6093602.6348
159-3;643536.6073;6103158.6597
159-4;646606.8732;6114525.1061
159-5;646360.8832;6117126.0467
159-6;645387.8818;6118505.5459
159-7;645616.5308;6119504.6425
160-0;641538.0455;6092464.5265
160-1;641539.4968;6092468.1257
160-2;641964.3309;6093602.3849
160-3;643537.5886;6103158.4497
160-4;646607.8792;6114525.0161
160-5;646361.848;6117126.4066
160-6;645388.9538;6118505.7558
160-7;645617.3307;6119504.3926

Besides this power cable there are privately owned cables which crosses some of the wind farm sites, but the Danish Energy Agency does not have access to information about these. The cables are the following:

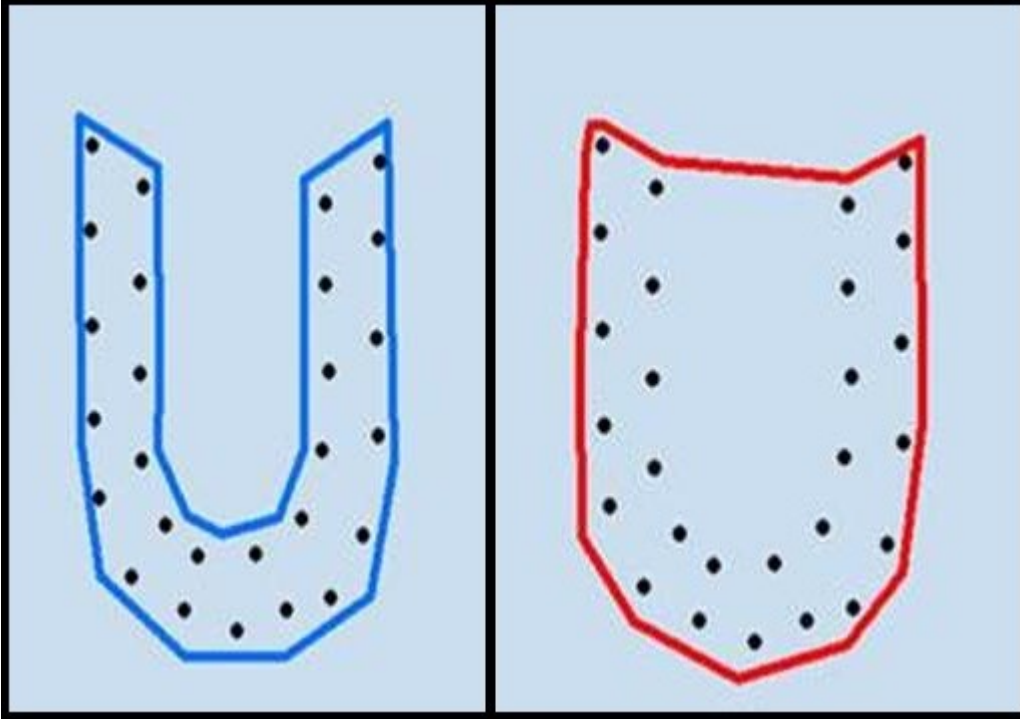
Sæby: communication cables owned by Global Connect and TDC.

Sejerø Bugt: communication cable owned by Teliasonera.

Sejerø Bugt: Not crossing the Sejerø Bugt wind farm site but nearby is a 10 kV power cable owned by SEAS-NVE, which is being used to supply electricity to the Island of Sejerø.

Q (21.04.2015): How will an assigned area of e.g. 44 km² be calculated?

A: The 44 km² must be one integral area including the entire wind farm excluding the export cable(s) to shore. In general, the area will be calculated based on the outer turbines. This will also apply where the turbines are located in a curved shape. However, to avoid the wind farm taking more space than accepted in the strategic planning procedure, the area of a layout with space without turbines inside the park will be calculated as illustrated by the red line in Figure



below.

