

Memorandum of information `European open procedure for the execution of services to make an Integrated Ground Model for Nederwiek Wind Farm Zone (zuid).

Date: 13 March, 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 (202210061 / WOZ2230067 European open procedure for the execution of services to make an Integrated Ground Model for Nederwiek Wind Farm Zone (zuid).

No.	Question	Answer
1	Page 4 - References Please clarify. The SOW refers to documents that have been withdrawn and superseded by later versions, e.g. DNVGL-RP-0416 and EN ISO 19901-2:2017	Contractor is free to use a more recent version of the referenced documents.
2	Annex 6-V- Scope of work Page 10, Section 1.3 Please clarify the vertical extent of the IGM. The geophysical data are understood to cover the depth zone to 100 m and the geotechnical data are understood to cover the depth zone to 60 m.	The Tenderer shall allow for preparing the IGM to a depth up to 100m below seafloor. The integration of geophysical data and geotechnical data is required over the full depth of available geotechnical data. Beyond the depth where no geotechnical data is present, the geophysical data shall be used to provide the geological framework.
3	Annex 6 - V Scope of work Page 17, Section 2.2.3 Please confirm (1) that the second GP contractor (3D survey) operates independently from the first GP contractor (2D survey) and (2) that the second GP contractor will provide 'initial interpretation' and no 'interpreted sub-seabed geological units'.	The 3D GP survey contractor is not yet confirmed. The campaign will operate independently from the 2D campaign. The Contractor shall not assume that an initial interpretation is available.
4	Annex 6-V Scope of Work Page 21, Section 2.2.7 Please confirm that review of results of any laboratory tests on ecological samples and water samples will be excluded from the IGM scope of work.	Confirmed. The review and/or interpretation of the ecological soil and water samples will not be part of the GM Contractor scope.
5	Annex 6-v Scope of work Page 22, Section 2.2.7 Please confirm that CONTRACTING AUTHORITY will provide the sampling and testing strategy (The sampling and testing strategy of the boreholes is yet to be defined and may be a combination of in-situ PCPTs and sampling techniques down to maximum depths of approximately 60 m below seafloor	Please refer to Section 2.2.6: the CONTRACTING AUTHORITY will prepare a laboratory testing strategy for Lot 1 (seabed phase) and a geotechnical location plan (2.2.7).

No.	Question	Answer
6	Annex 6-V Scope of work Page 25, Section 2.2.10 Please clarify intent for 'further processing of the GP'. Some text seems missing.	An assessment is requested of the potential benefit of further reprocessing (not the performance of the reprocessing itself) of geophysical data, in light of the close inspection performed in the activity of 2.2.10 and the Tenderer's plan for quantitative integration in later steps. No text is missing.
7	Annex 6-V Scope of Work Page 35, Section 2.2.19 Please specify which 'Dutch standard' should be accompanied.	The Dutch standard that is referred to is relevant to GIS components discussed in this section of the SOW. Further information can be found in <i>Appendix A GIS Metadata Requirements</i> of Annex 5 - Starting Points and Assumptions
8	Annex 6-I Contract Formation and duration - penalties Can you include the following: "Penalties are the sole and exclusive remedies for delays for the Contracting Authority under this Contract."	This is not agreed. The Contracting Authority wishes to keep the other options open as mentioned in article 2.4 of the Contract.
9	Annex 6-I Contract Formation and duration - Penalties Please delete "the right to damages" The penalties should be the sole remedy for delays and Contractor should not be liable for additional damages due to the delays. "	Not agreed. Please refer to the answer to question 8.
10	Annex 6-1 Contract VAT For these office consulting services we understand that VAT will be applicable and chargeable and thus payable by the Contracting Authority. If Contracting Authority has a specific VAT exemption for this project/these services can this be clarified/provided.	There is no specific VAT exemption for this project/these services.
11	Annex 6 - III - Arvodi 2018 Clause 16.5 Payments and variations Should any new information that is brought to the notice of the Contracting Authority or any changes to the statutory regulations applicable to the work in question lead to the work performed by the Contractor under the Contract becoming demonstrably less demanding or extensive, this constitutes a downward contract variation for which the Contracting Authority is entitled to a discount."	The contracting authority does not agree to leave out the last part of the text from Article 16.5 ARVODI 2018.

