



Memorandum of information European tender 'Geophysical survey at the offshore Doordewind Wind Farm Zone'

Date: 17 July 2023

In this memorandum of information, the contracting authority provides answers to the questions asked and remarks posted in the context of the above-mentioned European tender. This memorandum of information forms an integral part of the tender document (with reference 202303117).

Annex [4] – Cycle Times and Prices has been updated for all Lots. For all Lots the WoW is now calculated in two different ways in which the WoW DAYS BY CONTRACTOR will be used in the calculation of the Expected costs of WoW. In Annex [4] for Lot 2 the desired and ultimate KEY DATE of the offshore processed data has been changed.

#	Lot	Subject	Question	Answer
1.	Seabed survey	Question relating to tender document DDW_20230613_RVO_GP_Annex 5_Section_V_HSE_Requirements_F	We are referring to tender document DDW_20230613_RVO_GP_Annex 5_Section_V_HSE_Requirements_F, section 2.4 (Audits). We would not necessarily provide "unrestricted" access. Hence, we would expect to have a clause added to state "as far as reasonably practicable".	Agreed.
2.	Seabed survey	Question relating to tender	We are referring to tender document DDW_20230613_RVO_GP_Annex 5_Section_V_HSE_Requirements_F, section 2.1 (HSE Management System). Our Occupational Health and Safety	RVO does not have an issue with the ISO 45001 certification, as it is considered an upgrade of the OHSAS 18001 and therefore at least equivalent. The

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		document DDW_20230613_RVO_GP_Annex 5_Section V_HSE_Requirements_F	Management System is certified 45001 (not 18001). You are referring to the 15 key processes as per International Safety Rating System. We are not a member of the ISRS and don't have access to their documentation. Could RVO provide these principles to us for our review?	15 key processes of the ISRS are available here: https://www.isrs.net/ISRS-Assessment RVO asks that the HSE management of the CONTRACTOR shall address these 15 key processes. RVO does not ask the CONTRACTOR to be a member of or gain a rating from the ISRS.
3.	Seabed survey	Question relating to tender document DDW_20230613_RVO_GP_Lot1_SS_Annex 5_Section IV_SoW_F	We are referring to section 2.5.5 of tender document DDW_20230613_RVO_GP_Lot1_SS_Annex 5_Section IV_SoW_F. One of the charting requirements is geological profiles from a representative sample of data, we have assumed 3x profiles along the site (longer distance), and 4x profiles from across the site (shorter distance). If RVO requires more or different it will affect the cost. Could you please quantify the number of profiles?	RVO agrees that 3 profiles in the long axis and 4 profiles in the short axis should be enough to cover the variability of the shallow geology and is therefore considered efficient.
4.	Seabed survey	Question relating to tender document DDW_202	We are referring to tender document DDW_20230613_RVO_GP_Lot1_SS_Annex 5_Section IV_SoW_F, section 2.5.7. RVO requests an MXD as a deliverable, this is only possible from older versions of	RVO considers ArcGIS Pro (version to be agreed upon after Contract Award) as the current standard and therefore APRX files are accepted. As ArcMap won't be supported anymore in the future, RVO strongly advises to provide GIS deliverables in

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		30613_RV O_GP_Lot 1_SS_Ann ex 5_Section IV_SoW_F	ArcMap. We now use ArcPro where the equivalent file is an .aprx file. Is it possible to deliver this file instead?	ArcGIS Pro. If Tenderer does intend to use ArcMap, this should be discussed with RVO after Contract Award.
5.	Seabed survey	Question relating to tender document DDW_20230613_RV O_GP_Lot1_SS_Annex 5_Section IV_SoW_F	We are referring to the tender document Question relating to tender document DDW_20230613_RVO_GP_Lot1_SS_Annex 5_Section IV_SoW_F, section 2.5.4. RVO requests a Kingdom project (or equivalent) as a deliverable but is open for discussion – we would provide a DUG Insight project instead. Can RVO confirm if this is acceptable? If not, are Kingdom compatible files acceptable instead?	RVO is not familiar with DUG Insight as an alternative software package for IHS Kingdom. It is however acceptable to provide a project prepared in another software package as long as all deliverables (horizons and grids) are delivered as separate files and compatible with IHS Kingdom Suite (version 2018 or later).
6.	Seabed survey	Question relating to tender document DDW_20230613_RV O_GP_Lot1_SS_Annex 5_Section IV_SoW_F	We are referring to the tender document Question relating to tender document DDW_20230613_RVO_GP_Lot1_SS_Annex 5_Section IV_SoW_F, section 2.4.5. RVO requests some deliverables relative to both MSL and LAT. But what is the primary vertical datum for deliverables where this is not specified (i.e. ungridded MBES point clouds)?	Similar to the gridded data, the point cloud data are expected to be delivered relative to LAT (primary) and MSL (secondary).
7.	Seabed survey	Conditions of Contract,	We are referring to tender document DDW_202303117_RVO_GP_Annex 5_Section_II_Conditions_of_Contract_F, clause 13.8 (a). We	Not agreed.

