



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

Date: 31 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).

#	Lot	Subject	Question	Answer
18.	Sea bed survey, 2D-UHRS survey	DDW_20230613_RVO_G P_Lot2_2DUHRS_Annex 5_Section IV_SoW_F	2.3.4 states CONTRACTOR is fully responsible to "undertake any required additional measures in order to reduce the risk to as low as reasonably practical (ALARP)". For DDW-IA-Lot2 we consider this a valid element within the scope. In order to meet this requirement for DDW-IA-Lot1 additional survey needs to be executed and timings and costs are related to the number of samples scheduled in the respective lots and the distribution of the samples. Can you please inform on the starting points to be adopted to assess the this part of the SOW.	See answer to question 22.
19.	Sea bed survey, 2D-UHRS survey	DDW_20230613_RVO_G P_Lot2_2DUHRS_Annex 5_Section IV_SoW_F	2.3.3 Permits and Notifications. SOW informs of mandatory use of ADD system. We do see mentioning of Marine mammal Observers or PAMS. Can you please confirm these elements are not expected to be included as permit requirement and are not to be included in costing?	Elements like Marine Mammal Observers or PAMS are not included in the costing.

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20.	Seabed survey, 2D-UHRS survey	DDW_20230613_RVO_GP_Lot2_2DUHRS_Annex 5_Section IV_SoW_F	2.3.2.4 Multiple Vessels: It is stated multiple vessel solutions may be considered. Can you please inform, if a multi vessel solution is chosen, this is to be explicated in the DDW_RVO_GP_Lot2_2DUHRS_Annex 4_Cycle_Times_and_Prices_Rates_F? There is only a single cell entry available for vessel.	See answer to question 11.
21.	Seabed survey, 2D-UHRS survey	DDW_20230613_RVO_GP_Lot2_2DUHRS_Annex 5_Section IV_SoW_F	par 2.5.1. Seabed Material Classification. Can you please inform whether seabed material classification for DDW-IA-Lot1 is part of the Lot2 or Lot1 integration scope?	For Lot 2 the Seabed Material Classification (within the DDW-IA-Lot 2 area) will be based on both the seabed survey and the seabed sampling. For Lot 1 the Seabed Classification (within the DDW-IA-Lot1 area) is expected to be based on the seabed survey information only.
22.	2D-UHRS survey	DDW_20230613_RVO_GP_Lot2_2DUHRS_Annex 5_Section IV_SoW_F	par 2.4.7 and 2.3.2.2. sampling : Is it correctly understood that a total of 56 samples is to be acquired in DDW-IA-Lot2 & DDW-IA-Lot1. How will this quantity be distributed over the respective areas of interest? Please note the required information for distributing samples over DDW-IA-Lot1 may not be available to CONTRACTOR.	The planned 56 seabed sampling locations are anticipated to be distributed evenly over the DDW-IA-Lot1 and DDW-IA-Lot2 areas and the locations will be selected based on the Geological Desk Study and the available seabed survey data. The Lot 2 CONTRACTOR will be responsible for the seabed sampling plan for DDW-IA-Lot1 and DDW-IA-Lot2 based on the analysis of the Geological Desk Study and the available seabed survey data. For the DDW-IA-Lot2 area: the Lot 2 seabed survey data will be available before the seabed sampling will take place.

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				For the DDW-IA-Lot1 area: it is expected that the seabed survey data from Lot 1 will be available before the seabed sampling (Lot 2) will take place. In case the Lot 1 seabed survey data is not available yet, the seabed sampling (Lot 2) is expected to be executed along the tie-lines within the DDW-IA-Lot1 area, which are part of the Lot 2 scope.
23.	2D-UHRS survey	DDW_20230613_RVO_GP_Lot2_2DUHRS_Annex 5_Section IV_SoW_F	par 2.4.7. sampling states The objective of the seabed sediments sampling campaign is to collect grain size data to calibrate AGDS interpretation, and to inform seabed mobility. Can you please inform on the (limit of) responsibility of the Lot2 CONTRACTOR in relation to achieving this objective for sample extracted and processed in DDW-IA-Lot1?	See answer to question 22.
24.	2D-UHRS survey	DDW_20230613_RVO_GP_Lot2_2DUHRS_Annex 5_Section IV_SoW_F	par 2.4.7. sampling states that Grab samples shall only be conducted after the geophysical acquisition within a survey area is complete. Contractor has no control over the completion of the geophysical survey in DDW-IA-Lot1. Can RVO explicate how they intend to mitigate potential stand-by or remobilisation in case the geophysical survey is not timely completed in order to execute sampling works according to projected schedule for Lot 2?	See answer to question 22.
25.	2D-UHRS survey	DDW_20230613_RVO_GP_Lot2_2DUHRS_Annex	par 2.4.7. It is understood seabed sampling for lot 2 is to be conducted outside the area surveyed under Lot2. Can you please inform who will be responsible for supplying timely the sampling plan and information on potential (sub)seabed hazards at the sampling locations outside the Lot 2 (i.e.DDW-IA-Lot1) survey zone?	See answer to question 22.

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		5_Section IV_SoW _F		
26.	2D-UHRS survey	DDW_20230613_RVO_G P_Lot2_2DUHRS _Annex 5_Section IV_SoW _F	par 2.4.7 states as required elements a preliminary field analysis. For the survey area lot 2 this is clearly an element to be provided by CONTRACTOR within the scope. For the area surveyed under Lot 1, can you please clarify which CONTRACTOR will be responsible for the preliminary field analysis and resulting sampling plan?	See answer to question 22.
27.	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, 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?	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 justified based on the number of vessels, number of passes, and speed (km/day).
28.	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.

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29.	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 the 'Message' facility in TenderNed,</td></tr></table>	3.2 and 3.4 (fill in Annex 5)	Letter of Confirmation	Fill in and submit using the 'Message' facility in TenderNed,
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30.	Seabed survey, 2D-UHRS survey	Water column data - Annex 5 - Section IV Scope of Work 2.4.5 (page 25 of 54)	Annex 5 specifies that water column data shall be recorded when surveying "over wrecks or similar seafloor hazards ". - Can RVO specify "similar seafloor hazards" that might require water column data? - Any wreck or qualifying obstacle would require dedicated lines, as acquiring water column data continuously is not advised due to significant increase of raw MBES data volumes	CLIENT agrees there is no need to record the water column data over wrecks or similar seafloor hazards for all lots.			
31.	2D-UHRS survey	Track separation - Annex 5 - Section IV Scope of Work 2.4.10 (page 39 of 54)	Annex 5 specifies that: "A track separation (between SBP and Common Mid Point of the 2D-UHRS) threshold shall be set during the testing phase but shall not be greater than 15 m". In our line planning we have aligned the main lines for Lot 2 with the known predominant current direction in the area. We will put forward our best effort to avoid separation in excess of 15m, however in the event of cross-currents a greater separation cannot always be avoided and we would request a joint, constructive process and dialogue aimed at a reasonable resolution. Please advise RVO's view on this matter.	CLIENT would like to aim for a track separation threshold not greater than 15m and asks the CONTRACTOR to make their best effort to achieve this threshold. In case there is a well-grounded reason, accepted by CLIENT, that the set thresholds cannot be met, RVO is open to have a constructive dialogue to come to a supported solution.			

#	Lot	Subject	Question	Answer
32.	2D-UHRS survey	ALARP - Annex 5 - Section IV Scope of Work 2.3.4 (page 21 of 54)	Annex 5 specifies that: "CONTRACTOR is fully responsible to carry out an independent UXO risk assessment for the proposed seabed grab sampling locations in Doordewind and undertake any required additional measures in order to reduce the risk to as low as reasonably practical (ALARP)". On this basis we will take into consideration the performance of a SIT and the presence of a CS OOO onboard to the extent relevant for meeting the above requirement. Please confirm the adequacy of these measures.	The UXO risk assessment can be carried out based on the acquired/available seabed survey data. The goal is to avoid UXO during the seabed grab sampling campaign, which will be performed after the seabed survey data acquisition campaign. (see also the answer to Question 19). For the seabed grab sampling campaign, the UXO should have been identified (based on the seabed survey data) and be avoided. It is up to the CONTRACTOR to perform an additional SIT or to have a CS OOO onboard during the seabed sampling campaign if they do think that is necessary. All these costs should be incorporated in the CONTRACT PRICE.
33.	Seabed survey, 2D-UHRS survey	Positioning - Annex 5 - Section IV Scope of Work 2.4.4 (page 24 of 54)	"Annex 5 specifies that: ""USBL system accuracy: $\leq 0.5\%$ of Slant Range"". We prefer to define the requirement as $\pm 2\text{m}$. We carried out a detailed investigation over a representative sample acquired on a previous project with a comparable survey setup. SSS targets were picked in the waterfall section of SonarWiz and then compared with MBES position. A representative graph will be included in the PEP for clarification. The Kongsberg HiPAP 501 (Fugro Frontier & Fugro Pioneer) is compatible with SOW requirements in test tank conditions."	Only if the CONTRACTOR can demonstrate that the 2m accuracy is equivalent to (or better than) a $<0.5\%$ Slant Range accuracy as specified in the Scope of Work, it is acceptable to use this 2m accuracy.
34.	Seabed survey, 2D-UHRS	Side Scan Sonar - Annex 5 - Section IV Scope of Work	Depending on the waterdepth and distance between SSS and seismic source, there might be seismic noise visible in the SSS data. Best efforts will be made to minimize the seismic noise in the SSS data, however, under certain conditions seismic noise may still be present in the SSS data. The interpretability of the SSS data will not be affected. Please confirm agreement.	The goal of the SSS data is to interpret the near surface. For sake of interpretability, the CONTRACTOR should make their best effort to optimize the signal to noise ratio during both the acquisition and processing phase. As long as the interpretability of the SSS data is not affected, the presence of remaining seismic noise on the SSS data is acceptable.

#	Lot	Subject	Question	Answer
	survey	2.4.6 (page 30 of 54)		
35.	Seabed survey, 2D-UHRS survey	Magnetometer Survey - Annex 6 - Section IV Scope of Work 2.4.8 (page 35 of 54)	Annex 6 specifies that residual magnetic anomaly data must not be interpolated between adjacent lines and residual magnetic anomaly data must under no circumstances be gridded. In case of use of a transverse gradiometer is RVO anticipating that the residual magnetic anomaly data derived from the two magnetometers to be gridded?	Similar to the single magnetometer, the transverse gradiometer data should not be gridded.
36.	Seabed survey	Seabed Survey - Tender Document, Section 2.1	The description of assignment (2.1, p.9) of the Seabed Survey (SS) does not include SBP, however in requirements for equipment (3.2, p.12) SBP is included. To avoid any doubt, please confirm SBP is required for Lot 1 Seabed Survey (SS).	RVO confirms that SBP is required for the Seabed Survey for Lot 1.
37.	Seabed survey, 2D-UHRS survey	High resolution side scan sonar survey - Annex 6 - Section IV Scope of	Annex 6 specifies that the SSS survey should be carried out using simultaneous multiple channel, multiple frequency side scan sonar with at least two frequencies of ≥ 300 kHz and ≥ 600 kHz. The operational low and high frequency range of the intended survey equipment is marginally lower (e.g. high frequency around 528 kHz and 580 kHz) than the frequency stated by RVO. Can RVO confirm that this is acceptable?	If the CONTRACTOR can demonstrate that the SSS-resolution and coverage as specified in the Scope of Work can be met with a high frequency of 580kHz, it is acceptable to use this high frequency.

#	Lot	Subject	Question	Answer
		Work 2.4.6 (page 28 of 54)		
38.	Seabed survey, 2D-UHRS survey	Schedule - DDW_GP_20230613_Tender_Document_F AND DDW_20230613_RVO_GP_Lot2_2DUHRS_Annex 5_Section IV_SoW_F	"Section 2.3 in ""DDW_GP_20230613_Tender_Document_F.pdf"" specifies that: ""The anticipated commencement date of the Contract is provided in section 1.3. The end date is set at 31 December, 2025 for all lots. CONTRACTOR will have the flexibility to select the most convenient schedule within this contract period to perform the WORK. The WORK offered shall be conducted in a single campaign."" Yet, Section 1.9 in ""DDW_20230613_RVO_GP_Lot2_2DUHRS_Annex 5_Section IV_SoW_F.pdf"" specifies that processed data is desired by 1 July 2024 or required by 1 August 2024 and the report is ultimately required by 15 November 2024, which is very constrained and would not allow any flexibility to select the most convenient schedule as stated in the ITT. These specifications seem to contradict each other. Please clarify these differences and if possible explain the over-all requirement in relation to the project's development."	The Tender Document describes the general contract period which yields for all Lots. The end date is indeed set for 31 December. The Scope of Work for Lot 2 describes the Cycle Times with desired and required dates for this specific Lot. The dates / Cycle Times as mentioned in the Scope of Work and Annex [4] are leading. RVO does agree that the desired date (1 July 2024) and ultimate date (1 August 2024) set for the processed data and the interpretation report for two small areas within the DDW-IA-Lot2 (As defined in Scope of Work Section 1.9) are too tight. Therefore RVO proposes a new desired date (15 August 2024) and ultimate date (15 September 2024) which should allow more flexibility to provide the processed data and report. The dates have been adjusted in the updated Annex [4]. The contract period end date is still set for 31 December 2024. The key dates are indicated in the updated Annex [4] and now are as follows for Lot2: • Delivery of offshore processed survey data:

#	Lot	Subject	Question	Answer
				- o Desired date set by CLIENT (incl WoW) = 15 August 2024. - o Ultimate date set by CLIENT (incl WoW) = 15 September 2024 • Issue Final 2DUHRS & Seabed Survey & Seabed Sampling Interpretation Report - O Desired date set by CLIENT (incl WoW) = 1 October 2024. - Ultimate date set by CLIENT (incl WoW) = 15 November 2024.
39.	Seabed survey, 2D-UHRS survey	Schedule adjustment DDW_20230615_RVO_GP_Lot2_2DUHRS_Annex 4_Cycle Times_and_Prices_Rates_F	Will there be some flexibility in adjusting the survey execution time (earlier or later) relative to the cycle times specified by bidder in the tender offer with reasonable notice? Note that for an earlier start the number of WoW days (item i3) may exceed the maximum allowed in the spreadsheet (80).	It is correct that for an earlier start the WoW days might increase to an undesirable level. Therefore, an earliest start date of 1 March 2024 has been specified by RVO. The desired and ultimate dates, as mentioned in the Scope of Work Section 1.9 and Annex [4] have been adjusted as specified in the answer of Question 38. Only the delivery of the processed data and report have been adjusted. The start date for the survey (1 March 2024) has not been adjusted.
40.	2D-UHRS survey	Schedule - DDW_20230615_RVO_GP_Lot2_2DUHRS_Annex 4_Cycle Times_	The earliest start date allowed for is 1 March 2024. According to our calculations, a start on 1 March 2024 will in not allow offshore data processing completion by the ultimate date of 01 August 2024, let alone the desired date of 01 July 2024, as stipulated in Section 1.9 of "DDW_20230613_RVO_GP_Lot2_2DUHRS_Annex 5_Section IV_SoW_F". Is it possible to start earlier or complete later? If not possible, does RVO require a multiple vessel solution for Lot 2?	See answers to questions 38 and 39. Ultimate date for delivery has been adjusted per this MOI. Thus providing the option to deliver later than intended by the original Scope of Work for Lot 2 and Annex [4]. Possible impacts on schedule can also be made by offering one or multiple vessels. As stated in the Scope of Work Section 1.9:

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		and_Prices_Rates_F		"CONTRACTOR can offer a one or multiple vessel solution considering the intended start and end times of the survey.
41.	2D-UHRS survey	Schedule - DDW_20230613_RVO_G P_Lot2_2DUHRS_Annex 5_Section IV_SoW_F	Please clarify if your intent is indeed delivery of processed data OR completion of fieldwork by 1 July 2024.	See answer to Question 39.
42.	2D-UHRS survey	Schedule - DDW_20230613_RVO_G P_Lot2_2DUHRS_Annex 5_Section IV_SoW_F	Kindly advise if it would be possible to amend the final report delivery date from 1 November 2024 to Q1 2025.	The desired and ultimate dates, as mentioned in the Scope of Work Section 1.9 and Annex [4], are essential to the larger scope and timeline of the Doordewind project. The ultimate report delivery date will not be adjusted and will remain 15/Nov/2024. RVO does realize that this may lead to a timeline that might be challenging, but encourages the CONTRACTOR to make their best effort to deliver within the indicated schedule.
43.	Seabed survey / 2D-UH	Annex 5 Section I Draft Contract	""6.1 Please amend Defects Liability Period to 12 months (from completion)""	Not agreed.

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	RS sur vey			
44.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section I Draft Contract	""6.2 Please confirm that these 14 days will be paid standby days (if the suspension is not caused by CONTRACTOR)""	Yes, it is confirmed that if the suspension is <u>not</u> caused by the CONTRACTOR, the CONTRACTOR will be paid for standby days of the offshore WORK.
45.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section I Draft Contract	""6.5 Please provide insurance limits, CONTRACTOR needs to be able to assess if it can comply with the limits set by CLIENT.""	Article 6.5 of the Contract has to be filled in by Contractor prior to the definitive award of Contract. Tenderers have to make sure that they are adequately insured on the subjects given in the Draft Contract. This consideration has to be made by the Tenderer itself. The amounts for the insurance depend on the offered services and the ships that are going to be used. However the CLIENT will assess this during the standstill period.
46.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section I Draft Contract	""6.8 Please delete the penalties for breach of confidentiality""	Not agreed.