No.	Question	Answer
12	Annex 6 -III - Arvodi Clause 21.3 - Liability "Please change as follows: Unless agreed otherwise, a Party that imputably fails to discharge its obligations is liable to the other Party for any direct damages incurred by the other Party, on the understanding that liability is limited to the following amounts: 150% of the contract value in aggregate. [...] The limitation of liability referred to above will not apply: a. in the event of third-party claims for compensation in respect of death or personal injury and caused by the negligent act of Contractor; b. in the event of wilful intent or gross negligence on the part of the other Party, the Contractor's Staff or the Contracting Authority's Staff; c. in the event of a breach of intellectual property rights as referred to in article 24; d. in the event of an agreement concluded between the Parties under article 14, paragraph 2: to claims for compensation in relation to failure to comply with that agreement, including any fines imposed by the supervisory authority."	Liability is reduced to the total maximum Contract value.
13	Annex 6-III Arvodi Clause 23 Retention of right to demand performance Please make this subject to a change order or variation. The Contractor should be able to renegotiate the time schedules due to possible other commitments.	The Contracting Authority does not agree with the proposal.
14	Annex 6-III Arvodi Clause 24.1 Intellectual property rights Article 24 ARVODI-2018 states that the intellectual property rights, as a result of the services carried out by the Contractor, belong to the Contracting Authority. In general all IP rights belong to the creator of the product, in this case the Contractor. However we can agree on a right of use for the IP-rights regarding this assignment. Could you therefore consider to replace Article 24 with the following: "The documents provided by the Contractor will become	The Contracting Authority understands your explanation. However, the Contracting Authority is of the opinion that Article 24 ARVODI-2018 provides the right legal framework for this. Reference is made to Article 24.3: "In so far as the results of the Services performed are achieved partly or wholly using existing intellectual property rights that do not accrue to the Contracting Authority, the Contractor grants the Contracting Authority a non-exclusive and irrevocable right of use for an indefinite period. In such an event, the Contractor guarantees that it is entitled to grant the aforesaid

No.	Question	Answer
	the Contracting Authority's property and may be used by them for the purpose for which they have been produced."	right of use." Article 24 paragraph 1 then describes what you also describe in your proposal. The Contracting Authority therefore does not agree that Article 24 ARVODI 2018 is deleted nor that it will be replaced by the condition proposed.
15	Annex 6-III Arvodi Clause 26.2 Insurances Contractor can provide insurance certificates, insurance policies cannot be provided.	Agreed, a certified copy of the insurance certificate is sufficient.
16	Annex 6 - III Arvodi Clause 19 Bank Guarantee In accordance with Article 19 ARVODI-2018, the client may require an on demand bank guarantee, which will entail additional costs for the Contractor and should therefore be included in the pricing. Do you intend to require an on demand bank guarantee?	A bank guarantee is not relevant for the execution of the assignment and therefore it is not required.
17	Annex 6-V Scope of Work Page 16. Section 2.2.2 Can you please clarify if and how the GP has been instructed to develop 'interpreted sub-seabed geological units' with respect to the geotechnical purpose of the IGM. Should CONTRACTOR allow for complete re-interpretation of the UHRS data for geotechnical purposes?	The GP contractor has been instructed to interpret the main geological boundaries. The GP contractor has minimal access to Geotechnical data on the site. Therefore the preliminary ground model supplied may be subject to reinterpretation throughout when geotechnical data are integrated. It is the Contractor's responsibility to assess the provided information as part of the Tender and based on this to estimate the extent of the required reinterpretation based.
18	Annex 6-Contract Clause 3.5 Indexation Contractor should have the right to reject an extension after the initial 2 year term if Contracting Authority is not accepting an indexation of the rates.	Not agreed. The conditions for indexation are described in Clause 3.5. Parties are already in agreement about this.
19	Annex 6- III Arvodi Clause 14 This clause should be reciprocal	Agreed.