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		clause 13.8 (a)	kindly request to please remove omissions - variations by omission are a risk to Tenderer as we have to mobilise and to contract, mobilise but then vary the contract to omit scope is something we kindly ask to be reviewed and removed.	
8.	Seabed survey	Conditions of Contract, clause 24.1	We are referring to tender document DDW_202303117_RVO_GP_Annex 5_Section_II_Conditions_of_Contract_F, clause 24.1. Termination for convenience is a risk for Tenderer and we please request that this can be removed.	Not agreed.
9.	Seabed survey	Conditions of Contract, clause 30	We are referring to tender document DDW_202303117_RVO_GP_Annex 5_Section_II_Conditions_of_Contract_F, clause 30. We kindly ask if the cap on liability can be 100% rather than 3 times the Contract Price?	The following clauses will be added to the final Contract (Section I): As referred to in Clause 30.1(a) of the Conditions of Contract; the liability before the date of completion of the WORK is limited per event to the sum of 100% of the CONTRACT PRICE. As referred to in Clause 30.1(b) of the Conditions of Contract; the liability after the date of completion of the WORK is limited per event to the sum of 100% of the CONTRACT PRICE.
10.	Seabed survey	Conditions of Contract, clause 42	We are referring to tender document DDW_202303117_RVO_GP_Annex 5_Section_II_Conditions_of_Contract_F, clause 42. This clause refers to a liquidated damages cap of 10% maximum HOWEVER the payment schedule refer to an LD amount of 15% in the aggregate. Please clarify the applicable amount as in the order of precedence, clause 42 sits higher than the remuneration schedule and therefore 10% would appear to be the maximum amount. Could you please clarify?	Section II - Conditions of Contract, clause 42 and Section III – Remuneration are indeed inconsistent. The cap on aggregated Liquidated Damages is 10% of the CONTRACT PRICE. Please note that clause 42(a) is valid for all three lots (the mentioned two Lots is incorrect). Therefore all Lots have a cap on aggregated Liquidated Damages of 10% of the CONTRACT PRICE. The changes in Section III - Remuneration will be incorporated within the final contract.

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11.	Seabed survey	DDW_RVO_GP_Lot1_SS_Annex 4_Cycle_Times_and_Prices_Rates_F	Our question is relating to document DDW_RVO_GP_Lot1_SS_Annex 4_Cycle_Times_and_Prices_Rates_F. We intend to use different types of vessels using a multi-pass approach. These vessels have different environmental limitations in terms of wave heights. Would it be possible for RVO to create a pricing document where two different vessel types (one for MBES/SBP and one for SSS/MAG) can be inserted?	RVO acknowledges that there can be different solutions when it comes to number of vessels, types of vessels, and number of passes. Therefore an update of Annex 4 for all Lots has been published. Within the updated Annex 4 the Waiting on Weather (WoW) will be calculated in two different ways: 1: The number of WoW DAYS BY CLIENT (RVO) will be automatically represented in (3g), and calculated in tab [WDT Calculation] based upon the end of mobilisation (incl. transit to site), limiting conditions and cycle times given by CONTRACTOR (in Annex [4] Section II), and the persistence percentages given in tab [wind-wave]. The automatic calculation of WoW is for reference only, to check if there is a significant difference between the WoW DAYS BY CLIENT and WoW DAYS BY CONTRACTOR. In case vessels with different limiting conditions will be used, an average of the limiting conditions can be specified in Annex [4] Section II, since this will only serve as a reference. 2: The number of WoW DAYS BY CONTRACTOR, specified by the CONTRACTOR in (3i), accounting more detailed limits than specified in Annex [4]. The MAXIMUM WoW days for Doordewind is (80).The WoW DAYS BY CONTRACTOR will be used in the calculation of the Expected costs of WoW in Annex [4] Section V Option 1. If there is a significant difference (>25%) between the WoW DAYS BY CLIENT and WoW DAYS BY