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47.	Sea bed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"4.4 please delete: ""or, where no such purpose is defined, fit for its ordinary purpose."" "	Not agreed. CLIENT must be able to trust that the materials and tools to be used by the CONTRACTOR are suitable. CONTRACTOR must be able to make this estimation by itself.
48.	Sea bed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	""4.6 Please include at the end: """"CONTRACTOR shall not be responsible for delays incurred due to providing such reasonable access."""" Furthermore, please confirm that the CLIENT shall give to the CONTRACTOR non-exclusive right of access to the WORKSITE and possession of part of the WORKSITE under the control of the COMPANY as required for the good and proper performance of the WORK and the remedying of any defects, in accordance with (but subject always to any WORKSITE usage restrictions) set out in the PROGRAMME. If the CONTRACTOR incurs delays which are not due to the CONTRACTOR GROUP, the CONTRACTOR shall be entitled to an extension of the KEY DATES subject to the submission of its claim in accordance with Clause 11."" ""	part 1 of the question: CoC will be amended as follows: CONTRACTOR shall not be responsible for delays incurred due to providing such reasonable access in case the decision to delay has been agreed with the CLIENT OFFSHORE REPRESENTATIVE prior to the delay. Part 2 of the question: Agreed. Only remark is that if the Contractor and CLIENT agree on that the delay is not due to the Contractor, the Contractor shall be entitled to an extension of the key dates.
49.	Sea bed survey , 2D-UHRS	Annex 5 Section II of Conditions of Contract	""Clause 4.8 Please change as follows: On completion of the WORK or any portion thereof, the CONTRACTOR shall without delay clear and remove all equipment and materials provided by the CONTRACTOR including debris provided that such equipment, materials and/or debris is bigger than 0,5M2 in size and can be found within 2 hours of proper searching , thereby leaving the WORKSITE in a clean, tidy and safe condition.""	Proposal not agreed. Contractor will have to prove by means of analysis (cost-benefit) that search is reasonable within operational boundaries. All lost equipment (small or large) should be notified to CLIENT and mitigation discussed and agreed between CONTRACTOR and CLIENT.

#	Lot	Subject	Question	Answer
	survey			
50.	Seabed survey, 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	""4.9 Please include at the end: (...), for the cost and account of CLIENT.""	Not agreed
51.	Seabed survey, 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"6.2 Please include at the end: "Notwithstanding the foregoing, selection of geophysical equipment shall be based on information received from the CLIENT and the CONTRACTOR accepts no liability in respect of seabed conditions differing from those identified in the TECHNICAL INFORMATION, with any such difference in seabed and sub-seabed conditions representing a VARIATION and entitling the CONTRACTOR to an increase to the CONTRACT PRICE and modification to the SCHEDULED COMPLETION DATE to reflect any delay or additional cost incurred as a result thereof."	CoC will be amended as follows: However, selection of geotechnical equipment shall be based on information received from the CLIENT and the CONTRACTOR accepts no liability in respect of seabed conditions differing from those identified in the TECHNICAL INFORMATION including variations in those seabed conditions which are not UNFORSEEABLE, with UNFORSEEABLE differences in seabed and sub-seabed conditions representing a VARIATION and entitling the CONTRACTOR to an increase to the CONTRACT PRICE and modification to the SCHEDULED COMPLETION DATE to reflect any delay or additional cost incurred as a result thereof.
52.	Seabed survey, 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	""8.1 (a) Please replace by: The CLIENT shall neither assign the CONTRACT nor any part of it or any benefit or interest in or under it without the prior approval of the CONTRACTOR, which shall not unreasonably be withheld or delayed.""	Not agreed.

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53.	Sea bed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"10.2(a) Please delete: "" , and that the WORK will be free from defects."" (or alternatively: define ""defects"")"	Proposal not accepted, because it would undermine the intention of this clause.
54.	Sea bed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"10.2-b Please add at the end: "For the avoidance of doubt, CONTRACTOR's liability to reacquire data or rectify defective WORK shall cease immediately upon CONTRACTOR's departure from the offshore WORKSITE to commence demobilisation. Following CONTRACTOR's departure from the offshore WORKSITE, CONTRACTOR's liability to rectify defects shall be limited to the onshore remedying of defects, meaning re-analysis of data and re-issuing of reports"""	Not agreed. But the text of Clause 10.2 (b) will be amended to: "The CONTRACTOR's liability to reacquire data or samples shall cease immediately upon the relevant vessel's Offshore completion certificate has been signed by the CLIENT or CLIENT OFFSHORE REPRESENTATIVE. Following signing of the offshore completion certificate , the CONTRACTOR's liability to rectify defects will be limited to the re-analysis of data and re-issuing of reports, except if the defect is of such extent that it renders the WORK substantially unusable for the COMPANY or if the data or samples are lost due to the CONTRACTOR's negligence. In the event that the WORK is substantially unusable the PARTIES will agree a suitable way forward to remedy the defect or otherwise address the issue, and the CONTRACTOR shall at its option, either remedy the DEFECT by remobilising the VESSEL at its own cost, or refund to COMPANY that portion of the cost to COMPANY which was paid to CONTRACTOR for acquiring the WORK that is defective."

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55.	Sea bed survey, 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"10.2(C) Please include at the start: ""Subject always to clause 10.2 b (no obligation for CONTRACTOR to remedy defects offshore after departure from the offshore WORKSITE)""	Proposal not accepted. Please see answer 54, only in the situation that the activities referred to in Article 10.2 c) are an extension of the activities carried out in Article 10.2.
56.	Sea bed survey, 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"10.2(C) - second one First of all, please note that there is a typo: the second clause 10.2 C should be clause 10.2 D (and so on). Please include at the start: ""Subject always to the right of CONTRACTOR to get the reasonable opportunity to rectify defects and/or non-compliances""	1. Correct. Second clause 10.2.c should be clause 10.2.d. 2. Not agreed, because it would undermine the intention of this clause.
57.	Sea bed survey, 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"10.2(E) Please include between ""a"" and ""time frame"" in the first sentence: ""reasonable""	Not agreed, because it would undermine the intention of this clause.
58.	Sea bed	Annex 5 Section	"11.1 (1st paragraph) please delete:	Proposal not accepted.

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	survey , 2D- UHS survey	II of Conditions of Contract	""Additional work or new information which the CONTRACTOR could have foreseen when the CONTRACT was signed shall not entitle CONTRACTOR to an upward VARIATION."" This is subjective, the scope is either clearly described in the information provided by the CLIENT or it is not."	Reason: It is an experienced CONTRACTOR's duty to fully familiarise itself with all the project requirements and situations that could be foreseen prior to contract signing and commencement of the works.
59.	Seabed survey , 2D- UHS survey	Annex 5 Section II of Conditions of Contract	"11.1 (3rd paragraph) This does not seem to be balanced with regards to the provisions in the 1st paragraph of this article, especially regarding the ""new information"", please change as follows: delete ""any new information that is brought to the notice of the CLIENT or"" include after ""less demanding or extensive"" ""and the impact on the WORK is bigger than 10% of the original scope of WORK"" "	First proposal is not accepted. The CLIENT wants to keep the possibility open that new information will also lead to less work. Second proposal is also not accepted. The CLIENT does not see the need for paying for WORK that no longer has to be performed.
60.	Seabed survey , 2D- UHS survey	Annex 5 Section II of Conditions of Contract	"12.2(D) Please include between ""explosion"" and ""and/or"": "" , named storms, hurricanes""	CLIENT agrees to add 'hurricanes' to clause 12.2 (D). Proposal to add 'named storms' is not accepted.
61.	Seabed survey	Annex 5 Section II of Conditions	"12.2 (G) Please include (new) sub (G):	The following will be added to clause 12.2: Any unforeseen governmental or local restrictions resulting from the COVID 19 pandemic that have an impact on the execution of the WORK.

#	Lot	Subject	Question	Answer
	, 2D- UH RS sur vey	ns of Contract	Pandemics, epidemics or any governmental or local restrictions resulting from the COVID 19 epidemic. "	
62.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section II of Conditio ns of Contract	"12.4 Please include at start of clause: ""Subject to clause 12.6 and""	Proposal not accepted.
63.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section II of Conditio ns of Contract	"12.7 (new) Please insert new clause as follow: In the event the situation of force majeure exceeds 30 days, both PARTIES shall have the right to terminate the CONTRACT with 14 days prior notice."	Proposal not accepted.
64.	Sea bed sur vey , 2D-	Annex 5 Section II of Conditio ns of Contract	"13.9 (new) please include a new clause as follows: ""CONTRACTOR shall have the right to suspend the WORK or any part thereof, for failure of the CLIENT to meet its payment obligations, provided that CONTRACTOR has	Not accepted.

#	Lot	Subject	Question	Answer
	UH RS sur vey		informed CLIENT that amounts are overdue and CLIENT has failed to remedy that default within 14 days from the date of such notice of default."""	
65.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section II of Conditio ns of Contract	"13.10 (new) Please include new clause as follows: ""CLIENT agrees that CONTRACTOR shall be reimbursed at the operational day rate for provision of the vessel during any period of suspension of its work, unless the CONTRACTOR elects to demobilise the vessel from the WORK pending receipt of payment, after which the CONTRACTOR shall remobilise in a reasonable time subject to its other contractual commitments, and shall be entitled to payment of any costs associated with resumption of performance (including a remobilisation fee).""	Proposal not accepted Condition of Contract clause 13 is clear on costs in case of suspension. In the event CLIENT instructs a suspension without defect or cause by CONTRACTOR the costs are reimbursable as per Annex III or under clause 11 (variations). Contractor shall inform CLIENT on the associated costs during the suspension and it is up to CLIENT to allow CONTRACTOR to demobilize from the work pending on the associated costs.
66.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section II of Conditio ns of Contract	14.7 Third paragraph: Please include new sentence after first sentence as follows: ""CLIENT shall provide CONTRACTOR two work days prior notice of such audit, specifying the documents it wishes to audit.""	Proposal not accepted.
67.	Sea bed sur vey , 2D- UH	Annex 5 Section II of Conditio ns of Contract	14.12 Please delete following phrase: "on account of the CLIENTS's failure to pay an invoice within the stipulated time limit, or"	Proposal not accepted.

#	Lot	Subject	Question	Answer
	RS sur vey			
68.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section II of Conditio ns of Contract	""15.7 Please reinstate wording 15.7 (LOGIC) as follows: The CLIENT shall save, indemnify and hold harmless the CONTRACTOR against all levies, charges, contributions and taxes of the type referred to in this clause 15 and any interest and penalty thereon which may be assessed by any appropriate governmental authority whether of the Netherlands or elsewhere, on the CLIENT in connection with the CONTRACT and from all costs incurred in connection therewith, other than those taxes and other matters referred to above which the provisions of the clause 15 will allow CLIENT to recover from the CONTRACTOR. ""	Proposal not accepted.
69.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section II of Conditio ns of Contract	"15.8 (new) Please insert new clause as follows: Any change in tax law which occurs after the date of signing this CONTRACT and which results in CONTRACTOR incurring increased costs under this CONTRACT will be fully compensated by CLIENT. "	Proposal not accepted.
70.	Sea bed sur vey , 2D- UH RS	Annex 5 Section II of Conditio ns of Contract	"17.13 (new) please include new clause: ""Notwithstanding any other clause in this CONTRACT, the CONTRACTOR and its AFFILIATES shall be entitled to retain copies of and may use data acquired by the CONTRACTOR during performance of the WORK internally and, subject to anonymising it through blurring, scrambling, aggregation or	_ Clause 17.13 added as: ""Notwithstanding any other clause in this CONTRACT, the CONTRACTOR and its AFFILIATES shall be entitled to retain copies of and may use data acquired by the CONTRACTOR during performance of the WORK internally and, subject to anonymising it through blurring, scrambling, aggregation or other means so that the CONTRACTOR'S confidentiality is assured, externally

#	Lot	Subject	Question	Answer
	survey		other means so that the COMPANY's confidentiality is assured, externally for business purposes of the CONTRACTOR and its AFFILIATES, including but not limited to, re-checking calculations and previous interpretations, enriching knowledge and understanding of the CONTRACTOR and its AFFILIATES, general re-use, re-working, aggregation and machine learning. However, copyright in any final report shall be exclusively owned by the COMPANY."""	for business purposes of the CONTRACTOR and its AFFILIATES, including but not limited to, re-checking calculations and previous interpretations, enriching knowledge and understanding of the CONTRACTOR and its AFFILIATES, general re-use, re-working, aggregation and machine learning. The data and information will not be shared by the CONTRACTOR with external parties during the execution of the WORK and thus contract period unless CLIENT gives approval. The copyright in the final report shall be exclusively owned by the CLIENT.
71.	Seabed survey, 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"18.2 Please replace clause by following new clause: ""The CONTRACTOR shall obtain all licences, permits, temporary permits and authorisations required by the applicable laws, rules and regulations for its own personnel and equipment, save to the extent that the same can only be legally obtained by the CLIENT. At the request of the CONTRACTOR, the CLIENT shall without undue delay endeavour in every reasonable way to assist the CONTRACTOR obtain any licence, permit, temporary permit or authorisation required in relation to the foregoing. The CLIENT shall obtain all other licences, permits, temporary permits and authorisations required by the applicable laws, rules and regulations for the performance of the WORK, save to the extent that the same can only be legally obtained by the CONTRACTOR. At the request of the CLIENT, the CONTRACTOR shall without undue delay endeavour in every reasonable way to assist the CLIENT obtain any licence, permit, temporary permit or authorisation required in relation to the foregoing""	Proposal is not accepted. Contractor is responsible for obtaining all licenses, "save to the extent that the same can only be legally obtained by the CLIENT." CLIENT would assist only if its assistance would be indispensable to obtain the license.

#	Lot	Subject	Question	Answer
72.	Sea bed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"19.1 -C Please delete: "" , CLIENT REPRESENTATIVE or other temporary hires of CLIENT"" this is not an acceptable indemnity requirement and contradicts the knock for knock principle that is industry practise. Why would it be fair to deviate from this if only beneficial to the CLIENT? Also CLIENT is best placed to insure and indemnify the client representatives for these risks and possible damages"	Not accepted, the CONTRACTOR must be responsible for the damage caused and attributable to it. This includes the damage that the CONTRACTOR causes to persons with whom it cooperates. This is not damage for which the CLIENT should be held liable.
73.	Sea bed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"19.1-D Not acceptable, this risk should not be placed with the CONTRACTOR. If such third party Oil and Gas production facilities, wind turbine generators etc. are present at the vicinity of the Worksite, and the CLIENT wants the CONTRACTOR to perform its services in the vicinity of such infrastructure, it is at CLIENT's risk if damages occur. CLIENT is best placed to insure these types of risks. CONTRACTOR should not be put in the position to indemnify CLIENT for any such risks and damage including consequential losses therefrom. An acceptable risk profile will need to be discussed between the Parties."	Not accepted.
74.	Sea bed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"19.2-B please delete: ""and in so far CONTRACTOR is not liable according to clause 19.1 (c)"""	Not accepted.
75.	Sea bed	Annex 5 Section	"19.2 D (new) Please reinstate LOGIC wording and include following sub-	Proposal not accepted.

#	Lot	Subject	Question	Answer
	survey , 2D- UHS survey	II of Conditions of Contract	clause on third party infrastructure as this risk needs to be allocated to Client (this is industry practice and this risk should not lie with the Contractor): ""loss of, damage to or recovery of any third-party infrastructure within 500m of the WORKSITE including but not limited to oil and gas facilities, pipelines, wind turbines, telecommunications infrastructure and consequential losses and pollution arising therefrom where such loss, damage or recovery arise from or in connection with the performance of the CONTRACT. This Clause 19.2(d) shall apply notwithstanding Clause 19.1(c)""	Reason: Clause 19.2 (d) has already been deleted and should not be reinstated (with amendments).
76.	Seabed survey , 2D- UHS survey	Annex 5 Section II of Conditions of Contract	"19.3 please replace ""19.1 (a) and 19.1 (b)"" with ""19.2(a) and 19.2(b)"" and please replace ""the property of the CLIENT"" with ""the property of the CONTRACTOR"" CONTRACTOR cannot indemnify the CLIENT for pollution emanating from CLIENT's property, this is CLIENT's risk. CONTRACTOR's indemnity obligation regarding pollution should be limited to pollution emanating from CONTRACTOR's property. Each Party will have to indemnify the other party for pollution emanating from its property regardless of cause. That is what the knock for knock principle in the industry is used for. Also refer to the principle that the Client is already using in article 19.4"	Proposal accepted
77.	Seabed survey , 2D- UHS	Annex 5 Section II of Conditions of Contract	"19.4 Please delete: ""wrecks, debris, sunken or floating equipment or materials""	Proposal not accepted.