No.	Question	Answer
20	Annex ^6 - III Arvodi Clause 24.3 IP This clause is limited to a licence to services,. Secondly Contractor wants to retain a right to use the data and information for our own purposes.	This proposal is not accepted. All information that the contractor receives in the context of this Contract will accrue to the Contracting Authority.
21	Annex 6 - III Arvodi Clause 24.9 This clause should be deleted. In case Contractor develop IP in the context of the services other than in relation to the data or the report itself, that IP should remain with Contractor	Not agreed. All the IP that the contractor develops in the context of this Contract will accrue to the Contracting Authority.
22	Annex 2 - List of references. Is it correct that in criteria 3 and 6 with the term "offshore structures" Offshore Wind Farm structures are meant relevant/comparable to this project (with > 30 geotechnical borehole and CPT locations and at least 1000 line kilometers geophysical survey data)	No, the term "offshore structures" is not limited to Offshore Wind Farm structures and can be related to other offshore infrastructure.
23	In the Portal the following reference is made: Wetsverwijzing Leveringen/diensten afgelopen 3 jaar Can you clarify what is meant and if this links in some way to the Project Reference times.	Annex 2, the time frame for the reference assignment has been increased to 5 years. The phrase on the portal must be changed to: "Levering/diensten afgelopen 5 jaar"
24	From inspection of the "delivery dates and prices" spreadsheet, it looks as though the schedule is incorrect, with e.g., the final IGM due at the same time as the Final GIR (excluding interpretation). Please clarify the entire schedule.	The "date determined by input TENDERER", cell J93 is determined by the latest date calculated for items 3g, 3k and 3q (Final GGM Report, Final GIR excl. cyclic test results and Interim IGM Report). The Final IGM report is hence not considered for calculating points for the scheduled delivery. The Final IGM report is however included as a Key Date on which L/D is applicable. When the maximum cycle times are entered, the Final GIR (item 3k) is due no later than 30 Oct 2024, whereas the Final IGM report (item 3u) is due no later than 11 Dec 2024.
25	Please clarify which version of Kingdom Suite and associated SQL server will be (1) provided as input, (2) required as deliverable.	For input and output Kingdom 2020 SQL 2014 applies.

No.	Question	Answer
26	ESPD We understand that Contracting Authority does not require Part III C of the ESPD to be filled ("NONE" box has been ticked). Please confirm.	No this is not correct. An amended ESPD has been published on TenderNed with this MOI.
27	Reference is made to "CONTRACTOR" and "IGM CONTRACTOR" in assorted documentation. Are they the same?	Yes. They are the same.
28	7.3.15 Structure and content of the TEnder: A PD has to be handed in with the submission of the offer. Section 3.1.2 describes a PD and a PQP. Can you confirm that the development of a PQP is part of the contract work described in Annex 6, SoW, chapter 2.2.1, and not a part of the documents to be submitted with the offer beforehand?	The Tender shall include PD detailing the approach regarding the execution of the works. The PQP is considered a critical and integral part of the execution of the SOW and therefore also relevant for the assessment of the tender. Throughout the project, as the understanding of the data increases, periodic updates are required of the documentation. This is outlined in the SOW document.
29	In Line 3a "Delivery of Draft Report..." there is a reference to item 1o (Final Geophysical 2d reports), which cannot be found in the document. When is the "Final Geophysical 2d reports" to be expected?	Apologies for this mistake. The line item 3a should read: "Delivery of Draft Report Geological Ground Model (after receiving of final geophysical 2D reports, item 1k)"
30	What is the score for a Diplom (Univ.), a German academic degree for graduate engineers?	The level of education is assessed according to the European Qualification Framework (EQF) / https://europa.eu/europass/en/compare-qualifications. A graduate engineer compares to EQF Level 6
31	3.2.1 "No more than 5 persons can be specified per group in Annex 3 "Qualifications of key project members". This includes potential backup / replacement personnel. If more than 5 persons are offered, only the first 5 will be assessed". NW GM Annex 3 – "Qualifications of key Project Members" uses "A", "B" and "C" for the sections. Are these the "groups" described in the tender document? If so there is only the possibility of allocating 2 persons for A, 4 for B and 4 for C. Can additional lines be added to add up to 5 in total per group and tenderer be permitted to modify the formulae accordingly?	Thanks for pointing this out. Annex 3 has been amended and the revised update has been published with this MOI.