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				CONTRACTOR , CONTRACTOR shall explain the reason for this difference.
12.	Seabed survey	DDW_20230613_RVO_GP_Lot1_Annex 5_Section_III_Remuneration_F	We have a question relating to tender document DDW_20230613_RVO_GP_Lot1_Annex 5_Section_III_Remuneration_F, section 3 Payment Schedule. We do not accept retention on payments. Tenderer kindly asks if this can be removed or discussed?	Not agreed.
13.	Seabed survey	DDW_20230613_RVO_GP_Lot1_Annex 5_Section_III_Remuneration_F	Our question is related to section 5.3 liquidated damages (LDs) of tender document DDW_20230613_RVO_GP_Lot1_Annex 5_Section_III_Remuneration_F. The tenderer kindly requests reducing the cap of fifteen percent (15%) to ten percent (10%).	See answer to Question 10.
14.	Seabed survey, 2D-UHRS survey	DDW_20230613_RVO_GP_Lot2_2DUHRS_Annex 5_Section IV_SoW_F	2.3.2.1 states MBES, SSS, MAG, SBP AND 2DUHRS are to be acquired with isotropic parallel primary lines with 2DUHRS CMP as steered node. In order to be able to sail reciprocal winglines and meet the isotropic nature of the lines for all sensors as prescribed, all sensor nodes should be positioned in same line in sailing direction. If sensors are not positioned in line all lines are to be sailed in same direction in order to arrive at isotropic lineplan for all individual sensors. is this the intention of client or is a certain level of anisotropic linespacing within width of vessel tolerable?	RVO agrees that the word 'isotropic' is confusing in this particular sentence. If two directions are sailed as part of the lineplan, the sensors of the wing lines do not have exactly the same direction. The word isotropic can therefore be ignored.
15.	Seabed survey, 2D-UHRS survey		In Annex [4] it is indicated that in the Project Implementation Plan the CONTRACTOR should provide a schedule in which the survey length is fully covered and the indicated survey time is justified based on the number of vessels, number of passes, and speed (km/day). However,	The requirements relating to cycle time of the Seabed Surveys, as stated in Annex [4], do include a schedule (Gantt chart) within the Project Implementation Plan in which the survey length is fully covered and the indicated survey time is

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			this is not stated in the requirements relating to cycle times in Tender Document in par 3.6.In the Tender Document there is only a mention of a Gantt chart in par 7.5.15. Could you please clarify what should be provided?	justified based on the number of vessels, number of passes, and speed (km/day).			
16.	2D-UHRS survey		In the Tender Document par 5.2.1 The Sustainable Campaign is mentioned as an Award Criterion. However, in the checklist of par 7.3.15 the Sustainable Campaign is not mentioned. How should the Sustainable Campaign Criterion be delivered?	The Sustainability of the proposed Campaign should be described within the Project Implementation Plan. This part of the implementation plan will be assessed on the basis of a project specific description/proof is provided of an efficient campaign minimizing emission (e.g. use of biofuel), measures taken to prevent loss of equipment, minimisation of use of materials that have a negative impact on the environment (oil, antifouling) and other relevant sustainable aspects.			
17.	2D-UHRS survey		In the Tender Document par 7.3.15 the checklist asks for a Letter of Confirmation (fill in Annex 5). This Letter is not mentioned anywhere else in the Tender Document or the Annexes. Could you elaborate what this is?	This Letter of Confirmation is <u>not</u> required. Please, <u>ignore</u> the last row of the checklist column that states: <table><tr><td>3.2 and 3.4 (fill in Annex 5)</td><td>Letter of Confirmation</td><td>Fill in and submit using 'Message' facility in Ten</td></tr></table>	3.2 and 3.4 (fill in Annex 5)	Letter of Confirmation	Fill in and submit using 'Message' facility in Ten
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