#	Lot	Subject	Question	Answer
	survey			
78.	Sea bed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"21.1 (first paragraph) In line 1 after "loss of use" please insert “(including, without limitation, loss of use or the cost of use of property, equipment, materials and services including without limitation, those provided by CONTRACTORS or subcontracts of every tier or by third parties)”	Proposal not accepted.
79.	Sea bed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"22.2(E) Please replace ""five (5) years"" by ""two (2) years""	Proposal not accepted.
80.	Sea bed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"22.4 Please delete following phrase: ""For the purposes of this Clause, ""third parties"" also refers to parties with an own legal entity, with whom the CONTRACTOR has a group relationship."" CONTRACTOR should be able to share information with its group companies without prior approval CLIENT, insofar this is necessary for the purpose and the performance of the services. "	Proposal not accepted.
81.	Sea bed	Annex 5 Section	"24.2 Please insert following wording between ""proceed"" and	Proposal accepted, clause 24.2 amended as follows:

#	Lot	Subject	Question	Answer
	survey , 2D-UHRS survey	II of Conditions of Contract	""with action"": ""within a reasonable period as notified by CLIENT"" "	In the event of default on the part of the CONTRACTOR and before the issue by the CLIENT of an order of termination of all or any part of the WORK or the CONTRACT, the CLIENT shall give notice of default to the CONTRACTOR giving the details of such default. If the CONTRACTOR upon receipt of such notice does not commence and thereafter continuously proceed with action, within a reasonable period as notified by CLIENT, satisfactory to the CLIENT to remedy such default the CLIENT may issue a notice of termination in accordance with the provisions of Clause 24.1.
82.	Seabed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"24.8 (new) Please insert new clause as follows: ""CONTRACTOR shall have the right to terminate the CONTRACT or any part thereof, for failure of the CLIENT to meet its payment obligations, provided that CONTRACTOR has informed CLIENT that amounts are overdue and CLIENT has failed to remedy that default within 30 days from the date of such notice of default.""	Proposal not accepted.
83.	Seabed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"29.6 Please indicate if 11.4 C (claim for a variation) is considered a formal notice or standard business communication in this clause 29.6 (as CONTRACTOR can lose its right to payment if a claim for a variation is not properly sent)"	It is considered a formal notice in the sense of article 29.6.
84.	Seabed	Annex 5 Section	"30.1 (A) + (B) The liability cap reference to clause 30.1 (a) and (b) is	See answer question nr. 9

#	Lot	Subject	Question	Answer
	survey , 2D-UHRS survey	II of Conditions of Contract	missing in Section I. As a liability cap of 3 times the contract value is in any case unacceptable for Contractor on a contract of this size/value, the following is proposed: The total liability cap of 50% of the contract price will apply (and no division between before and after completion will be made). This would provide for a balanced risk profile and will prevent unreasonable risk exposure for Contractor. Please delete: ""which shall be at least one time the CONTRACT PRICE, or in absence of such sum, three times the CONTRACT PRICE""	
85.	Seabed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"30.1 (B) - > please refer to previous qualification please change ""per event"" to ""in total aggregate"" Please delete: ""which shall be at least one time the CONTRACT PRICE, or in absence of such sum, three times the CONTRACT PRICE"	Not agreed. See answer question number 9.
86.	Seabed survey , 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"30.1 third paragraph (carve-outs) Please delete "", or to any indemnity given by the CONTRACTOR under the CONTRACT" Please delete "" and the limitation under Clause 30.1(b) shall not apply to any costs arising from any cause of action of the CLIENT notified to the CONTRACTOR before the date of completion of the WORK" This should be ""notified to the CONTRACTOR before the date of submission of CONTRACTOR's final proposal""	Proposal not accepted
87.	Seabed survey	Annex 5 Section II of	"30.1 carve-outs sub (a) and (c) Please include at the end (a) ""if caused by CONTRACTOR"	30.1 sub A: Proposal accepted. 30.1 sub C: proposal accepted.

#	Lot	Subject	Question	Answer
	vey , 2D- UH RS sur vey	Conditio ns of Contract	As the CONTRACTOR can accept such risk for compensation of third party claims only if the death/injury is caused by the CONTRACTOR And please in sub (c) include at the end: ""by CONTRACTOR"" as this can only apply to a breach by CONTRACTOR."	
88.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section II of Conditio ns of Contract	"30.2 period not specified in Section I, please specify limitation period."	Given the size and nature of the assignments, the CLIENT adheres to the applicable Dutch statutory limitation periods that apply to this category of claims
89.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section II of Conditio ns of Contract	"32.2 Please explain the use of the Third Party definition and the reference to ""any member of the Client or Contractor Group"". What kind of members is being referred to? Third party is also already defined in clause 19.1 C"	The definition of Third Party in Clause 32 is the same as in Clause 19.1 (c). "Third party" shall mean any party which is not a member of the CLIENT, a CLIENT REPRESENTATIVE or temporary hire of CLIENT, or any party which is not a member of the CONTRACTOR GROUP; The Conditions of Contract will be amended accordingly, also for future use.
90.	Sea bed sur vey , 2D- UH RS	Annex 5 Section II of Conditio ns of Contract	"34 please include after ""The CONTRACTOR shall"" the following wording: "" - provided always that the wreck and/or debris is bigger than 0,5M2 in size, can be found within 2 hours of proper searching and is located up to a maximum of 0.5 meter below the seabed - ""	Proposals not accepted Contractor will have to prove by means of analysis (cost-benefit) that search is reasonable within operational boundaries. All lost equipment (small or large) should be notified to CLIENT and mitigation should be discussed and agreed between CONTRACTOR and CLIENT.

#	Lot	Subject	Question	Answer
	survey		Please replace ""when such marking or lighting of is required"" with ""when such removal, marking or lighting of is required"" Please replace ""or where such wreck or debris is interfering"" with ""and where such wreck or debris is interfering""	
91.	Seabed survey, 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"39 Please include the right for CONTRACTOR to use the collected data for non-commercial purposes in this clause."	Proposal not accepted. See answer question 70.
92.	Seabed survey, 2D-UHRS survey	Annex 5 Section II of Conditions of Contract	"40 Please include at the end: However, notwithstanding anything to the contrary included elsewhere in the CONTRACT, breakdown of any vessel or equipment utilised by CONTRACTOR in performance of the WORK shall not constitute a breach of contract and CLIENT's remedy in respect thereof shall be limited to suspension of CONTRACTOR's relevant hire charges at the point that no productive work is being performed by the CONTRACTOR, provided always that the CONTRACTOR shall be allowed two (2) hours maintenance allowance per day for maintenance and repair of its vessel and equipment, which if unused may be accrued for use at a later date up to a cumulative total of twelve (12) hours, during which time unit rates shall continue to apply."	Proposal not accepted
93.	Seabed survey	Annex 5 Section II of	"42.a Please include after ""If the CONTRACTOR"" : ""due to reasons within CONTRACTOR's control""	1. Proposal for including text: Not agreed. See Force Majeure in Section 12 Conditions of Contract. 2. Clarity on reference to LOT1 and LOT2, please see answer to question 10. A note: The structure of the

#	Lot	Subject	Question	Answer
	vey , 2D- UH RS sur vey	Conditio ns of Contract	Please provide clarity on the references to Lot 1 and Lot 2 as the contract does not refer to Lots. The total LD's per day cannot exceed 0.2% of the contract price, please amend clause accordingly. Please replace ""It is the responsibility of the CONTRACTOR to minimize knock-on effects of each delay."" with ""In the event of a delay the has a knock on effect to other KEY DATES under the CONTRACT, the CONTRACTOR will be entitled to a VARIATION to change the KEY DATES accordingly""	LD's is more complex, Please see chapter 5.3.1 of the remuneration document (Annex 5 – section III). 3. Proposal for replacing text: Not agreed.
94.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section II of Conditio ns of Contract	"42.b (ii) please delete ""(ii) the right to be compensated for damages"" as the LD's should be CLIENT's sole and exclusive financial remedy for delays."	Proposal not accepted. CLIENT will not accept a limitation or restrictions to its rights under the Contract and Dutch Law.
95.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section II of Conditio ns of Contract	"42.e Please change total cap on LD's to 5% of the CONTRACT PRICE in aggregate."	Proposal not accepted. See question nr. 10.
96.	Sea bed sur vey	Annex 5 Section II of Conditio	"42.f (new) Please include a new sub-clause 42.f as follows: The Liquidated Damages shall be the sole and exclusive	Proposal not accepted. CLIENT will not accept a limitation or restrictions to its rights under the Contract and Dutch Law.

#	Lot	Subject	Question	Answer
	, 2D- UH RS sur vey	ns of Contract	financial remedy for the CLIENT for delays under the CONTRACT."	
97.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section II of Conditio ns of Contract	"44 Ground Risk Please delete the last part: "", then such re-positioning shall be deemed to be included in the CONTRACT PRICE""	Proposal not accepted
98.	Sea bed sur vey , 2D- UH RS sur vey	Annex 5 Section II of Conditio ns of Contract	""45 (new clause) please include new clause as follows: 45.1 The PARTIES shall ensure that they treat the personal data received from the other PARTY in accordance with the requirements of the General Data Protection Regulation (2016/679/EU) and any other applicable laws and/or regulations. More in particular, each PARTY shall not process, transfer, modify or amend the data received from the other PARTY, nor use it for any other purpose than for the purpose it has been disclosed. Each PARTY shall treat the personal data as confidential, limit access only to those persons who need access to the data, and shall not store or save the personal data any longer than necessary to carry out the purpose for which the data was disclosed to that PARTY. 45.2 To the extent either PARTY processes personal data on behalf of the other PARTY, the PARTIES shall enter into a Data Processing Agreement.""	The first proposed amendment (45.1) is accepted, although the expectation is that there will be no personal data processed by CLIENT. The second proposed amendment (45.2) is also accepted, although the CLIENT does not expect that a Data Processing Agreement will become necessary for this assignment.

#	Lot	Subject	Question	Answer
99.	Sea bed survey , 2D-UHRS survey	Annex 5 Section III Remuneration	""5.1 Please include the following principle: """"Liquidated Damages shall be CLIENT's sole and exclusive financial remedy for delays under this CONTRACT."""" ""	Proposal not accepted. See answer to question 94.
100.	Sea bed survey , 2D-UHRS survey	Annex 5 Section III Remuneration	""5.3.1 Please change the maximum total sum of LD's for (a) and (b) per day to a maximum of 0.2% of the contract price for each calendar day that the CONTRACTOR fails to complete or provide the deliverables. Please amend the total maximum cap on LD's (last sentence 5.3.1.) to 5% of the CONTRACT PRICE""	Proposals not accepted. See answer to question 95.
101.	Sea bed survey , 2D-UHRS survey	Annex 5 Section III Remuneration	"5.3.2 Please change the total maximum cap for LD's to 5% of the CONTRACT PRICE. "	Proposal not accepted, but the total cap will be changed. The total maximum cap on aggregated Liquidated Damages is 10% of the CONTRACT PRICE.
102.	Sea bed survey ,	Annex 5 Section III Remuneration	5.3.2 Please remove in 3rd paragraph "the right to damages" as the LD's are the sole financial remedy for delays.	Proposal not accepted. CLIENT will not accept a limitation or restrictions to its rights under the Contract and Dutch Law.

#	Lot	Subject	Question	Answer
	2D-UHRS survey			
103.	Sea bed survey , 2D-UHRS survey	Annex 5 Section III Remuneration	5.4 Please provide clarity on the whether or not monthly invoicing is allowed for services performed in the particular month.	The offshore works completed and approved can be invoiced monthly until retention limit is reached. CLIENT will only accept invoices for deliverables (reports) when final deliverables (reports) have been accepted.
104.	Sea bed survey , 2D-UHRS survey	Proposal documentation	Would it be acceptable if ancillary documents, such as the HSSE plan, are prepared to cover multiple lots and then duplicated with the submission for each lot?	Yes, this is allowed, but please rename the document to the respective lots and mark clearly on the front page to which lot the document applies. That's easier for reference and reviewing. And it is the responsibility of the Tenderer that the information in the document is correct.
105.	Sea bed survey , 2D-UHRS survey	Exceptions to the ITT documents	Please confirm that supplier is allowed to submit technical and legal exceptions to the ITT documents.	Submitting legal documents with Tenderer's own terms and conditions is not allowed and will lead to exclusion. Submitting additional documents with technical information and details as part of the proposal is allowed.

#	Lot	Subject	Question	Answer															
	3D-UHRS survey																		
106.	3D-UHRS survey	Technical	1. Can RVO extend the minimum offset distance from 10 meters to 30 meters and can you please confirm that the minimum offset distance refers to the radial distance between the source and the nearest receiver for any given streamer? 2. Is it acceptable for 2/3 of the CMP lines to meet the criterion above? 3. Please supply the coordinates of the metocean buoys.	1. The minimum offset distance between the source and the nearest receiver of the streamer located directly behind the source is, and will remain, 10 meters. It is recognized that, in case multiple streamers are towed, it is possible that not all streamers have the same minimum offset between the source and the nearest receiver of the streamer. Nevertheless, the CONTRACTOR is encouraged to keep the minimum offset as small as possible, e.g. by using multiple sources and/or radial cross cables. 2. It is acceptable if 2/3 of the CMP lines meet the 10 meter minimum offset criterion. 3. CLIENT currently has two metocean campaigns ongoing. The locations of the moorings are indicated below. Please be aware that the buoys will move in a radius of 100-150 m around the mooring. The locations of the buoys at the time of acquisition might deviate from the current locations. <table><tr><th>DDW1 (ETRS89-31N)</th><th>Easting</th><th>Northing</th></tr><tr><td>Lidar Buoy 1</td><td>655,344</td><td>6,008,002</td></tr><tr><td>Wave Buoy 1</td><td>655,540</td><td>6,008,140</td></tr><tr><td>Lidar Buoy 2</td><td>654,462</td><td>6,008,106</td></tr><tr><td>Wave Buoy2</td><td>654,624</td><td>6,008,143</td></tr></table>	DDW1 (ETRS89-31N)	Easting	Northing	Lidar Buoy 1	655,344	6,008,002	Wave Buoy 1	655,540	6,008,140	Lidar Buoy 2	654,462	6,008,106	Wave Buoy2	654,624	6,008,143
DDW1 (ETRS89-31N)	Easting	Northing																	
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#	Lot	Subject	Question	Answer												
				DDW2 (ETRS89-31N) <table><tr><td></td><td>Easting</td><td>Northing</td></tr><tr><td>Lidar Buoy 1</td><td>671,999</td><td>6,017,657</td></tr><tr><td>Lidar Buoy 2</td><td>672,999</td><td>6,017,657</td></tr><tr><td>Bottom-mounted ADCP</td><td>672,249</td><td>6,017,407</td></tr></table>		Easting	Northing	Lidar Buoy 1	671,999	6,017,657	Lidar Buoy 2	672,999	6,017,657	Bottom-mounted ADCP	672,249	6,017,407
	Easting	Northing														
Lidar Buoy 1	671,999	6,017,657														
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Bottom-mounted ADCP	672,249	6,017,407														
107.	Sea bed survey	DDW_20230613_RVO_GP_Lot1_SS_Annex 5_Section IV_SoW_F	1.7 states the close vicinity of the NL/DE maritime boundary. It does not mention the very close proximity of the German operational windfarms; Deutsch Bucht & Veja Mate and the German future WF development zones. Does RVO have any cooperation agreements in place with the operators of these windfarms and development zones when it comes to planning of overlapping acoustic survey operations and USBL beacon frequency management plans.	There is a spacing of 500m between the investigation areas (DDW-IA-Lot1 and DDW-IA-Lot3) and the Dutch/German border. The German windfarms are also located 500m from the Dutch/German border. RVO does not have any cooperation agreements in place with the operators of the German windfarms. CLIENT presumes that the USBL beacon frequency codes used by the CONTRACTOR are unique to prevent cross talk / interference. In case the CONTRACTOR expects that its operations will be interfering with potential surrounding activities, it is up to the CONTRACTOR to make arrangements with the concerning parties.												
108.	Sea bed survey, 2D-UHRS survey	DDW_20230613_RVO_GP_Lot2_2DUHRS_Annex 5_Section IV_SoW_F	"1.7 states that the CONTRACTOR shall make allowances for time-sharing arrangements on the survey plans with other CONTRACTORS working on the site. Given that all three workscopes are desired to start at the same time and it is likely that the Lot3 3D-UHRS activities will be given the highest time-sharing priority. With the total amount of survey days for Lot 3 roughly equalling the same amount of days as Lot 1 & Lot 2 combined. It is likely that if all lots are started at roughly the same time, then the operations in Lot 1 & 2 will be severely held back and	CLIENT expects the SIM-OPS between Lot 2 and Lot 3 to be limited, since DDW-IA-Lot2 and DDW-IA-Lot3 have a very limited overlap and mainly the Lot 2 Tie-lines are located within DDW-IA-Lot3. Besides, RVO would like to note that the deadlines for Lots1&3 and Lot 2 differ. CLIENT is planning to compose a SIM-OPS plan together with the CONTRACTORS of the three Lots, based on which the timelines can be discussed.												