Q: Preliminary surveys

25.02.15: Is it possible to round up to above 200 MW installed capacity, eg. 29x7 MW = 203 MW, or should we stick to 28x7 MW = 196 MW?

A: It is not possible to install more than 200 MW within one area. So, in the example above, only 28 wind turbines can be installed.

Q: When will the expected costs for the preliminary surveys be published?

A: Preliminary prognoses for the costs for preliminary surveys for each area will be made available in October 2014.

Q: Please confirm that costs for the preliminary investigations are limited to the area the Bidder has won.

A: It is confirmed that the costs for the preliminary investigations for each area will be borne by the concessionaire and will be limited to the costs incurred for that area.

Q: Please specify which turbine foundation concepts are going to be considered.

A: With reference to the project description published on the DEA website May 2014, the following foundation concepts are considered:

1. Driven Steel Monopile
2. Concrete Gravity Based foundations
3. Jacket foundations
4. Suction Buckets foundations

If other foundation methods will be used for the project it must be demonstrated by the concessionaire that the technological solution lies within the boundaries of the EIA. If this is not the case, an addition to the EIA will be required and approved before possible acceptance.

Q: What environmental restriction will apply during construction/ operation? Will it be the same as previous tender projects?

A: This will be answered after the hearing of the Environmental Impact Assessments (IEAs). Each project has an individual impact on the local environment, but the authorities will naturally base conclusions concerning mitigation efforts on previous knowledge collected from previous projects in Denmark and elsewhere.

Q: What would be allowed in terms of installation methods? Would 3D (drill drive drill) and/or vibro piling be allowed?

A: An answer to that question will have to await the Environmental Impact Assessment (EIA).

Q: Could we assume no restrictions on installation times?

A: An answer to that question will have to await the Environmental Impact Assessment (EIA).

Q: Would it be possible to do site investigations in addition to what is done by Energinet.dk i.e. geophysical investigations (for example Seismic)? Geotechnical investigations (boreholes or CPTs)? Wind measurements (Sodar, Lidar, Met mast).?

A: Yes. A concessionaire will be given a permit to carry out additional necessary preliminary investigations. In the tender material, a model permit for carrying out additional preliminary investigations will be published.

MetOcean

Q: MetOcean

14.04.2015: We seem to lack turbulence data on your server or did we miss something?

A: The turbulence levels presented in Section 6.4 of the met-ocean reports are based on the DMI-HIRLAM model and are considered indicative only as no site specific measurements are available. It should be noted that the actual turbulence experienced by the wind turbines consists of a combination of the ambient and wake induced turbulence. The wake induced turbulence depends on the wind farm layout and chosen turbine which is unknown at the current stage of the project.

Q: MetOcean

13.03.2015: Why did COWI not use the WRF (35 year) data as a basis for the analysis?

A: The reason is that the WRF is a 3-hour time series which would then introduce more inaccuracy due to missing peak events.

Q: Weillbull table

13.03.2015: Where to find the Weillbull table?

A: In the wind study report a summary of the long-term corrected Weibull parameters is shown in table 2-1 on page 8 in the Wind Resource Report. The sector wise Weibull parameters are found in table 4-5, 4-11, 4-17, 4-23, 4-29 and 4-35 for the individual sites.

Q:

13.03.2015: Has the slope of the seabed been evaluated in relation to the reported extreme wave height?

A: Due to the relatively mild seabed slopes at the sites and the unknow final park layout this has not been considered relevant at this stage. A detailed analysis may be carried out at detailed design stage once the exact location of turbine foundations is known.

Q:

13.03.2015: Has COWI done sensitivity analysis of extremes in waves if applying the 35 year wind data to force the wave model?

A: No, this has not been done, since the 35 year wave data are only available as time series at a limited number of locations and not as 2D wind fields suitable for forcing the wave model.

Q:

13.03.2015: Has COWI considered that the variation in ice thickness is due to ice ridges?