No.	Question	Answer
32	"The IGM CONTRACTOR shall provide a set of appropriate quality metrics indicative of the relative confidence in predicted values at appropriate spatial and depth intervals." Needed quality will depend on the stability of the chosen design method. Should the metrics take this into account?	The IGM should not be developed with a specific design method in mind and therefore the quality metrics should be designed to accommodate all reasonable approaches.
33	How long should the free-of-charge 3D visualization be publicly available in case it will be provided as online solution?	The Contractor is free to propose an online accessible solution but the 3D visualization should also be accessible as a free stand-alone solution without any limitations on the access time.
34	"One set of continuously variable (vertically and laterally) parameter profiles derived as a function of one or more input datasets derived from the seismic datasets. These may be produced by correlation with seismic and attribute traces by using machine learning or advanced (geo)statistical simulations or algorithms designated for this purpose, with at least four estimated parameters." What is meant with "at least four estimated parameters"? Four output parameters or output generated with at least four estimated input (attributes) parameters?	The four estimated parameters stated refer to four output parameters, being: - q_t - f_s - u_2 - G_{max}
35	The contract period is expected to be from 29 May 2023 to 1 July 2025. In 5.2.4. (Award criteria relating to delivery dates) the delivery of the final report is expected for 31. September 2024 (+XX days). More than 30 days+ leads to exclusion from the tender. Can you elaborate on this?	After the final reports are submitted to the Contracting authority (note that the final IGM report -item 3u in Annex 4 - can be delivered after the ultimate date of 30 October 2024, see response to question 24), there are several activities including the preparation and presentation of the Webinar, which follow on from the final reports. Also, the Contracting authority will seek to obtain certification reports from an independent certification body, for each of the Ground Model deliverables. The Contracting authority anticipates that above activities will occur during the first 2 quarters of 2025.
36	"Inputs: Seismic amplitude, seismically derived velocity and other attribute data" What format is preferred for the velocity input for the generation of the predicted CPTs (Migrating stacking velocity or interval velocity)?	There is no preference where data are reprocessed by the CONTRACTOR. The GP contractor shall deliver SEG Y interval velocities in time and ascii format stacking velocities.
37	"Beside digital data formats (e.g., SGY, ASCII, xyz etc.), the deliverables will include GIS files and a single seismic workstation project (Kingdom)." Please specify if Kingdom Project will be provided as v2022 or v2023.	Please refer to the answer on question 25.

No.	Question	Answer
38	"The CONTRACTOR will be supplied Navigation Attached 3D gathers, the processed data volume and an initial interpretation undertaken by the additional geophysical contractor responsible for the 3D-UHRS survey." Does this statement suggest that the contractors for the 2DUHR and 3DUHR are different and that the initial GM interpretation will be performed by different contractors?	Yes, contractors for 2D and 3D UHRS data may be different and any interpretation may also done by an a different contractor.
39	Can you disclose seismic acquisition parameters for the 2D and 3D acquisition such as min/max offset, shot rate, sampling, frequency content and QC criteria?	Tenderer can access details of the Geophysical scopes of work by accessing the following websites: 2D Survey: https://www.tenderned.nl/aankondigingen/overzicht/269527/documenten 3D Survey – please note that this is an example of a similar scope of work but with significant differences to the 3D survey that may be executed at Nederwiek (zuid), such as the different investigation area; therefore the following can only be used as an indication for the 3D survey that may be executed in Nederwiek (zuid): https://www.tenderned.nl/aankondigingen/overzicht/269739/documenten
40	Age dating samples listed in SOW document section 2.2.7 state 100 tests. Age dating samples listed in SOW document section 2.2.9 state 200 tests. Which is correct?	Apologies for this discrepancy. For the downhole investigation (Lot2) multiple age dating tests are to be scheduled. The appointed geotechnical contractor has allowed for multiple types of tests including palynology analysis (300x), analysis of algae (50x), fungi (50x), spores (50x), botanical macroremains (50x), nano- or micro fossils (50x), ostracods (50x), macroplants (50x), carbon age dating (50x), mollucs (50x), diatoms (50x) and OSL tests (5x). These are considered maximum amounts. An optimised lab program proposed by the GM contractor should always seek to optimise the program and limit the amount of testing where feasible depending on the geological requirements.