#	Lot	Subject	Question	Answer
	, 3D- UH RS sur vey		significantly delayed by the time sharing agreement. Does RVO agree that if there is going to be SIM-OPS going on between the work in Lot 3 and any of the other two lots, then the current processing and reporting deadlines for Lots 1&2 are too ambitious and might need to be extended? Does RVO agree that it might not be operationally viable to run SIM-OPS with different Seismic and sub-bottom surveys in close proximity for an extended overlapping survey period and there might have to be flexibility in different Lot's survey operations to run over different periods and deadlines moved accordingly?"	
109.	Sea bed sur vey , 2D- UH RS sur vey	DDW_20 230613 _RVO_G P_Lot2_ 2DUHRS _Annex 5_Sectio n IV_SoW _F	2.3.2.1 States that minimum length of any line or line segment shall be 500m. Is there the possibility for a small amount of shorter lines where the site polygon area narrows in the corners. Or should these shorter lines be extended to meet the 500m minimum, therefore extending the surveyed area extents?	For sake of interpretability the shorter lines should be extended to meet the 500m minimum. Preferably these shorter lines will be extended into the DDW-IA-Lot1/DDW-IA-Lot3 area (and not outside the DDW Investigation Areas).
110.	2D- UH RS sur vey	DDW_20 230613 _RVO_G P_Lot2_ 2DUHRS _Annex 5_Sectio n IV_SoW _F	2.1 Figure 3 shows one of the tie-lines going between two gas production platforms and over the connecting pipeline. Does RVO have any agreements in place with the operator of the gas platform for operations next to their platform and pipeline assets?	The tie-lines keep at least the minimum distance of 500m to the platforms (a safety zone of 500 meters applies around a mining installation, in line with Article 43 of the Mining Act). Surveys are allowed to sail over pipelines. Therefore, agreements with the operator of the gas platforms and pipelines are not required.
111.	2D- UH RS	DDW_20 230613 _RVO_G P_Lot2_	1.5 Figure 2 shows a gas production platform in the worksite. Does RVO have the intention for the survey data to be collected up to as close as possible to the third party gas platform? Will there be any form of exclusion zone around the	A safety zone of 500 meters applies around a mining installation, in line with Article 43 of the Mining Act. CLIENT does not have any agreements in place with the operator of the platforms.

#	Lot	Subject	Question	Answer
	survey	2DUHRS _Annex 5_Section IV_SoW _F	platform where survey data will not be required? Does RVO have any agreements in place with the operator of the gas platform for operations next to their asset?	
112.	Seabed survey, 2D-UHRS survey	Standby Addition Clause	The Contractor is willing to assume responsibility for the aspects they can control. However, is it possible to include a mechanism for Standby Situations outside the Contractor's control? This mechanism will provide protection against obstructions and other occurrences beyond the Contractor's control.	Proposal not accepted. Certain situations outside Contractor's control are Force Majeure and indicated in section 12 of the conditions of contract.
113.	Seabed survey, 2D-UHRS survey	Liquidated Damages (II) CoC Clause 42 (a) (III) Remuneration Clause 5.2 and 5.2	A delay incurred on an early milestone, will (under the current wording) have an automatic effect on the subsequent Milestones. It is agreed that should Contractor not meet the agreed Milestone, a penalty can be applied. However even when for the following Milestones adhering to the agreed timings, Contractor will still be impacted by LD's for a delay already incurred. To avoid such risk of accumulating LD's which work counterproductive, Contractor raises the question to include a mechanism where when LD's have already been applied for an earlier Milestone, the application of LD's for a delay in subsequent Project Milestones will be taken into consideration the consequences of the delayed prior Project Milestones, in order not to apply unjustified "double liquidated damages".	Proposal accepted. Double counting is counterproductive. Delays (and LD's already applied for) in an earlier Milestone, will not result in the application of LD's for the same delay in subsequent Project Milestones.
114.	Seabed survey,	Liquidated Damages (II) CoC	Contractor requests clarification on actual LD CAP proposed: CoC Clause 42 (a) references a 10% CAP while Clause 5.3.2 of Annex 5 - Section III Remuneration references an LD Cap of 15% of the Contract Price Total.	See answer to question 10.

#	Lot	Subject	Question	Answer
	2D-UH RS survey	Clause 42 (a) (III) Remuneration Clause 5.3		
115.	Sea bed survey , 2D-UH RS survey	Limitation of Liability (II) CoC Clause 30	With respect to the Limitation of Liability, please consider lowering the limit to the value of the Contract?	See answer to question 9.
116.	Sea bed survey , 2D-UH RS survey	Limitation of Liability (II) CoC Clause 30	Please clarify or consider to delete "[...] limitations [...] shall not apply to [...] any indemnity given by the CONTRACTOR under the CONTRACT" as this seems like a huge carve-out of the cap mechanism effectively nullifying the for the Contractor.	Proposal not accepted. See answer to question 86.
117.	Sea bed survey , 2D-UH	Termination for Convenience (II) CoC Clause 24.4	Contractor wants to avoid being confronted at the last minute with mobilized vessels, equipment and personnel becoming idle, thus incurring cost and not having the possibility to allocate them to another project. Contractor asks for a proper Early Termination Fee should Client decide to use the right of Termination for Convenience.	Proposal not accepted. The compensation in case of termination is determined by clause 24.4 Conditions of Contract in combination with Section III (Remuneration) of the Contract. There is no dedicated early termination fee.

#	Lot	Subject	Question	Answer
	RS survey			
118.	Sea bed survey , 2D-UH RS survey	Variation by Client (II) CoC Clause 11	(i) Upon any Variation of the agreed scope, given the impact on equipment and resources, a unilateral change should not be possible. Preferred would be a mechanism that requires agreement on Time, Scope and Price impact before being forced into execution of the Variation. (ii) Also what is the mechanism applicable when Contractor would request a Variation. Although necessary, Contractor fails to see this option included in present wording. (iii) A downward modification of the Scope, is a unilateral change of Scope. If this is to be possible under contractual provisions, a compensation should be included if reduction in scope exceeds a certain level.	(i) The following clause is added to annex II- Conditions of Contract. Clause 11,4 –f. Where VARIATIONS cumulatively exceed 25% of the volume and/or duration of the original scope of WORK contained in the CONTRACT, CONTRACTOR shall be entitled to decline to carry out variations not yet agreed exceeding the 25% of the volume and/or duration of the original scope of WORK contained in the CONTRACT in case of conflict with CONTRACTOR`s other contractual commitments. The price cannot exceed more than 10% from the original CONTRACT price. (ii) This has been detailed in 11.3 and 11.4 in the Conditions of Contract. (iii) This has been detailed in 11.1 in the Conditions of Contract
119.	Sea bed survey , 2D-UH RS survey	Defects Correction (II) CoC Clause 10.2 (c) and (d)	The Contractor wants to ask if it is possible to incorporate the principle that Contractor is always be given the opportunity to rectify any defects itself before the Client considers engaging a third party. This is important due to the potential impact on project timelines (and consequently, liquidated damages) as well as the associated costs.	Proposal not accepted, because it would undermine the intention of this clause.
120.	Sea bed survey	Completion (II) CoC	Considering the nature of the services, the Contractor believes it is appropriate to request the inclusion of a Data Review mechanism. Once the Final Report has been delivered,	See answer to question 54.

#	Lot	Subject	Question	Answer
	vey , 2D- UH RS sur vey	Clause 10.2 (b), Clause 39.2	reviewed, and determined to align with what was agreed in the Contract documentation, a Certificate of acceptance will be provided to the Contractor within a specified timeframe. The agreed Warranty Period will commence upon receipt of the Certificate or upon the expiration of the specified period. The demobilization and subsequent remobilization are a significant cost and burden on the Contractor's entire organization. Therefore, the Contractor would like to propose a mechanism that minimizes this as much possible. If data reprocessing and interpolation prove unsuccessful, the option of remobilization can be considered. Contractor prefers this approach to ensure that all possible corrective actions are taken before resorting to vessel remobilization, which is the most severe and costly measure.	
121.	Sea bed sur vey , 2D- UH RS sur vey	Contract or to Inform Itself (II) CoC Clause 6.1	Contractor wishes to request an addition to this Clause, which would provide further clarification that this obligation is reasonably restricted, considering various factors including the available/provided information.	Proposal not accepted, as it is unclear what additional information is requested.
122.	Sea bed sur vey , 2D- UH RS sur vey	Insuranc e (I) Contract Clause 6.5	Please clarify the height of the insurances required as these are blank at the time.	Please see answer to question 45.

#	Lot	Subject	Question	Answer
123.	Sea bed survey, 2D-UHRS survey	Suspension (I) Contract Clause 6.2 (II) CoC Clause 13.4 (III) CoC Clause 13.6 - 13.8	Contractor would like to have clarity on what mechanism to be applicable in case of Suspension for Convenience? Clause 13.4 refers to Section III (Remuneration), where however no reference to Suspension is included. This would mean we have to revert to the Variation Mechanism under Clause 11. However a mechanism where Client can unilaterally call for suspension but any compensation would be subject to an agreement of a VO is very difficult. Company to clarify whether in case of such suspension the following costs will be covered: (a) any work performed to secure and protect the Work or part thereof; (b) any demobilization costs related to abandonment of the Work; (c) any standby time, whilst awaiting instructions; (d) any subsequent mobilization costs for resumption of Work. Furthermore Contractor would like to understand the reason for having an additional 14 day period beyond the Period stated in Section I. This results in a 28 day period before Contractor can resort to mechanisms as under 13.8 a) or b). In a busy period where vessels are allocated on projects well in advance this is too long.	Conditions of Contract clause 13 is clear on costs in case of suspension. In the event CLIENT instructs a suspension without defect or cause by CONTRACTOR the costs are reimbursable as per Annex III or under Clause 11 (variations). In this case Clause 11. CONTRACTOR shall inform CLIENT on the associated costs during the suspension and it is up to CLIENT to allow CONTRACTOR to demobilize from the work pending on the associated costs. It is confirmed that if the suspension is not caused by the CONTRACTOR, the CONTRACTOR will be paid for standby days of the offshore WORK. Last proposal is not accepted. It is not necessary to wait for the last period of 14 days. Depending on the speed of the Contractor in taking the prescribed actions in this article section, the shorter the period will be.
124.	3D-UHRS survey	Legal clarifications	1. Could RVO kindly consider reducing the maximum liability defined in the contract (3 x contract value)? 2. Could RVO kindly consider reducing the maximum liquidated damages for delay, down from 10%? 3. Could RVO kindly consider adding an indemnity towards CONTRACTOR for pollution coming from their property and an indemnity for third party pollution? 4. Could RVO kindly consider capping any third party or RVO reperformance costs of any defect/ non-performance at reasonable levels? 5. Could RVO kindly consider excluding CONTRACTOR liability for any commercial decision based on the data and its interpretation?	1. See answer to question 9. 2. The maximum remains 10%. 3. See answer to question 76. 4. Proposal not accepted 5. Proposal not accepted

#	Lot	Subject	Question	Answer
125.	Sea bed survey	Insurance - DDW_202303117_RVO_GP_Annex 5_Section_II_Conditions_of_Contract_F.pdf Section 20.2	20.2 makes reference to sums in Section I but no sums are specified, please clarify.	See answer to question 45. The amounts for the insurance depend on the offered services and the ships that are going to be used. However the CLIENT will assess this during the standstill period.
126.	Sea bed survey	Chartered Vessel Documentation Requirements - Document: DDW_GP_20230619_Tender_Document_F Section: 7.3.17 Submission of a Tender in collabor	Is the use of Chartered vessels approved for this scope of work and if so is the vessel owner/operator required to complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it.	A chartered vessel is approved. A separate ESPD is required if the vessel owner/operator is a sub-contractor and the CONTRACTOR relies on the capacity of that operator in order to fulfil the suitability requirements.

#	Lot	Subject	Question	Answer
		ation with other organiza tions		
127.	Sea bed sur vey	Survey Speed - Docume nt: DDW_20 230613 _RVO_G P_Lot1_ SS_Ann ex 5_Sectio n IV_SoW _F.pdf Section: 2.6 Quality Assuran ce	"The survey speed over ground shall be no more than 4.5 knots..." We would like to inquire whether it is feasible to raise the maximal survey speed to 5 knots, granting the supplier the flexibility to determine how to maintain the established data quality while conducting the survey.	If the CONTRACTOR can demonstrate that the MBES-/SSS-/MAG-/SBP-/2DUHRS-resolution and coverage as specified in the Scope of Work can be met with a survey speed of 5 knots, the maximum survey speed can be raised to 5 knots.
128.	Sea bed sur vey	Line Spacing - DDW_20 230613 _RVO_G P_Lot1_ SS_Ann ex 5_Sectio n	"Multi-Beam Echo Sounder (MBES) bathymetry and backscatter, Side-Scan Sonar (SSS), magnetometry (MAG), shallow penetration, and high-resolution Sub Bottom Profiler (SBP1) are to be acquired with isotropic parallel primary lines at not greater than 70 m line spacing " We would like to inquire whether it is feasible to raise the maximal line spacing specification to 100 meters, granting the supplier the flexibility to determine how to maintain the established data quality and coverage while conducting the survey.	If the CONTRACTOR can demonstrate that the MBES-/SSS-/MAG-/SBP-/2DUHRS-resolution and coverage as specified in the Scope of Work can be met with a line spacing of 100m, the maximum line spacing can be raised to 100m.

#	Lot	Subject	Question	Answer
		IV_SoW_F.pdf Section: 2.3.2.1 Doorde wind DDW- IA-Lot1		
129.	Sea bed sur vey	Liability Limit - Docume nt ref: DDW_20 230311 7_RVO_ GP_Ann ex_5_Se ction_II _Condi tions_of_ Contract _F.pdf	Is it correct to interpret that the CONTRACTOR's total cumulative liability limit shall be set to one times the contract price?	See answer to question 9.
130.	Sea bed sur vey	LD Discrepa ncies - DDW_20 230311 7_RVO_ GP_Ann ex 5_Sectio n_II_Co nditions _of_Con tract_F	We have noticed discrepancies between the application of liquidated damages: 1 . DDW_202303117_RVO_GP_Annex 5_Section_II_Conditions_of_Contract_F states that for Lot 1 the amounts of Liquidated Damages shall be 0.2% of the CONTRACT PRICE for each day of delay. It also states the Liquidated Damages liability shall not exceed ten per cent (10%) of the CONTRACT PRICE in aggregate. 2. DDW_20230613_RVO_GP_Lot1_Annex 5_Section_III_Remuneration_F provides a more complex structure for the application of Liquidated Damages, with differing percentages based on whether the delay is beyond	See answer to question 10.

#	Lot	Subject	Question	Answer
		DDW_20230613_RVO_GP_Lot1_Annex 5_Section_III_Remuneration_F	the CLIENT's ultimate date or the CONTRACTOR's proposed date. In addition, it specifies a combined cap of 15% of the CONTRACT PRICE for all Liquidated Damages for milestone [1]. We request clarification on how the differing percentages and limits on Liquidated Damages should be applied.	
131.	Sea bed survey	Extension of Time Request	Given the anticipated detailed nature of the information contained within the memorandum and the complexity of the task at hand, we believe that additional time beyond the current deadline would allow us to prepare a more thorough and comprehensive bid submission. With this in mind, would an extension of time to the August 16 be acceptable?	Extension of the submission deadline to 16 August 2023 is accepted.
132.	Sea bed survey	Wreck Removal - DDW_202303117_RVO_GP_Annex 5_Section_II_Conditions_of_Contract_F.pdf	Could clarification be provided on how it is determined whether wreckage or debris is causing interference with CLIENT operations or posing a hazard to fishing or navigation. Furthermore, what are the criteria or considerations used to decide whether to remove, or mark/light the wreckage or debris.	Clause 34 of the Conditions of Contract is clear on this: wreck or debris arising from or related to the Work shall be removed or (when appropriate) marked/lighted. CONTRACTOR will have to prove by means of analysis (cost-benefit) that search is reasonable within operational boundaries. All lost equipment (small or large) should be notified to CLIENT and mitigation (criteria or considerations) should be discussed and agreed between CONTRACTOR and CLIENT.
133.	Sea bed survey	Payment Milestones - Docume	Document ref: DDW_20230613_RVO_GP_Lot1_Annex 5_Section_III_Remuneration_F.pdf	As indicated in Annex [5] Remuneration (Section 3) payment shall be based on the pro-rata amount of completed WORK up to a maximum of 90% of the total CONTRACT PRICE.