A: As mentioned in Section 4.3 of the met-ocean reports, the formation of ice ridges or other ice deformations like rafting have not been considered at this stage. It is highlighted that the information available during severe winters in the 1940's and 1980's is limited and show significant spatial variation at some of the project sites like Sejerø Bugt and Smålandsfarvandet. The concession-bidders are thus encouraged to conduct additional studies of ice loading which may be relevant for their proposed foundation type and park layout.

Q:

13.03.2015: According to IEC standard other parameters regarding ice have to be derived, which is not provided in the Met-ocean studies.

A: This has not been a part of the scope at this stage since detailed information on ice depends on the park layout and foundation type. Therefore, it is up to the concession bidders to perform these studies specifically as a part of their detailed design process.

Q:

13.03.2015: Has the 2 year WRF data been corrected with respect to direction?

A: It has been done with respect to mean wind speed. However, the data are provided at the FTP site so that you have the possibility of doing it on your own.

Q:

13.03.2015: Have COWI compared wind speed from your study with the WindPRO data?

A: No, the results have not been compared to WindPRO. The Danish '07 wind statistic in WindPRO is developed for Danish onshore project and as such should not be used for offshore. That said, it can be possible that in some places the results obtained from Windpro fit very well with the mesoscale results and in some places they do not fit. In addition to the mean wind speed it shall be noted that WindPRO in the Danish '07 wind statistic assumes same wind direction all over Denmark and this is definitely not the case.

Q:

13.03.2015: Has atmospheric stability been analysed?

A: No atmospheric stability analyses have been carried out. However, the wind speeds as well as temperatures are given at 40, 60, 80, 100, 120 and 140 m ASL. Furthermore, the comparison between measured and modelled wind profiles show that the mesoscale model captures the stability conditions very well.

Q: Please provide general information on the metocean study and the wind resource study.

A: The Consultant will derive (A) a metocean study and (B) a wind resource related study for each nearshore site. The aims of the two tasks are:

(A): Met-ocean study report for the concession bidding process: Provision of information and data (see method statement: <http://www.ens.dk/en/supply/renewable-energy/wind-power/offshore-wind-po...>) on wind, waves, water levels, currents, ice etc. (met-ocean data) at a level of details which will sufficiently enable bidders to submit a qualified financial bid for design and construction of the offshore wind farms during the Danish Energy Agency's concession bidding process. The met-ocean reports will be certified by an accredited certification agency to ensure general compliance with the IEC-61400-3, while keeping in mind that met-ocean conditions which are dependent on park layout and foundation type cannot be described in detail at this stage.

In light of the above mentioned purpose of the reports to enable bidders to submit a qualified financial bid during the concession bidding process, the winning concessionary bidder must – once the final park layout and type of foundations have been established - on his own take responsibility for all met-ocean parameters applied for detailed design of the OWF.

The certified met-ocean reports are expected to be published in January 2015.

(B): Wind resource related report for the concession bidding process: Provision of wind data and information for wind resource estimations. The data and information shall enable the concession bidders to conduct economic energy yield calculations, which enable submission of a qualified financial bid during the Danish Energy Agency's concession bidding process. No met masts or lidars are installed on-site and wind data is derived from mesoscale modelling, which is validated against several existing met mast measurements as well as production data from existing wind turbines to achieve highest possible quality and precision. Based on the validation against existing met mast measurements the uncertainties at each project site will be assessed and quantified. The plausibility of the derived wind data and its quantified uncertainties will be checked by recognised experts within wind resource estimation.

The report is expected to be published in November 2014.

Q: Will consultants certify wind data on shorter time periods?

A: As the process of certification of (A) and plausibility check of (B) has not yet been finalized a specific answer to this question will be pending until the process is finished.

Q: Will data from Horns Rev 2 be used for the near shore tender?

A: The consultant has not scoped the inclusion of Horns Rev 2 met mast wind data for deriving neither (A) nor (B).

Q: Will landbased wind data be used to verify the wind data published in the MetOcean data?