No.	Question	Answer
41	The amount of work in the reprocessing of 2D multichannel seismic data is strongly dependent on the quality of data delivered by the Geophysical contractor. On top of that the 3D processing is completely optional since it is not decided yet if there will be a 3D dataset. Still in the Pricing sheet there is only one item for the reprocessing of seismic data. How can the optional costs related to the optional scope be reflected in the Pricing sheet? Is there a minimum data quality, that the CONTRACTOR can assume, to receive from the Geophysical contractor? (e.g. in case the geometry is not accurate enough the data can be handed back for reprocessing)?	Tenderer should price for comprehensive reprocessing in both fixed and optional scopes.
42	Has the GP contractor defined a seismic processing flow? Could that be shared beforehand?	No, this will not be made available during the tender period.
43	The SoW refers to both PD (Project Documentation) and PEP (Project Execution Plan). Please clarify the difference, if any.	Project documentation refers to all documents that are relevant for describing Tenderer's proposed methods. These can include: Project Execution Plan, Project Quality Plan, HS&E Plan, schedule, risk matrix.
44	In case of timeline difference between Annex 6 - V and Annex 6 - IV, please clarify which will have the highest rank of the documents.	Clause 1.2 of the Contract Document sets the hierarchy of documents and specifies that Annex 6 - section IV overrides the Annex 6 - section V in case of inconsistencies.
45	The payment schedule states 20% payment for final GGM, 20% after final GIR, 20% after final IGM and 20% after final cyclic interpretation report. This will, in practice, mean that 80% of the contract price will be paid at the end of the project. Can RVO consider distributing the payment schedule so it better reflects the work intensity provided by the contractor? For example linking 20% payment at first draft GGM report, and 20% at first draft GIR report.	The payment schedule in the Annex 6 - section IV has been amended to spread the payments more over the project. Annex 6 – section IV will be published on TenderNed with this MOI.
46	Can we assume that if one of the optional tasks is carried out, all of the optional task will be executed?	If CONTRACTING AUTHORITY decides to commission a 3D survey, then all the associated scope elements would be activated. Costs associated with these are captured in Annex 4.
47	Payment is based on delivery and acceptance by client; this means that we will have a negative cash flow during the project. Is the client willing to adjust the scheme in such a way that the payment can be done based on monthly progress, or similar regulation?	Please see the answer to question 45.

No.	Question	Answer
48	Does the client foresee any interface between the Contractor and designer (in the case of early involvement of designer)? It is recommended to have the opinion of the designer of the planned laboratory testing types on soil formations to allow for a cost-efficient and more realistic design.	No, during the execution of the contract there will be no early involvement of the designer. As such the GM, GIR and IGM shall cater for a variety of design methods and options.
49	With respect to the advisory position of the Contractor towards the site investigation planning and laboratory test for the design and installation of foundation and cables, the time span between Lot1 and Lot2 becomes of importance in terms of the alignment and planning. Does the client have an idea of minimum time span between Lot1 and Lot2?	The Geotechnical Investigation of Lot 1 is currently planned to start beginning of May 2023 and may finish early June 2023 depending on progress. Lot 2 investigation (downhole) is currently scheduled to start mid August 2023. Therefore a period of approximately 2 months can be assumed between Lot 1 and Lot 2 fieldwork.
50	In paragraph 4.3.2, it is required to create and present an ISO compliant Ground Model (IGM) for an offshore structure, integrating geological, geophysical and geotechnical data. What is meant with 'ISO compliant'? In which way can the tenderer comply with the ISO norm?	The WORK is covered by several ISO standards with which the IGM should comply (e.g. ISO 19901-8 and ISO 19901-10).
51	Paragraph 3.2.1 states that no more than 5 persons can be specified 'per group'. The paragraph also refers to Annex 3, where the term group is not mentioned. What is meant with the term 'per group'?	Please refer to the answer to question 31.
52	Contract Article 3.5 states that when the contract is renewed, indexation applies. Is the CBS-price index in agreement?	Yes. The CBS-price index is in the Contract document. The prices and rates can be adjusted in line with the index figure set by Statistics Netherlands (CBS Statline) applicable to collectively negotiated hourly wages (including special bonuses) in the business services sector
53	Contract In Article 3.4, the tariffs are fixed for the duration of the contract. The contract period is from 29 May 2023 to 1 July 2025. Could the tariffs be indexed?	Yes, in case the option to extend the Contract is invoked, the prices and rates can be adjusted once.
54	Contract Question 2.4.3: Is it possible to amend the penalty provision so that the penalty is only payable after setting a reasonable deadline?	No. See also article 21.1 of the ARVODI 2018.
55	Contract Question 2.4.2: Are you willing to add to this provision that the penalty is	No. The Contracting authority is not willing to do this.