#	Lot	Subject	Question	Answer
		nt ref: DDW_20 230613 _RVO_G P_Lot1_ Annex 5_Sectio n_III_Re munerat ion_F.pdf	As per the provided terms, payment is based on the pro-rata amount of completed work up to 90% of the total CONTRACT PRICE, with 9.8% due after approval of all final reports, and a retainer of 0.2% payable post-finalisation of webinars. We seek clarification on how the pro-rata calculation for completed work is determined. Furthermore, is there flexibility to divide the initial 90% into payments that align with specific project milestones such as mobilisation and subsequent stages, potentially allowing for monthly billing based on survey acquisition.	The pro-rata calculation will be based on Annex [4] Cycle Times and Prices. Monthly invoices for completed WORK on acquisition are accepted. Invoices for deliverables (reports) will only be accepted when final deliverables (reports) have been approved and accepted by the CLIENT. Invoices for accepted deliverables may be incorporated in the monthly invoices, up to 90% of the CONTRACT PRICE.
134.	Sea bed sur vey	Multiple Vessels - DDW_R VO_GP_ Lot1_SS _Annex 4_Cycle _Times_ and_Pric es_Rate s_F.xlsx	We would like to seek clarification regarding the entry of the proposed approach using both the USV and manned vessel in the Annex 4 Cycle Time and Prices spreadsheet. Our intention is to submit an environmentally friendly proposal that minimizes vessel time by utilizing both the USV and a manned vessel. Specifically, we would like guidance on how to properly incorporate this approach into the spreadsheet. Since the USV and manned vessel have different weather windows, standby costs, and survey durations, we are unsure about the appropriate method of accounting for these variations. Currently, we have filled out the Annex 4 separately for each vessel. However, it is essential to consider the total price when evaluating the final score. Therefore, we kindly request clarification on how to accurately include the combined approach and calculate the total price in the Annex 4 Cycle Time and Prices spreadsheet.	See answer to question 11.
135.	Sea bed sur vey	Decoupl ed Survey Spec - Docume nt: DDW_20	We kindly request clarification on the required minimal line spacing and maximum speed for the survey. Our proposed survey strategy aims to minimize environmental impact while ensuring data quality. We plan to employ a decoupled survey approach, as follows: For the USV (Unmanned Surface Vehicle) equipped with MBES (Multi-Beam Echo Sounder) and SBP (Sub Bottom Profiler),	See answers to questions 127 and 128. • Note that all vessels should acquire MBES • If the CONTRACTOR can demonstrate that the SSS-resolution and coverage as specified in the Scope of Work can be met with a line spacing of 200m, the maximum line spacing can be raised to 200m.

#	Lot	Subject	Question	Answer
		230613_RVO_G P_Lot1_ SS_Ann ex 5_Sectio n IV_SoW _F.pdf	we intend to maintain a line spacing of less than 70m and a maximum speed of 4.5 knots. For the vessel carrying UHR SSS (Ultra-High Resolution Side-Scan Sonar) and Gradiometer, we aim to operate at a maximum speed of 6.5 knots and maintain a line spacing of less than 200m. The UHR SSS technology we plan to utilize offers a resolution of 3 x 3 cm within a 400m swath, with nadir gap fill. The higher speed allows for a longer layback on the gradiometer. By decoupling the survey, we can employ smaller, environmentally friendly vessels or USVs. To ensure clarity, we kindly request specific details regarding the maximum speed and line spacing requirements for each component: MBES, SSS, SBP, and MAG. Our understanding is that the MBES and SSS speed and line spacing should align with the data quality requirements, while the SBP should adhere to a line spacing of less than 70m and a maximum speed of 4.5 knots.	The understanding that the MBES and SSS speed and line spacing should align with the data quality requirements is correct.
136.	Sea bed sur vey	SSS Frequen cy - Docume nt: DDW_20 230613 _RVO_G P_Lot1_ SS_Ann ex 5_Sectio n IV_SoW _F.pdf Section: 2.4.6 High	"The SSS survey should be carried out using simultaneous multiple channel, multiple frequency side scan sonar with at least two frequencies of ≥ 300 kHz and ≥ 600 kHz." Contractor proposes the utilization of cutting-edge ultra-high resolution SSS technology, known as SAS (Synthetic Aperture Sonar), which is currently deployed by NATO for mine countermeasure operations. This advanced technology achieves a remarkable resolution of 3 x 3 cm over a wide swath of 400 m, with consistent resolution to the edge of the swath. Unlike the legacy SSS system, the UHR SSS technology employs multiple transducers operating around a center frequency of 337 kHz. The sonar signal transmitted by the UHR SSS is modulated using a frequency sweep or chirp, enabling enhanced range resolution and improved imaging capabilities through coherent processing techniques. This approach differs from the traditional SSS dual frequency	If the CONTRACTOR can demonstrate that the SSS-resolution and coverage as specified in the Scope of Work can be met with the new UHR SSS technology, this technology is allowed as a replacement of the legacy SSS using two frequencies.

#	Lot	Subject	Question	Answer
		resolution side scan sonar survey	single transducer approach that is typically specified as a requirement. Considering the superior capabilities and performance of the UHR SSS technology, Contractor seeks clarification if the adoption is allowed as a replacement of the legacy two frequencies SSS (≥ 300 kHz and ≥ 600 kHz).	
137.	3D-UHRS survey	Geophysical Survey of the Doordewind Wind Farm Zone - Lot3	Dear, Concerning the tender named Geophysical Survey of the Doordewind Wind Farm Zone - lot 3, with reference# 202303117 dated 21st of June TGS would like to get further clarification on the following: • Our offshore personnel are trained and certified in the BOSIET/HUET -Basic offshore survival standard which is common in the seismic industry. Is GWO certification also required for these survey activities? • How many client reps is RVO planning to board the vessel? • When is the mobilisation / demobilisation payment milestone • In the payment schedule a % of the contract price is withheld until all final reports have been delivered and webinars completed. Is the withholding deducted from each invoice throughout the project or from the final invoices? Also find attached MS Word document listing our comments, suggestions, and questions with regards to the legal aspects of the contract. We note that the contract supplied is based on the Logic contract model which is not usually utilized in our experience for 3D seismic and as a result has generated a number of clarifications which are send in a seperate MS Word file as this facility doesn't allow for attachments it seems.	BOSIET/HUET is considered sufficient by CLIENT. Although additional safety training of personal is always appreciated. CLIENT would like to have two client reps on board (B2B). There is no specific mobilisation /demobilisation payment milestone. As indicated in Section 3 of Annex [5] Remuneration payment (90%) shall be based on the pro-rata amount of completed WORK. In this case the mobilisation/demobilisation fee is paid when the CLIENT (representative) has signed off the mobilisation phase. The withholding is deducted from the final invoices and not throughout the project. CLIENT works with Logic contract models, and applies the latter for all her geotechnical and geophysical campaigns.
138.	3D-UHRS		Subject Annex 5 - Section II Conditions of Contract 1 Definitions 1.4	

#	Lot	Subject	Question	Answer
	survey		Proposed qualification/clarification Clause 1.4 Please include a new CLIENT GROUP definition as follows: "CLIENT GROUP" means the CLIENT, its subCONTRACTORS (excluding any member of SUBCONTRACTOR GROUP) of any tier, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel), CO-VENTURER, CLIENT invitees and partners. Rationale/Request CONTRACTOR requests for a true knock for knock regime to be followed. CONTRACTOR GROUP and CLIENT GROUP to include their respective subCONTRACTORS. ----- ----- Subject Annex 5 - Section II Conditions of Contract 1 Definitions 1.33 Proposed qualification/clarification Clause 1.33 Please include a new "INTELLECTUAL PROPERTY" definition as follows:	Proposal is not accepted. The CLIENT is of the opinion that this will not lead to an improvement in the structure of the Conditions of Contract for now. Proposal regarding the addition clause 1.33 INTELLECTUAL PROPERTY not accepted: Clause 17 Conditions of Contract (Patents and other Proprietary

#	Lot	Subject	Question	Answer
			"INTELLECTUAL PROPERTY" means all patents, registered trademarks, registered service marks, registered designs (including applications for any of the foregoing), trade and service marks, logos, designs, copyright, design right, database right, confidential information, trade secrets, inventions, discoveries, improvements, processes, formulae (whether or not reduced to writing and whether or not capable of registration) and the legal protection thereof including the right to sue for damages and other remedies in respect of any infringement thereof. Rationale/Request CONTRACTOR is requesting inclusion of INTELLECTUAL PROPERTY definition for clarity. ----- ----- Subject Annex 5 - Section II Conditions of Contract 1 Definitions 1.34 Proposed qualification/clarification Clause 1.34 Please include a "DATA" definition as follows: "DATA" means geophysical and positioning data, including FIELD DATA, regardless of the form or medium on which it is displayed, acquired, developed or processed during the WORK.	Rights) has already been sufficiently written out and does not require further explanation/explanation of terms. Proposal regarding clause 1.34 DATA: proposal not accepted.

#	Lot	Subject	Question	Answer
			Rationale/Request CONTRACTOR is requesting inclusion of DATA definition for clarity. ----- ----- Subject Annex 5 - Section II Conditions of Contract 1 Definitions 1.35 Proposed qualification/clarification Clause 1.35 Please include an "EARLY TERMINATION FEE" definition as follows: "EARLY TERMINATION FEE" shall have the meaning ascribed to it in Clause 24 and Section III – Remuneration (Contract Price) Rationale/Request CONTRACTOR is requesting inclusion of EARLY TERMINATION FEE definition. See proposed Early Termination Fee model below.	Proposal regarding clause 1.35 EARLY TERMINATION FEE: in clause 24 and Section III it is stated how and when a termination fee should be paid. A separate definition for early termination should not be necessary.
139.	3D-UHRS survey	Geophysical survey at the offshore Doorde wind	Subject Annex 5 - Section II Conditions of Contract 1 Definitions 1.36 Proposed qualification/clarification	

#	Lot	Subject	Question	Answer
		Wind Farm Zone	Clause 1.36 Please include a "MOBILISATION FEE" definition as follows: "MOBILISATION FEE" means the fee, for MOBILISATION set out in Annex [4] Cycle Times and Prices. Question: When is the mobilisation payment due? Rationale/Request CONTRACTOR is requesting inclusion of separate MOBILISATION FEE definition. MOBILISATION and DEMOBILISATION fees to be listed separately in Annex 4. ----- ----- Subject Annex 5 - Section II Conditions of Contract 1 Definitions 1.37 Proposed qualification/clarification Clause 1.36 Please include a "DEMOBILISATION FEE" definition as follows: "DEMOBILISATION FEE" means the fee, for DEMOBILISATION set out in Annex [4] Cycle Times and Prices.	Proposal regarding addition of art. 1.36 and 1.37 Proposal regarding addition (DE)MOBILISATION FEE not accepted. There is no specific mobilisation /demobilisation payment milestone. As indicated in Section 3 of Annex [5] Remuneration payment (90%) shall be based on the pro-rata amount of completed WORK. In this case the mobilisation/demobilisation fee is paid when the CLIENT (representative) has signed off the mobilisation phase.

#	Lot	Subject	Question	Answer
			Question: When is the demobilisation payment due? Rationale/Request CONTRACTOR is requesting inclusion of separate DEMOBILISATION FEE definition. MOBILISATION and DEMOBILISATION fees to be listed separately in Annex 4. ----- ----- Subject Annex 5 - Section II Conditions of Contract 1 Definitions 1.38 Proposed qualification/clarification Clause 1.38 Please include a "STANDBY" definition as follows: "STANDBY" means periods of time during which WORK cannot be safely and properly started or performed in accordance with the specifications of the CONTRACT, due to conditions which are beyond the reasonable control of CONTRACTOR (as more specifically described in SECTION III - Remuneration CONTRACT PRICE. hereto). Notwithstanding anything to the contrary contained in this CONTRACT, the CONTRACTOR shall not be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a STANDBY event.	Not agreed with the changes in Annex 4.

#	Lot	Subject	Question	Answer
			Rationale/Request If CONTRACTOR is prevented from performing the WORK due to an occurrence outside of its control, CONTRACTOR shall be compensated at the STANDBY RATE during such time that CONTRACTOR may not perform the Work. ----- ----- Subject Annex 5 - Section II Conditions of Contract 1 Definitions 1.39 Proposed qualification/clarification Clause 1.38 Please include a "STANDBY RATE" definition as follows: "STANDBY RATE" means the amount identified as such in the SECTION III - Remuneration CONTRACT PRICE. Rationale/Request See above ----- -----	Proposal regarding the addition of clause 1.38/1.39 STAND BY: Stand-by is defined by Clause 40 of the Conditions of Contract. In case the WORK is suspended, see answer to questions 65 and 123.
140.	3D-UHRS survey	Geophysical survey at the offshore	Subject Annex 5 - Section II Conditions of Contract Clause 4.4	Not agreed with the changes in clauses 4.4. and 4.5.

#	Lot	Subject	Question	Answer
		Doorde wind Wind Farm Zone	Proposed qualification/clarification Clause 4 Contractor's General Obligations Please replace Clause 4.4 with the following new clause: Notwithstanding its obligation to execute and complete the WORKS in accordance with Clause 4.2, the results stated in and the conclusions drawn from all DATA related thereto which are acquired, compiled or prepared, as the case may be, by the CONTRACTOR pursuant to this CONTRACT and furnished to CLIENT hereunder shall represent the best opinion, efforts, and judgment of CONTRACTOR; however, CONTRACTOR makes no warranty regarding the usefulness, accuracy, correctness or completeness of the DATA or any report, interpretation or recommendation. Original Clause 4.4 is moved to Clause 4.6. Rationale/Request The LOGIC contract covers standard goods and services but does not specifically address seismic data acquisition, imaging and processing work. CONTRACTOR warrants only that the WORK will conform with generally accepted industry standards, but the CONTRACTOR will not expressly warrant the usefulness, accuracy, correctness or completeness of the DATA. CONTRACTOR requests inclusion of a standard industry warranty disclaimer of implied warranties and conditions. ----- -----	

#	Lot	Subject	Question	Answer
			Subject Annex 5 - Section II Conditions of Contract Clause 4.5 Proposed qualification/clarification Clause 4 Contractor's General Obligations Please replace Clause 4.5 with the following new clause: Any use that the CLIENT GROUP, or any member thereof, and any successor thereto, may make of the DATA shall be at its sole risk and CONTRACTOR shall not be liable or responsible to CLIENT GROUP or any other person or entity for any claims, including, without limitation, incidental damages or CONSEQUENTIAL LOSS, or loss of profits or opportunity, which are incurred, suffered, or sustained by CLIENT GROUP or such others (including but not limited to successors) as a result of its or any other party's reliance on the DATA or any interpretations, reports, or recommendations thereof, and CLIENT hereby releases CONTRACTOR from all such claims. Moreover, the express warranties and remedies for breach of warranty in this CONTRACT shall be in lieu of any and all other warranties, conditions, and remedies whatsoever, express, implied or statutory, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, and any implied conditions of CONTRACT. Original Clause 4.5 is moved to Clause 4.7. Rationale/Request	

#	Lot	Subject	Question	Answer
			The LOGIC contract covers standard goods and services but does not specifically address seismic data acquisition, imaging and processing work. CONTRACTOR requests inclusion of a standard industry warranty disclaimer of implied warranties and conditions. CONTRACTOR warrants only that the WORK will conform with generally accepted industry standards, but the CONTRACTOR will not expressly warrant the fitness of the goods for a particular purpose or make any warranty of merchantability. ----- -----	
141.	3D-UHRS survey	Geophysical survey at the offshore Doorde wind Farm Zone	Annex 5 - Section II Conditions of Contract New Clause 4.13 Proposed qualification/clarification New Clause 4.13 – Contractor shall not be at fault for delay outside of its control. Please insert new Clause 4.13 as follows: Notwithstanding anything to the contrary in this CONTRACT, CONTRACTOR shall not be responsible or liable for any default (including but not limited to Liquidated Damages) or delay caused by CLIENT or due to circumstances beyond CONTRACTOR's control. Rationale/Request	Not agreed with the new clause 4.13. This is covered in clause 12.

#	Lot	Subject	Question	Answer
			Reasonableness. CONTRACTOR cannot be held accountable and forced to carry the cost of delays or any default outside of its control. ----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 10.2 (a) and (b) Proposed qualification/clarification Clause 10.2 Defects Correction Obligation Please amend Clause 10.2 (a) as follows: The CONTRACTOR warrants and guarantees that it has performed and shall perform the WORK in accordance with the provisions of the CONTRACT, and that the WORK will be free from defects. Please amend Clause 10.2 (b) as follows: If the CLIENT notifies the CONTRACTOR of any defects in the WORK prior to the commencement of or within the Defects Liability Period specified in the CONTRACT six months after CLIENT's receipt of the DATA,, the CONTRACTOR shall, subject to the operational requirements of the CLIENT and the provisions of Clause 10.2(c), carry out all works necessary to correct any defects in the WORK arising from any default of the CONTRACTOR within a time frame instructed by CLIENT.	Not agreed with the requested amendments in 10.2.

#	Lot	Subject	Question	Answer
			Rationale/Request CONTRACTOR will adhere to the provisions of the CONTRACT but cannot warrant and guarantee that the WORK will be free from defects or fit for a particular use. CONTRACTOR requests for an industry standard warranty period of 180 days. ----- ----- Subject Annex 5 - Section I Draft Contract Section 6.1 Proposed qualification/clarification Defects Liability Period Please amend Section 6.1 as follows: As referred to in Clause 10.2(b) of the Conditions of Contract; the Defects Liability Period is two years 6 months , commencing at the agreed date at which the WORK or the relevant part of the WORK was completed. Rationale/Request See above. ----- -----	Not agreed with the requested amendments in 6.1.

#	Lot	Subject	Question	Answer
142.	3D-UHRS survey at the offshore Doorde wind Farm Zone	Geophysical survey at the offshore Doorde wind Farm Zone	Subject Annex 5 - Section II Conditions of Contract Clause 10.2 (c) and (c) Proposed qualification/clarification Clause 10.2 Defects Correction Obligation Please amend 10.2 (c) as follows: If CONTRACTOR is in the process of demobilising, or has already demobilised its crew from the offshore survey WORKSITE at the time of receipt of CLIENT's notice, CONTRACTOR shall elect to: (i) to refund to CLIENT the compensation paid by CLIENT to CONTRACTOR for all relevant portions of the WORK or DATA that are defective; or (ii) to re-perform such WORK and, at CONTRACTOR's expense, mobilise a crew to the offshore survey WORKSITE for that purpose at a time to be mutually agreed by the PARTIES; provided always that the defect in the DATA (x) is confirmed to be directly and solely related to CONTRACTOR's error or CONTRACTOR'S EQUIPMENT malfunction; (y) cannot be rectified through reprocessing, recopying or reformatting; and (z) is proved to degrade the quality of the DATA to the extent that they are not usable. If any defective DATA may reasonably be corrected through further processing or reprocessing of the defective DATA, and upon CONTRACTOR accomplishing same at its cost and providing the further processed or reprocessed DATA to CLIENT, CONTRACTOR's obligations hereunder shall be	Not agreed with the changes in clause 10.2.