A: Both measured wind data onshore and offshore will be employed in verification of the wind data and parameters published in relation to (A) and (B). The specific data employed will be explicitly described in the published reports of (A) and (B) when certification and plausibility check has been finalized respectively.

Geological surveys

Q: Please indicate the planned timeline for the results to be available.

A: The results from the seabed investigations are issued according to the following schedule:

Site investigation	Issue date
Desk study, geology	2014-05-22
Desk study, UXO threat and risk assessment	2014-05-22
Offshore wind farm geophysical survey	2014-05-22
Offshore wind farm preliminary geotechnical survey	2014-11-03
Cable Route survey	2014-06-30

The results are published simultaneously for all six projects sites as reports, charts and digital deliverables and can be acquired from [the Energinet.dk website](http://the.Energinet.dk).

Q: Please specify if and which marine geophysical survey methods are planned to be conducted in each project.

A: Marine geophysical surveys have been completed for all six project sites as part of the site investigation program for both the offshore wind farm areas and for the export cable corridors.

In every offshore wind farm area the following marine geophysical methods have been applied:

- Bathymetric mapping with Multibeam Eachosounder - full coverage.
- Side Scan Sonar (dual frequency) – full coverage.
- Magnetometer – Nominal survey line spacing at 50/65 m.
- Sub-bottom profiling:
- Single-channel acquisition with a relative high frequency seismic source for a nominal survey line spacing at 50/65 m.
- Multi-channel acquisition with a relative medium frequency seismic source for a nominal survey line spacing at 100/130 m.
- Grab-sampling.

In the cable route corridors the following marine geophysical methods have been applied:

- Bathymetric mapping with Multibeam Eachosounder - full coverage.
- Side Scan Sonar (dual frequency) – full coverage.
- Magnetometer – Nominal survey line spacing at 50 m.

- Sub-bottom profiling:
- Single-channel acquisition with a relative high frequency seismic source for a nominal survey line spacing at 50 m.
- Single-channel acquisition with a relative medium frequency seismic source for a nominal survey line spacing at 50 m (only at deeper sections of the cable corridors).
- Vibrocore sampling
- Shallow CPT testing.

Q: It has been understood that geotechnical site investigation campaigns are expected to be conducted for the different projects. Please specify the technical scope (Number of locations, Sampling boreholes, Lab testing, CPT, etc.) and expected timelines.

A: The preliminary geotechnical investigations include the following scope at each of sites:

- 2 - 3 sample boreholes to 50 - 70m below seabed with adjacent CPT and drill out to 50 - 70m below seabed.
- 3 No. of Pressuremeter tests (Menard) in each sample borehole.
- 5 - 10 separate CPT's to refusal.

Laboratory tests includes classification tests, chemical tests, Oedometer tests, static strength tests and cyclic testing (in selected layers) are performed on samples from the boreholes.

Reports for all sites will be issued in November 2014.

Q: Is it expected to complement the Geophysical surveys with a methodology capable of detecting buried boulders?

A: It is not expected to carry out a comprehensive mapping of buried boulders.

Though – the marine geophysical surveys carried out in the offshore wind farm sites include data acquisition with high-resolution magnetometer and relative high-frequency single-channel sub-bottom profiler. These data can be evaluated and perceived as a screening of buried boulders that would apply along the survey lines. The nominal line spacing of the survey is 50/65 m.

Q: Will the DEA provide an UXO risk assessment study for each one of the sites?

A: Yes. UXO desk studies have already been prepared including threat description and risk assessment. The reports are available via the website:<http://energinet.dk/EN/ANLAEG-OG-PROJEKTER/Anlaegsprojekter-el/Kystnaere...>

Technical Certification Scheme

Q: Is there an English version of the Executive Order no. 73 of 25 January 2013 on technical certification scheme for wind turbines?

A (25.03.2015): The Executive Order no. 73 of 25 January 2013 on technical certification scheme for wind turbines is translated into English. Find the translation and a lot more information on the Danish Energy Agency's secretariat for the Danish Wind Turbine Certification Scheme's [homepage](#).