#	Lot	Subject	Question	Answer
			deemed fulfilled. (c)If any of the WORK is reperformed, rectified or replaced by the CONTRACTOR under the provisions of this Clause 10.2, this Clause 10.2 shall apply to the portion so reperformed, rectified or replaced. The Defects Liability Period specified in Section I - Agreement - in respect of such work, shall commence on the date upon which such reperformance, rectification or replacement was completed in accordance with the CONTRACT. (c)The CLIENT may decide that the carrying out by the CONTRACTOR of work necessary to correct defects will be prejudicial to its interests. In such cases the CLIENT may undertake the CONTRACTOR's responsibilities described in Clause 10.2(b). The CLIENT shall notify the CONTRACTOR in such cases and shall be entitled to recover from the CONTRACTOR all additional costs reasonably incurred by the CLIENT as a direct result of carrying out such responsibilities. Rationale/Request To the extent the WORK or DATA are defective, CONTRACTOR will reperform the work at its cost until the deliverables conform. If CLIENT elects to terminate, CONTRACTOR will only be compensated for work performed in accordance with the CONTRACT. CONTRACTOR cannot assume the cost or liability for a third party to complete the services. ----- ----- Subject	

#	Lot	Subject	Question	Answer
			Annex 5 - Section II Conditions of Contract Clause 10.2(e) Proposed qualification/clarification Clause 10.2 Defects Correction Obligation Please delete Clause 10.2 (e). Rationale/Request See above. ----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 12.2 Proposed qualification/clarification Clause 12 Force Majeure Please amend Clause 12.2 as follows: For the purposes of this CONTRACT only the following occurrences shall be force majeure. This list is not exhaustive. (a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;..... Rationale/Request	Proposal regarding clause 12 not accepted.

#	Lot	Subject	Question	Answer
			Clarifying list of force majeure events i.e., occurrences beyond control of CONTRACTOR without fault of the affected PARTY. ----- -----	
143.	3D-UHRS survey	Geophysical survey at the offshore Doordewind Farm Zone	Subject Annex 5 - Section II Conditions of Contract Clause 12.4 Proposed qualification/clarification Clause 12 Force Majeure Please amend Clause 12.4 as follows: Save as otherwise expressly provided in the CONTRACT, no payments of whatever nature shall be made in respect of a force majeure occurrence. CONTRACTOR will be compensated at the STANDBY RATE for the period of force majeure Rationale/Request Reasonable grounds. CONTRACTOR should be compensated at the STANDBY RATE during an event of force majeure. ----- ----- Subject	Not agreed with the proposed amendments for clause 12.4 and 12.6. 12.4. will be adjusted as follows: Save as otherwise expressly provided in the CONTRACT, Contractor is allowed to invoice 50% of the standby or suspension rate during the first seven (7) days of a force majeure occurrence.

#	Lot	Subject	Question	Answer
			Annex 5 - Section II Conditions of Contract Clause 12.6 Proposed qualification/clarification In the event that the situation of force majeure exceeds 7 days, CONTRACTOR shall be allowed to demobilize from site in order to fulfil other contractual obligations and a notification window will be agreed with CLIENT for remobilization. Should CLIENT not agree with the demobilization and/or notification schedule for remobilization, CONTRACTOR will remain on site and shall continue to be paid at the STANDBY RATE be reimbursed from the day that the situation of force majeure exceeds 7 days in accordance with the applicable rates until the force majeure situation ends. An extension of time shall be applied equal to the period of force majeure. If CLIENT did not agree with demobilization it may reconsider its position regarding demobilization at the later time in case the force majeure persists. Rationale/Request See above. ----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 13.4 and 13.5 Proposed qualification/clarification	Not agreed with the proposed amendments for clause 13.4 and 13.5. See also answers to questions 65 and 123.

#	Lot	Subject	Question	Answer
			Clause 13 Suspension Please amend Clause 13.4 as follows: Unless the suspension arises as a result of default on the part of the CONTRACTOR, the CONTRACTOR shall be paid: (a) the STANDBY RATE, or if not specified, reasonable STANDBY costs for CONTRACTOR's personnel and CONTRACTOR equipment prior to DEMOBILISATION and CONTRACTOR's reasonable STANDBY costs for CONTRACTOR PERSONNEL and CONTRACTOR equipment subsequent to DEMOBILISATION if CLIENT requests that CONTRACTOR remain on STANDBY and fully available to resume the WORK; (b) all costs incurred by CONTRACTOR associated with the suspension of works, including, without limitation, storage costs, increased costs of materials and subcontracts, and other third-party charges; (c) if applicable, actual costs incurred by CONTRACTOR to demobilise CONTRACTOR personnel from the WORKSITE, including, without limitation, the costs of ancillary items related to the suspended WORK; (d) if applicable, actual costs incurred by CONTRACTOR to remobilise CONTRACTOR personnel to the WORKSITE if requested by CLIENT. reimbursed in accordance with the relevant provisions of Section III (Remuneration) or, in the absence of such provisions, in accordance with Clause 11. Please delete Clause 13.5. Rationale/Request Reasonableness. CONTRACTOR should be compensated at the STANDBY RATE	

#	Lot	Subject	Question	Answer
			during a CLIENT instigated suspension without cause. ----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 13.6 Proposed qualification/clarification The CLIENT may, by further notice, instruct the CONTRACTOR to resume the WORK to the extent specified, subject to Vessel and resource availability. Rationale/Request Clarification.	Agreed with the proposed amendment to clause 13.6.
144.	3D-UHRS survey	Geophysical survey at the offshore Doorde wind Farm Zone	Subject Annex 5 - Section II Conditions of Contract Clause 13.8 Proposed qualification/clarification If the period of any suspension not arising as a result of default on the part of the CONTRACTOR exceeds the period stated in Section I (CONTRACT) the CONTRACTOR may serve a notice on the CLIENT requiring permission within fourteen (14) days from the receipt of such notice to proceed with the WORK or that part thereof subject to suspension. If within the said fourteen (14) days the CLIENT does not grant such permission the CONTRACTOR, by a further notice, may (but is not bound to) elect to treat the suspension as either:	Proposal not accepted. Given the clarity of the content of Article 13.8 Conditions of Contract, CLIENT sees no reason to provide further clarification

#	Lot	Subject	Question	Answer
			(a) where it affects only a part of the WORK, an omission of such part under Clause 11; or (b) where it affects the whole of the WORK, termination in accordance with Clause 24.1(a). and the CONTRACTOR shall be compensated in accordance with Clause 24.4. Rationale/Request Clarification. ----- ----- Subject Annex 5_Section_I_Draft Contract section 6.3 Proposed qualification/clarification section 6.3 of the Draft Contract – latest time for receipt of invoices. Please amend as follows: As referred to in Clause 14.3 of the Conditions of Contract; the latest time for receipt of invoices is thirty (30) 6 months. days. Rationale/Request Please extend to 6 months before claim to compensation is waived -----	Not agreed with the changes in section 6.3. of the draft contract.

#	Lot	Subject	Question	Answer
			----- Subject Annex 5 - Section II Conditions of Contract Clause 16 Proposed qualification/clarification Clause 16 Ownership Please amend Clause 16.1 as follows: 16.1 The CLIENT shall retain title to CLIENT-provided items and information, including but not limited to, TECHNICAL INFORMATION and materials and equipment. CLIENT shall identify in writing all INTELLECTUAL PROPERTY which it is providing for the purposes of this CONTRACT prior to or at the time that such INTELLECTUAL PROPERTY is so provided. Except in connection with the performance of this CONTRACT, neither CLIENT nor CONTRACTOR shall be entitled to the use of any INTELLECTUAL PROPERTY provided by the other PARTY and all rights, title and interest to any INTELLECTUAL PROPERTY provided by either PARTY in connection with this CONTRACT shall remain with the PARTY providing such INTELLECTUAL PROPERTY. Please delete Clause 16.2 and replace with the following: 16.2 Except as expressly stated below in this Clause 16.2 and except in respect of any methods or techniques of DATA acquisition and/or processing or otherwise relating to the method of performance of the WORK, title to and copyright in all things created exclusively for the purposes of the	Not agreed with the proposed amendments for clause 16.

#	Lot	Subject	Question	Answer
			performance of the WORK for this CONTRACT, including but not limited to any portion of the DATA, shall vest in CLIENT as soon as payment in respect of the corresponding portion of the WORK has been received by CONTRACTOR. Notwithstanding the foregoing, CONTRACTOR shall deliver any portion of the DATA to CLIENT in accordance with Clause 4.9 and CLIENT shall enjoy the right to possession of and free right of use of such DATA upon its creation. Please delete Clause 16.3 in full. Rationale/Request IP considerations are an important facet of CONTRACTOR's business. Methods or techniques of DATA acquisition and/or processing or otherwise relating to the method of performance of the WORK shall remain with CONTRACTOR. Title to and copyright in all things created exclusively for the purposes of the performance of the WORK for this CONTRACT, including but not limited to any portion of the DATA, shall vest in CLIENT. CONTRACTOR is requesting for the Ownership provisions to be revised. ----- -----	
145.	3D-UHRS survey	Geophysical survey at the offshore	Subject Annex 5 - Section II Conditions of Contract Clause 17	Clause 17 Conditions of Contract (Patents and other Proprietary Rights) has already been sufficiently written out and does not require further explanation/explanation of terms.

#	Lot	Subject	Question	Answer
		Doorde wind Wind Farm Zone	Proposed qualification/clarification Clause 17 Patents and Other Proprietary Rights Please amend Clause 17.1 as follows: Neither PARTY shall have the right of use, other than for the purposes of the CONTRACT, whether directly or indirectly, of any patent, copyright, proprietary right or confidential know how, trademark or process provided by the other PARTY and the intellectual property rights in such shall remain with the PARTY providing such patent, copyright, proprietary right or confidential know how, trademark or process. Except as provided in Clause 16.2 or as otherwise specified in this CONTRACT, all INTELLECTUAL PROPERTY created by CONTRACTOR GROUP in connection with the WORKS under this CONTRACT, including inventions, improvements, know-how and discoveries made by CONTRACTOR or its officers, directors, or employees are agreed to be the property of CONTRACTOR and CONTRACTOR shall be free to make such use of such inventions, improvements, know-how and discoveries as it shall think fit (including without limitation disclosure of the same to any third parties) subject always to compliance by CONTRACTOR with any obligations of confidentiality owed by CONTRACTOR to CLIENT pursuant to Clause 22. All rights of title to, copyright in and ownership of any documents and/or information, electronic or otherwise, acquired or brought into existence by or on behalf of the CONTRACTOR otherwise than for and/or in connection with the performance of the WORK shall remain with the CONTRACTOR. Please amend Clause 17.2 as follows:	

#	Lot	Subject	Question	Answer
			Any potential patent or registrable right or other INTELLECTUAL PROPERTY right in any country in the world resulting from developments by CLIENT which are based wholly on data, equipment, processes, substances and the like in the lawful possession of CLIENT or created, supplied or developed by CLIENT at the CONTRACT DATE or otherwise produced independent of this CONTRACT; and enhancements by CLIENT in the existing INTELLECTUAL PROPERTY rights of CLIENT or Joint Interest Owners; shall vest solely in CLIENT. Where any potential patent or registrable right in any country in the world results from: (a) developments by the CONTRACTOR GROUP which are based wholly on data, equipment, processes, substances and the like in the possession of the CONTRACTOR GROUP at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT or otherwise produced outside of the CONTRACT; or (b) enhancements of or in the existing intellectual property rights of the CONTRACTOR GROUP, such rights shall vest in the CONTRACTOR or another company within the CONTRACTOR GROUP as the case may be. Please delete Clause 17.3, Clause 17.4 and Clause 17.5. 17.4 Except as provided in Clause 17.1, Clause 17.2 and Clause 17.3, where any potential patent or registrable right in any country in the world arises out of the WORK and is invented during the term of the CONTRACT, such rights shall vest in the PARTY or PARTIES specified Section I. Rationale/Request There should be no jointly developed IP in this CONTRACT. TGS owns its processing IP, and CLIENT owns the deliverables.	

#	Lot	Subject	Question	Answer
			----- -----	
146.	3D-UHRS survey	Geophysical survey at the offshore Doorde wind Farm Zone	Subject Annex 5 - Section II Conditions of Contract Clause 19.1 (d) Proposed qualification/clarification Clause 19 Indemnities Please remove Clause 19.1 (d) loss of or damage to such permanent third party oil and gas production facilities, wind turbine generators including their foundations, pipelines, cables and consequential losses arising therefrom, as specified and defined in and in accordance with Section I - Agreement where such loss or damage is arising from, relating to or in connection with the performance or non-performance of the CONTRACT. The provisions of this Clause 19.1(d) shall apply notwithstanding the provisions of Clause 19.1(c). Rationale/Request This is unnecessary risk shifting. ----- ----- Subject Annex 5 - Section II Conditions of Contract	Please see answers to questions 72 up to and including 77.

#	Lot	Subject	Question	Answer
			Clause 19.2 (a), (b) and (c) Proposed qualification/clarification Clause 19 Indemnities Please amend Clause 19.2 as follows: (a) The CLIENT shall be responsible for and shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of: loss of or damage to property of the CLIENT GROUP, whether:- (i) owned by the CLIENT, or (ii) hired, leased or otherwise obtained under arrangements with financial institutions provided by the CLIENT, which is located at the WORKSITE arising from, relating to or in connection with the performance or non- performance of the CONTRACT; and (b) personal injury including death or disease to any personnel of the CLIENT GROUP and CLIENT REPRESENTATIVE, including other temporary hires of CLIENT arising from, relating to or in connection with the performance or non- performance of the CONTRACT; and in so far CONTRACTOR is not liable according to clause 19.1 (c) ; and (c) subject to any other express provisions of the CONTRACT, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of any member of the CLIENT GROUP and / or its representatives including temporary hires . For the purposes of this Clause 19.2(c) "third party" shall mean any party which is not a	

#	Lot	Subject	Question	Answer
			member of the CONTRACTOR GROUP or CLIENT GROUP. Rationale/Request Updated to mirror CONTRACTOR indemnity so it is a pure knock-for-knock. ----- -----	
147.	3D-UHRS survey at the offshore Doordewind Wind Farm Zone	Geophysical survey at the offshore Doordewind Wind Farm Zone	Subject Annex 5 - Section II Conditions of Contract Clause 19.1 (d) Proposed qualification/clarification Clause 19 Indemnities Please remove Clause 19.1 (d) loss of or damage to such permanent third party oil and gas production facilities, wind turbine generators including their foundations, pipelines, cables and consequential losses arising therefrom, as specified and defined in and in accordance with Section I - Agreement where such loss or damage is arising from, relating to or in connection with the performance or non-performance of the CONTRACT. The provisions of this Clause 19.1(d) shall apply notwithstanding the provisions of Clause 19.1(c). Rationale/Request This is unnecessary risk shifting. -----	Please see answers to questions 72 up to and including 77.

#	Lot	Subject	Question	Answer
			----- Subject Annex 5 - Section II Conditions of Contract Clause 19.2 (a), (b) and (c) Proposed qualification/clarification Clause 19 Indemnities Please amend Clause 19.2 as follows: (a) The CLIENT shall be responsible for and shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of: loss of or damage to property of the CLIENT GROUP, whether:- (i) owned by the CLIENT, or (ii) hired, leased or otherwise obtained under arrangements with financial institutions provided by the CLIENT, which is located at the WORKSITE arising from, relating to or in connection with the performance or non- performance of the CONTRACT; and (b) personal injury including death or disease to any personnel of the CLIENT GROUP and CLIENT REPRESENTATIVE, including other temporary hires of CLIENT arising from, relating to or in connection with the performance or non- performance of the CONTRACT; and in so far CONTRACTOR is not liable according to clause 19.1 (c) ; and (c) subject to any other express provisions of the CONTRACT, personal injury including death or disease or loss of or damage to the property of any third party to the extent that	

#	Lot	Subject	Question	Answer
			any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of any member of the CLIENT GROUP and / or its representatives including temporary hires . For the purposes of this Clause 19.2(c) "third party" shall mean any party which is not a member of the CONTRACTOR GROUP or CLIENT GROUP. Rationale/Request Updated to mirror CONTRACTOR indemnity so it is a pure knock-for-knock. ----- Subject Annex 5 - Section II Conditions of Contract Clause 19.3 Proposed qualification/clarification Please delete Clause 19.3. Rationale/Request See above. -----	
148.	3D-UHRS survey	Geophysical survey at the offshore Doorde wind	Subject Annex 5 - Section II Conditions of Contract Clause 19.4 Proposed qualification/clarification Clause 19 Indemnities – Pollution	For questions regarding clause 19, please see answers to questions 72 up to and including 77.

#	Lot	Subject	Question	Answer
		Wind Farm Zone	Please amend Clause 19.4 as follows: Except as provided by Clause 19.2(a) and Clause 19.2(b) the CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT and its representatives including temporary hires from and against any claim of whatsoever nature arising from pollution occurring on the premises of the CONTRACTOR GROUP or originating from the property and equipment of the CONTRACTOR GROUP (including but not limited to marine vessels, wrecks, debris, sunken or floating equipment or materials) arising from, relating to or in connection with the performance or non-performance of the CONTRACT. CLIENT shall be responsible for and shall save, indemnify and hold harmless CONTRACTOR GROUP from and against all claims, damages, liabilities, losses and expenses (including legal fees and expenses) resulting from any other pollution and/or contamination, including pollution and/ or contamination which originates from the property of CLIENT GROUP arising out of or in connection with the performance or non-performance of the CONTRACT, howsoever caused. Rationale/Request This is unnecessary risk shifting on the part of the CLIENT. CONTRACTOR requests to introduce a true knock for knock regime. ----- -----	

#	Lot	Subject	Question	Answer
			Subject Annex 5 - Section II Conditions of Contract Clause 19.5 Proposed qualification/clarification All exclusions and indemnities given under this Clause (save for those under Clauses 19.1(c) and 19.2(c)) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified PARTY or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law. Rationale/Request See above. ----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 21 Proposed qualification/clarification Clause 21 Consequential Loss Please amend Clause 21 as follows: For the purposes of this Clause the expression "Consequential Loss" shall mean any special, punitive, incidental, indirect or consequential losses or damages, loss of product, loss of use,	Proposal regarding clause 21 is not accepted.

#	Lot	Subject	Question	Answer
			loss of financial advantage, business interruption or downtime, business opportunity, loss of contract, loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect and whether or not foreseeable at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT. Notwithstanding any provision to the contrary elsewhere in the CONTRACT and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the CONTRACT, the CLIENT shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from the CLIENT GROUP's own Consequential Loss and the CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT GROUP and its representatives including temporary hires from the CONTRACTOR GROUP's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the CONTRACT. All exclusions and indemnities given under this Clause 21 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified PARTY or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law. Rationale/Request Clarifying definition and application of Consequential Loss.	
149.	3D-UHRS	Geophysical survey	Subject Annex 5 - Section II Conditions of Contract	Please see answer to question 81.

#	Lot	Subject	Question	Answer
	survey	at the offshore Doorde wind Farm Zone	Clause 24.2 Proposed qualification/clarification Clause 24 Termination Please amend Clause 24.2 as follows: In the event of default on the part of the CONTRACTOR and before the issue by the CLIENT of an order of termination of all or any part of the WORK or the CONTRACT, the CLIENT shall give notice of default to the CONTRACTOR giving the details of such default. If the CONTRACTOR upon receipt of such notice does not commence and thereafter continuously proceed with action satisfactory to the CLIENT to remedy such default within the time period set forth in the notice, but no less than 15 days, the CLIENT may issue a notice of termination in accordance with the provisions of Clause 24.1. Rationale/Request No time period specified for remedying CONTRACTOR's default. CONTRACTOR requests for sufficient time to rectify the breach/ non-conformance. Inserting clarification. ----- ----- Subject	

#	Lot	Subject	Question	Answer
			Annex 5 - Section II Conditions of Contract Clause 24.3 Proposed qualification/clarification Clause 24 Termination Please amend Clause 24.3 as follows: 24.3 If the CLIENT gives the CONTRACTOR notice of termination of all or any part of the WORK or the CONTRACT, such notice shall become effective on the date specified therein (or in the absence of any specified date, 30 days after the date of receipt of the notice) whereupon the CONTRACTOR shall immediately: (a) cease performance of the WORK or such part thereof as may be specified in the notice; (b) allow the CLIENT or its nominee full right of access to take over the WORK or the relevant part of the WORK; (c) assign to the CLIENT, or its nominee, to the extent desired by the CLIENT all or the relevant parts of the rights, titles, liabilities and SUBCONTRACTS relating to the WORK which the CONTRACTOR may have acquired or entered into. In the event of termination under Clause 24.1(b) or 24.1(c) the CLIENT shall have the right to obtain completion of the WORK or the relevant part of the WORK by other CONTRACTORS without incurring liability to CONTRACTOR, at no cost to CONTRACTOR. Rationale/Request Clarification.	Not agreed with the amendment for clause 24.3.

#	Lot	Subject	Question	Answer
			----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 24.4 Proposed qualification/clarification Clause 24 Termination Please amend Clause 24.4 as follows: In the event of termination under Clause 24.1(a) the CONTRACTOR shall be entitled to payment as set out in Section III (Remuneration) for the part of the WORK performed in accordance with the CONTRACT together with an EARLY TERMINATION FEE as set out in Clause 2.14 of Section III – Remuneration (Contract Price) and such other payments and fees for those relevant commitments and obligations made by the CONTRACTOR that cannot be cancelled and the CONTRACTOR shall additionally provide all relevant information to the CLIENT to fully substantiate such commitments and obligations. The CONTRACTOR shall make all reasonable effort to minimize any such commitments and obligations, such reasonable costs as agreed between the PARTIES at the time of termination. Rationale/Request CONTRACTOR requests for an early termination fee as compensation in the event CLIENT terminates for convenience.	Proposal regarding clause 24.4 not accepted.

#	Lot	Subject	Question	Answer
			----- -----	
150.	3D-UHRS survey	Geophysical survey at the offshore Doordewind Wind Farm Zone	Subject Annex 5 - Section II Conditions of Contract Clause 24.5 Proposed qualification/clarification Clause 24 Termination Please amend Clause 24.5 as follows: In the event of termination of part of the WORK in accordance with Clause 24.1(b) the CONTRACTOR shall be entitled to payment only as set out in SECTION III (Remuneration) for the part of the WORK performed in accordance with the CONTRACT plus mobilisation and demobilisation fees. Any additional costs reasonably incurred by the CLIENT as a direct result of such termination shall be recoverable from the CONTRACTOR. Rationale/Request CONTRACTOR considers termination of CONTRACT to be the appropriate recourse for CLIENT in the event of CONTRACTOR default and does not accept any liability for extra costs incurred relating to such default.	Not agreed with the amendments to clause 24.5. See answer to question 139, regarding mobilisation and demobilisation fee.

#	Lot	Subject	Question	Answer
			----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 24.6 Proposed qualification/clarification Clause 24 Termination Please delete Clause 24.6. Rationale/Request See above. ----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 30.1 (a) Proposed qualification/clarification Limitations of Liability Please amend Clause 30.1 (a) as follows: (a) Limitation of Liability before the date of completion of the WORK	Not agreed with deleting 24.6. Please see answer to question 9, referring to 30.1(a) and 30.1 (b).

#	Lot	Subject	Question	Answer
			Subject to the CONTRACTOR having used all reasonable endeavours to complete the WORK and to comply with its obligations under the CONTRACT, the CONTRACTOR's total cumulative liability per event to the CLIENT, including any liability arising as a result of suspension under Clause 13 and/or termination under Clause 24 arising out of or related to the performance of the CONTRACT shall be limited to 100% of the sum specified in Section I -Agreement, which shall be at least one time the CONTRACT PRICE., or in absence of such sum, three times the CONTRACT PRICE. Rationale/Request CONTRACTOR considers a liability cap of three times the contract price per event as unacceptable. CONTRACTOR requests for a total liability cap in line with the CONTRACT PRICE, before completion of the WORK. ----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 30.1 (b) Proposed qualification/clarification Limitations of Liability Please amend Clause 30.1 (b) as follows:	

#	Lot	Subject	Question	Answer
			(b) Limitation of Liability after the date of completion of the WORK After the date of completion of the WORK, the CONTRACTOR's total cumulative liability to the CLIENT arising out of or related to the performance of the CONTRACT shall be limited per event to 100% of the sum specified in Section I or in the absence of such sum three times the CONTRACT PRICE. Rationale/Request CONTRACTOR considers a liability cap of three times the contract price per event as unacceptable. CONTRACTOR requests for a total liability cap in line with the CONTRACT PRICE, after the date of completion of the WORK. ----- -----	
151.	3D-UHRS survey	Geophysical survey at the offshore Doorde wind Farm Zone	Subject Annex 5 - Section II Conditions of Contract Clause 17, 39.1 and 39.2 Proposed qualification/clarification Clause 30 Field D Data All references to "FIELD DATA" in Clauses 17 and 39 are replaced by "DATA".	Not agreed with changing FIELD DATA in to DATA.

#	Lot	Subject	Question	Answer
			Please amend Clause 39.2 as follows: The CONTRACTOR shall be responsible for any damage to or loss of the FIELD DATA under its care until such time as such FIELD DATA are delivered to the address designated by the CLIENT. In the event of any such damage or loss, and such damage or loss is not possible to rectify through reprocessing, recopying, reformatting or reconstituting the damaged or lost data, the CONTRACTOR, at the CLIENT's option shall elect to either: (a) either re-perform that part of the survey which pertains to the damaged or lost data (however only if CONTRACTOR has not demobilized from the offshore survey WORKSITE), at the CONTRACTOR'S own expense, that portion of the WORK sufficient to re-acquire or replace the damaged or lost FIELD DATA. Prior thereto, the parties shall consult and prepare a schedule of the re- performance required; or (b) reimburse the CLIENT for the amount originally charged for the WORK directly related to the damaged or lost data cost of obtaining similar FIELD DATA from a third party. Such cost referred to herein shall be limited to the cumulative value of the original CONTRACT. (c) For the avoidance of doubt, the provisions of this Clause 39 shall apply to the damaged or lost FIELD DATA irrespective of whether the FIELD DATA has been damaged or lost offshore, onshore or in transit, or before or after any laboratory testing as required by this CONTRACT. Rationale/Request If copies are not available, as mutually agreed, CONTRACTOR shall reperform (subject to availability) or refund CLIENT the portion of the compensation pertaining to the lost or damaged	

#	Lot	Subject	Question	Answer
			data. CONTRACTOR shall ensure that there always exist two copies of each tape and that only one of these copies is in shipment at any one time (the second copy is only shipped from the vessel when the first copy is confirmed received onshore by the CLIENT). ----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 42 (a) Proposed qualification/clarification Clause 42 (a) Liquidated Damages Clause 42 (a) refers to `....the dates marked by * in the schedule of KEY DATES in Chapter 3 of Annex [6] – Section IV (Scope of Work) and in compliance with the requirements of the CONTRACT, the CONTRACTOR shall be liable to the CLIENT for Liquidated Damages....” No such Annex [6] – Section IV (Scope of Work) containing a Chapter was published with the Tender Document. Section 5 of Annex 5 - Section III Remuneration includes a detailed bonus and liquidated damages provision yet ranks lower than the (II) Conditions of Contract in the order of document precedence. Please clarify which LD regime and model applies.	Please see answer to question 10.

#	Lot	Subject	Question	Answer
			Please also confirm if the number of LDs shall not exceed 10% of the CONTRACT PRICE in the aggregate or 15% of the offered price? Rationale/Request Question. ----- -----	
152.	3D-UHRS survey	Geophysical survey at the offshore Doordewind Wind Farm Zone	Subject Annex 5 - Section II Conditions of Contract Clause 42 (a) Proposed qualification/clarification Clause 42 (a) Liquidated Damages Please amend Clause 42 (a) as follows: If the CONTRACTOR fails to complete in accordance with the dates marked by * in the schedule of KEY DATES in Chapter 3 of Annex [6] – Section IV (Scope of Work) and in compliance with the requirements of the CONTRACT, the CONTRACTOR shall be liable to the CLIENT for Liquidated Damages. For clarity, Liquidated Damages shall apply to all dates marked by * individually. It is the responsibility of the CONTRACTOR to minimize knock-on effects of each delay. If, other than through Force Majeure, reasons attributable solely to the CLIENT and events outside of the control of CONTRACTOR, the CONTRACTOR is permanently unable to	Not agreed with the amendments for clause 42.

#	Lot	Subject	Question	Answer
			perform the WORK as agreed or it is foreseeable that CONTRACTOR will not be able to achieve the COMPLETION DATE within the relevant dates mentioned in in Clause 42 (a), then the Liquidated Damages will be immediately payable in full taking into account the cap specified in Clause 42 (e) and CLIENT shall be entitled to terminate the CONTRACT under Clause 24.1(b). Rationale/Request CONTRACTOR should not be penalised and subject to Liquidated Damages for delays outside of its control. ----- ----- Subject Annex 5 - Section III Remuneration section 5.1 and 5.2 and Annex 4 - Cycle Times and Prices Rates Proposed qualification/clarification Annex 4 confirms that 4i Issue Final 3D-UHRS Interpretation Report is the only key date that attracts LDs whereas Annex 5 Section III appears to suggest LDs apply to 4b Delivery of offshore processed survey data (incl. WoW) as well. Please clarify the position Rationale/Request Question. ----- -----	Regarding Annex 4 and 5: This is correct. It is confirmed that in Annex 4 Cycle Times and Prices Rates only 4i Issue Final 3d_UHRS Interpretation Report is a key date and attracts LDs in case of late delivery (or a bonus in case of early delivery). Annex 5 – Section III Remuneration Chapter 5 (for Lot 3) should read that LDs and bonuses are only applicable to 1 key date: Issue Final 3D-UHRS Interpretation Report

#	Lot	Subject	Question	Answer
			Subject Annex 5_Section_I_Draft Contract Clause 6.5 and Clause 20.2 of the Conditions of Contract Proposed qualification/clarification Please clarify the insurance amounts to be maintained by CONTRACTOR. Rationale/Request Clarifying insurance limits. ----- ----- Subject Annex 5 - Section III Remuneration CONTRACT PRICE Section 3 Payment Proposed qualification/clarification 3 Payment Schedule In the payment schedule a % of the contract price is withheld until all final reports have been delivered and webinars	Question regarding to Annex 5_Section_I_Draft Contract Clause 6.5, please see answer to question 45.

#	Lot	Subject	Question	Answer
			completed. Is the withholding deducted from each invoice throughout the project or from the final invoices? Extract: Payment shall be based on the pro-rata amount of completed WORK up to a maximum of 90% of the total CONTRACT PRICE. This is 90% of the total CONTRACT PRICE, including the price of potential variation orders signed during the lead time of the contract. Rationale/Request Question.	
153.	3D-UHRS survey	Geophysical survey at the offshore Doordewind Wind Farm Zone	Subject Annex 5 - Section III Remuneration CONTRACT PRICE New Clause 2.14 Proposed qualification/clarification EARLY TERMINATION FEE Please insert new Clause 2.14 as follows: 2.14 Early Termination Fee If CLIENT terminates the WORK prior to the agreed commencement date of the officially established MOBILISATION, CONTRACTOR shall be paid a lump sum as	See answers to questions 117 and 138.

#	Lot	Subject	Question	Answer
			per the table below in addition to other fees referenced in the CONTRACT Early Termination Fees Lump-sum [Euro] Early termination fee, for notice given more than ninety (90) days prior to commencement of MOBILISATION. 30% of the MOBILISATION FEE is chargeable Early termination fee, for notice given between thirty-one (31) and nine (90) days prior to commencement of MOBILISATION. 50% of the MOBILISATION FEE is chargeable Early termination fee, for notice given less than or equal to thirty (30) days prior to commencement of MOBILISATION. 75% of the MOBILISATION FEE is chargeable and DEMOBILISATION FEE. In the event CLIENT terminates under Clause 24.1 (a), post MOBILISATION and at any time prior to the COMPLETION DATE (including the completion of any additional or optional WORK as confirmed by CLIENT), the CONTRACTOR shall be paid the MOBILISATION FEE (if not already paid) and DEMOBILISATION Lump Sum fee and twenty five percent (25%) of the total CONTRACT PRICE that should have been paid to CONTRACTOR to complete the WORK in accordance with Section III and Annex [4] – Cycle Times and Prices. CONTRACTOR may reduce or partly reimburse the EARLY TERMINATION FEE, if CONTRACTOR manages to secure other work for the time period in which CLIENT's work was supposed to have taken place Rationale/Request Clarifying the early termination fee in the event of termination for CLIENT's convenience.	

#	Lot	Subject	Question	Answer
			CONTRACTOR may easily end up with a long gap where our vessel(s) and crew are unemployed since it may not be possible to secure other work in time and other commitments may not be possible to move. The early termination fee may be reduced or partly reimbursed if CONTRACTOR manages to secure other work for the time period in which CLIENT's work was supposed to have taken place.	
154.	Sea bed survey	Insurance - DDW_202303117_RVO_GP_Annex 5_Section II_Conditions of Contract_F.pdf Section 19.3	"Except as provided by Clause 19.1(a), Clause 19.1(b) and Clause 19.4, the CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT from and against any claim of whatsoever nature arising from pollution emanating from the property of the CLIENT arising from, relating to or in connection with the performance or non-performance of the CONTRACT." Contractor would like to discuss this Clause as we are unable to accept responsibility for pollution emanating from the property of the CLIENT.	See answer to question 76.
155.	3D-UHRS survey	Geophysical survey at the offshore Doordewind Wind Farm Zone	Subject Annex 5 - Section III Remuneration CONTRACT PRICE New Clause 2.15 Proposed qualification/clarification STANDBY	Not agreed. See answer to question 139.

#	Lot	Subject	Question	Answer
			STANDBY RATE shall be payable to CONTRACTOR due to one of (but not limited to) the following STANDBY conditions: a) Time lost due to third party interference, such as fishing, drilling, shipping, seismic or similar activities, over which CONTRACTOR has no direct control; b) Time lost due to restrictions imposed by governmental or military agencies (including neighbouring countries) and third-party pressure groups, provided CONTRACTOR has not caused; the restrictions to be imposed; c) Time lost caused by local and/or government authorities and/or regulators for reasons outside the control of CONTRACTOR or CLIENT including, but not limited to time lost waiting on permits, approvals and licenses. d) Time spent standing by for reasons of Force Majeure; e) Time lost due to fishing vessels, nets, traps, buoys or lines obstructing the vessel or fouling or damaging the equipment, or any other object / debris or living creature fouling or damaging the equipment, limited to time used for onboard repair or exchange with onboard spare parts; f) Time lost due to the failure of CLIENT to provide personnel, instructions, program details, permits or services for which it is responsible, including normal adequate time to obtain visa/work permits (if applicable); g) Time spent conducting any experimental work, trials, repeat calibrations or non-geophysical operations at CLIENT's request, or time spent moving the vessel at CLIENT's request for data drops, personnel or equipment changes not scheduled by CONTRACTOR; h) During time lost as a result of the presence of cetaceans or the marine life at the WORKSITE, causing cessation of acquisition; i) Time lost due to currents; j) Time lost due to loss of or instability in radio or navigation	

#	Lot	Subject	Question	Answer
			signals not due to equipment failure onboard; k) Time spent on port call requested by CLIENT, for any reason other than to remedy a CONTRACTOR downtime situation; l) Time lost due to any shutdowns, suspensions, quarantines, regulatory authority implementations, lockdowns, port closures, or any other actions or events of a similar nature; m) Time lost due to Simultaneous Operations at the WORKSITE; n) Extended Line Change time. Extended Line Change time Is subject to notional approval by the on-board quality control Contractor and final approval by CLIENT Representative; o) Time lost due to entanglement of part of the wide-tow configuration; and p) Time lost spent operating an acoustic deterrent device ("ADD") and soft start requirements. -----	
156.	Lot 1_S S_ Ann ex 5_ IV_ So W	1.7	Section describes "time-sharing arrangements" with other CONTRACTORS and/or third parties. Could RVO elaborate on what this looks like?	Since (part of) the investigation areas of the three Lots are overlapping, RVO is planning to compose a SIM-OPS plan together with the CONTRACTORS of the three Lots, based on which the timelines can be discussed and optimized.
157.	Lot 1_S S_ Ann ex 5_ IV_	2.3.2.1	2.3.2.1 Ideal setting for backscatter is not the same as for bathymetry. Does RVO require two MBES systems to acquire both at best quality or can back-scatter be seen as an add-on to the bathymetric data?	Back-scatter (which serves the purpose of seabed classification) can be seen as an add-on to the bathymetric data.

#	Lot	Subject	Question	Answer
	So W			
158.	Lot 1_S S_ Ann ex 5_ IV_ So W	2.3.2.1	2.3.2.1 Please confirm secondary lines are cross lines	Confirmed: secondary lines are cross-lines
159.	Lot 1_S S_ Ann ex 5_ IV_ So W	2.3.3	2.3.3 Can PAM exchange ADD?	Passive Acoustic Monitoring does not serve the same purpose as an Acoustic Deterrent Device. Operation of an Acoustic Deterrent Device (ADD) "Pinger" during all offshore works is mandatory to CONTRACTOR.
160.	Lot 1_S S_ Ann ex 5_ IV_ So W	2.5	2.5 Can COMPANY confirm PGM is not part of the scope	For Lot 1 the PGM is not part of the scope. This is because the UHRS survey, which is required to compose a PGM, is part of another Lot (Lot 3) within this investigation area. An integrated Final Interpretation Report of the Lot 1 data (which will be input to the PGM) is part of the Lot 1 scope.
161.	Lot 1_S S_ Ann ex 5_ IV_ So W	Multiple	Would RVO accept SSS contacts to be identified as clusters when high density objects are encountered?	RVO expects that a cluster of objects will mainly be encountered in the case of boulder fields. For boulders the following tender rule applies (Section 2.4.6): The inspection should the features at minimum:

#	Lot	Subject	Question	Answer
	IV_ So W			• Locations of Boulders ≥ 0.5 m in any dimension, or perimeters of boulder fields where number density is > 20 per 100x100 m area. If the CONTRACTOR encounters a cluster of objects of another type the same rules applies.
162.	Lot 1_S S_ Ann ex 5_ IV_ So W	Multiple	Same for Mag data	See answer to question 161.
163.	Lot 1_S S_ Ann ex 5_ IV_ So W	2.4.5	Water column data to be recorded over wreck and obstacles. Can RVO specify dimensions of obstacles to be surveyed for water column data and specify an expected amount of obstacles/wrecks?	See answer to question 30.
164.	Lot 1_S S_ Ann ex 5_ IV_ So W	2.4.2	Concerning an absolute depth check for the MBES, will RVO select a location?	Depth check location to be proposed by CONTRACTOR and to be approved by CLIENT.
165.	Sea bed	Annex 4 Cycle_Ti	Vw[m/s]; Can COMPANY please confirm this is referring to the 10 min average Wind Speed (as per 4.1 of Remuneration)?	Confirmed: Vw(m/s) is referring to the 10 min average Wind Speed (as per 4.1 of Remuneration.

#	Lot	Subject	Question	Answer
	survey , 2D-UHRS survey , 3D-UHRS survey	mes_and_Prices Row 10		
166.	Seabed survey , 2D-UHRS survey , 3D-UHRS survey	Annex 4 Cycle_Times_and_Prices General	Waiting on weather; Difference between inclusive & exclusive is understood but how intends COMPANY to decide between the two options and when/how will option 3 be selected?	Three options are mentioned in Annex [5] Remuneration, Section 4.2. This depends on the offer made by the Tenderer. With these three options the CLIENT can decide which option is of their best interest. The option chosen will be incorporated in Annex 5 – Section III Remuneration and the Annex 5 – Section I Contract.
167.	Seabed survey ,	Annex 4 Cycle_Times_and_Prices General	Can the Pricing sheet be submitted multiple times with alternative solutions?	No variations are allowed for Annex 4. This can only be submitted once.

#	Lot	Subject	Question	Answer
	2D-UHRS survey , 3D-UHRS survey			
168.	Sea bed survey , 2D-UHRS survey , 3D-UHRS survey	Annex 4 Cycle_Times_and_Prices General	When two (or more) vessels are scheduled but for different durations, how should this be included in the pricing sheet?	In Annex [4] section IV it is not necessary to indicate durations, but the price per km² or per km should be indicated. It is up to the CONTRACTOR to input a Unit Rate which results in the actual Price the CONTRACTOR wants to submit for the tender. In Annex [4] Section III: "Field work" the duration of the survey should be indicated. In the Project Implementation Plan the CONTRACTOR should provide a schedule in which the indicated survey time (duration) is justified based on the number of vessels, number of passes and speed.
169.	Sea bed survey , 2D-UHRS	DDW_G P_20230 619_Tender_Document_F ; 3.5.3	From the explanation it appears RVO will not cover the changed fuel cost when the WORKS exceed the planning. This is already covered by applying LD's	CLIENT will not cover changed fuel costs when the WORKS exceed the planning, unless the delay is caused by CLIENT.

#	Lot	Subject	Question	Answer
	survey , 3D-UHRS survey			
170.	Seabed survey , 2D-UHRS survey , 3D-UHRS survey	DDW_G P_20230 619_Tender_Document_F ; 2.3	End date is 31 December where Annex 4 mentions 28/11 for Lot1, 01/08 for Lot 2 and 15/11 for Lot 3. Please advise what is correct	The Tender Document describes the general contract period which yields for all Lots. The Scope of Work for Lot 2 describes the Cycle Times with desired and required dates for the specific Lot. The dates / Cycle Times as mentioned in the Scope of Work and Annex [4] are leading.
171.	Seabed survey , 2D-UHRS survey ,	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 1.25 & 1.26	Is the COMPLETION DATE referring to 3g-3i depending what principle is chosen?	CLIENT assumes this refers to the 3g and 3h in Annex [4]. Section 1.25 refers to the 'OFFSHORE COMPLETION DATE' which relates to both 3g and 3h.

#	Lot	Subject	Question	Answer
	3D-UHRS survey			
172.	Seabed survey, 2D-UHRS survey, 3D-UHRS survey	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 1.17 WORKSITE	WORKSITE to include safety zone around the survey area to allow vessel to safely turn the vessel with towed equipment.	CLIENT is aware of the significant turning circles for geophysical vessels during acquisition. However, the maneuverability varies between vessels and towing configurations. CLIENT believes that the proposed Investigation Areas allow enough room for vessel mobility. If CONTRACTOR does not agree, this can be discussed with CLIENT before acquisition.
173.	Seabed survey, 2D-UHRS survey, 3D-UHRS	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 2.1 & 29.6	Please confirm instructions, notices, agreements, authorisations, approvals and acknowledgements via email are acceptable	CLIENT 's preferred way of communicating during the project is by email. In case of a Technical Query, Document Review, Personnel Replacement, Variation Proposal or Variation Request CLIENT asks the CONTRACTOR to use the official forms as shared with this Tender. These documents should be shared between CLIENT and CONTRACTOR through email and are considered as "formal notices" as mentioned in article 29.6 Conditions of Contract.

#	Lot	Subject	Question	Answer
	survey			
174.	Seabed survey , 2D-UHRS survey , 3D-UHRS survey	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 3.2	Remove and exchange for "The CLIENT REPRESENTATIVE has no powers to amend the CONTRACT."	Not Agreed.
175.	Seabed survey , 2D-UHRS survey , 3D-UHRS	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 3.4	Will COMPANY provide a fuel price to calculate with in order to give all TENDERERS same starting point?	It is unclear to CLIENT which section in the Conditions of Contract is referred to. No prices except for what is requested in Annex [4] needs to be submitted as part of the proposal. CLIENT will not submit a fuel price, this is up to the CONTRACTOR to decide.

#	Lot	Subject	Question	Answer
	survey			
176.	Seabed survey , 2D-UHRS survey , 3D-UHRS survey	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 4.6	Access for CLIENT and other contractors should not be reasonably withheld but may not lead to delay for CONTRACTOR. Any material impact on the performance of our work is to allow time and price relief.	See answer to question 48.
177.	Seabed survey , 2D-UHRS survey , 3D-UHRS	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 5.2	Text to be amended to include the change of crew bi-weekly as per vessels crew change regime	Not agreed. CONTRACTOR is responsible for the vessel crew change regime. The CLIENT Representative will make use of the vessels crew change regime.

#	Lot	Subject	Question	Answer
	survey			
178.	Seabed survey , 2D-UHRS survey , 3D-UHRS survey	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 6.1	The parties agree and acknowledge that the CONTRACTOR has not inspected the project site prior to commencement of the WORK and therefore has no knowledge of the project site or its surroundings, save as may be stated in the site data provided by the CLIENT. CLIENT shall issue a variation under Clause 11 if conditions disclosed to or encountered by the CONTRACTOR after the effective date of this CONTRACT (including the encountering of any obstacles or adverse conditions that were not disclosed before) are different and have caused the CONTRACTOR to suffer delay and/or incur additional cost.	Not agreed.
179.	Seabed survey , 2D-UHRS survey , 3D-UHRS	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 10.2b	Liability of 2 years is something we normally do not work with. We have procedures in place that data can be accessed in an early stage with stakeholders and CONTRACTOR would wish to explain/discuss	See answer to question 141.

#	Lot	Subject	Question	Answer
	survey			
180.	Seabed survey , 2D-UHRS survey , 3D-UHRS survey	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 11.5	We would require to include that if the total value of Variations for which no agreement has been reached on payment exceeds 10% of the original contract price is subject to Contractor's consent.	Not agreed.
181.	Seabed survey , 2D-UHRS survey , 3D-UHRS	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; New Clause 11.5	We would like to include a Vessel Availability end date concept, if exceeding this date due to reasons not attributable to the Contractor then Contractor shall be able to demobilize and costs to complete the works are regarded as variation.	Not Agreed. All provisions regarding variations are in Clause 11 of the Conditions of Contract.

#	Lot	Subject	Question	Answer
	survey			
182.	Seabed survey, 2D-UHRS survey	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F	CONTRACTORS entitlement to adjustment of the contract price and/or Schedule by means of a variation to be listed as, but not limited to: a. the Client, through its instructions, actions or lack of actions, has varied the scope and/or schedule of the WORK; or b. any failure, impediment, interference or omission by a member of Client, a third party or marine life has caused CONTRACTOR to incur additional cost and/or time, or; c. the CONTRACTOR has no free and unobstructed access to the WORKSITE or any part thereof or: d. unsuitable or unsafe working conditions or restrictions caused by any authority concerning environmental issues impact the WORK; or e. fishing gear or other obstacles at the WORKSITE	Not Agreed. All provisions regarding variations are in Clause 11 of the Conditions of Contract.
183.	Seabed survey, 2D-UHRS survey	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 12.6	If the effects of one or more Force Majeure event(s) last longer than two months in the aggregate, each party is entitled to terminate this Agreement with immediate effect. In such event Client will pay the Contractor for work performed, direct and reasonable costs relating to ending the Services (including supplier and subcontractor cancellation costs) and demobilization costs at the agreed prices (provided that mobilization had already commenced).	Proposal not accepted. See answer to question 63.

#	Lot	Subject	Question	Answer
	survey			
184.	Seabed survey, 2D-UHRS survey, 3D-UHRS survey	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 13	In case of non-payment by the CLIENT, the CONTRACTOR can give notice to the CLIENT requesting payment to be made within 7 days. If payment has not been received within such time, the CONTRACTOR is entitled to suspend the WORK for CLIENT's account. Such suspension will be treated as if it were a suspension for CLIENT's convenience. In case suspension last for more than 14 days the CONTRACTOR can terminate the CONTRACT and compensation will apply. Resumption of Work following Suspension is subject to Contractor's other commitments.	Proposal not accepted See answer to question 65.
185.	Seabed survey, 2D-UHRS survey, 3D-UHRS	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 16.2	Please clarify intention of this Clause seems not applicable	Not agreed. Applicable to Lot 2.

#	Lot	Subject	Question	Answer
	survey			
186.	Seabed survey , 2D-UHRS survey , 3D-UHRS survey	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 18	CONTRACTOR is to obtain permits, licenses..etc generally needed for our vessels and crew. Any permits, licenses, authorizations and approvals which are specific to the projects (including the rights to perform activities at the survey site) are to be provided by the CLIENT. CLIENT to provide for compliance with any specific requirements following out of CLIENT provided permits, unless expressly included in the CONTRACTOR's SOW.	See answer to question 71.
187.	Seabed survey , 2D-UHRS survey , 3D-UHRS	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 19.3	We wish to discuss this Clause for better understanding	For questions according to clause 19, please see answers to questions 72 up to and including 77.

#	Lot	Subject	Question	Answer
	survey			
188.	Seabed survey , 2D-UHRS survey , 3D-UHRS survey	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 19.4	Same as above and term "Temporarily Hired" to be clarified	For questions according to clause 19, please see answers to questions 72 up to and including 77.
189.	Seabed survey , 2D-UHRS survey , 3D-UHRS	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 21	There should be mutual exclusions by each party for claims of its GROUP. Client GROUP to be defined including temporary hired if that is the case.	Proposal not accepted.

#	Lot	Subject	Question	Answer
	survey			
190.	Seabed survey , 2D-UHRS survey , 3D-UHRS survey	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 24.4	For the avoidance of doubt we would expect “cost that can not be cancelled” to be, not limited to, demobilisation costs (as agreed), costs arising out of termination of the contract (including cancellation costs of suppliers and subcontractors) plus an mutually agreed and reasonable termination fee for the unperformed portion of the work.	Not agreed. See answer to question 117.
191.	Seabed survey , 2D-UHRS survey , 3D-UHRS	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 30.1a&B	delete “per event”	Please see answer to question 9.

#	Lot	Subject	Question	Answer
	survey			
192.	Seabed survey , 2D-UHRS survey , 3D-UHRS survey	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; 42	KEY DATES in Chapter 3 of Annex [6] – Section IV Scope of Work; Reference seems incorrect?	This should be Section 1.9 of Annex [5] -Section IV Scope of Work
193.	Seabed survey , 2D-UHRS survey , 3D-UHRS	DDW_202303117_RVO_GP_Annex 5_Section II_Conditions_of_Contract_F ; General	LD's are covered in the CONTRACT but bonus scheme appears missing	Bonus scheme is covered in Annex [3] Remuneration, which is mentioned in Section 1.1 of the CONTRACT

#	Lot	Subject	Question	Answer
	survey			
194.	Seabed survey, 2D-UHRS survey, 3D-UHRS survey	Annex [4] Cycle_Times_and_Prices_Rates	When filling in the weather this amount is being added to the "survey works" instead of only to the weather. The result of this is that the total amount is doubled. Could this be fixed?	There was indeed an error in Annex [4] for all lots, resulting in doubling of the WoW. A new updated version of Annex [4] for all Lots has been published with this MOI.