No.	Question	Answer
	only due in case of late delivery due to an attributable shortcoming of the contractor?	
56	Contract Article 2.4 contains a penalty provision, according to which without a notice of default a penalty may be claimed: per calendar day. This penalty provision does not give the contractor the opportunity to remedy any defects by a reasonable period of time and is therefore not proportional (for brevity's sake, please refer to Rule 3.9 A of the Guide Proportionality. The current penalty provision therefore potentially affects pricing. Question 2.4.1: Is it possible to render the penalty clause inoperative for the present contract? If not, please kindly answer the following 2 questions (question 2.4.2 & 2.4.3).	The Contractor will be given the opportunity to remedy any defects. These defects must be corrected within 14 calendar days.
57	Annex 6 - IV outlines a detailed delivery plan with review sequences and final delivery dates. Can we assume that there will be no more updates to a report after the final delivery?	The Contracting authority will accept the final report as per the delivery schedule, provided all comments are addressed and considered appropriately. A revision of the final report may be required after review by the independent certification body.
58	"The CONTRACTING AUTHORITY reserves the right to approve or reject the reports." Would/could this be at the recommendation of the IGM CONTRACTOR, following review and comments?	The IGM Contractor will be given an opportunity to inspect the factual data from the GT Contractor and to provide comments to the Contracting authority. The Contracting authority reserves the right to reject a report based on the findings from the IGM Contractor.
59	"Velocity model QA as e.g. semblance, residual moveout, stack power displays to be agreed with CONTRACTING AUTHORITY at no greater than 250 m intervals, at significant soil unit boundaries throughout depth range." Please confirm the how many soil boundaries are anticipated as 'significant' across the site to be presented at 250 m intervals.	This is specified earlier in the SoW document, where an estimation of the expected number of units is given. See section 2.2.10 and 2.2.12. Note that this quantity is an estimate based on neighbouring sites.

No.	Question	Answer
60	"Upon completion of a geotechnical sampling location the CONTRACTING AUTHORITY, through input from the GT, will propose LTAFs for each location. The LTAF will be prepared by the GT based on CONTRACTOR's laboratory strategy and location prognosis sheets. A review of the LTAF will be requested by the CONTRACTOR. Once the LTAF is reviewed and approved, the GT can commence testing activities." This is confusing; please confirm approval of the LTAF is responsibility of IGM CONTRACTOR within 48hrs of receipt of draft LTAF from GT contractor (excl. weekends).	The review and confirmation of the LTAF is the responsibility of the IGM Contractor. The approval of the LTAF will be the responsibility of the Contracting authority.
61	"Structural interpretation of any required additional geological units and refinement of the interpretation in the PGM. Detect and interpret (proximal to the GI location) as appropriate: sub-layers, and design-sensitive horizons (peat, channel infills, glaciotectionic features) as well as any potential geohazards." Does CONTRACTING AUTHORITY anticipate any further interface with the geophysical contractor at this stage of the project? This is a high risk activity for the IGM CONTRACTOR, specifically with the potential to enhance the interpretable data quality in 2.2.4 - these clauses will, in effect, penalise excellence in reprocessing.	There will be no opportunity to interface with the GP contractor at this stage.
62	Please specify which digital deliverables will be made available by the geotechnical contractor during the SI campaign?	The GT contractor will provide digital data in the form of: - AGS 4.0 (or higher) format - ASCII - Excel or csv - Log ASCII Standard (LAS) files The GT contractor will issue a data example (pilot data) which the IGM Contractor has an opportunity to review (see 2.2.8 of the SOW). The outcome of the data output review will set the standard for the rest of the project.

No.	Question	Answer
63	Does CONTRACTING AUTHORITY require specific formats for geotechnical prognosis sheets? Or can this be specified by IGM CONTRACTOR?	The exact format is not defined. Tenderer is free to suggest their preferred format, reasonable minimum content shall be specified by the Contracting Authority.
64	What is the anticipated positioning accuracy of the geophysical systems being used to plan geotechnical locations? Is it the intention that MAG and UHRS lines are coincident, for example - what acceptable tolerance is being requested of the geophysical contractor?	MAG and UHRS lines are not exactly coincident so GI locations may be limited to orthogonal line intersections where data cross. CPT and BH investigations are expected to be positioned within 5m of UHRS data tracks as defined by the source to near-channel mid point.
65	Please clarify the extent to which IGM CONTRACTOR can/will be involved in review of LOT 1 seabed CPT locations? It currently is stated that this will not be the case, but this has implications for the completion of effective seismic inversion and/or synthetic CPT's. Overlap of ICE CONTRACTOR during this planning phase, particularly on the back on the LDGM would be expected to provide most value for the project.	The IGM Contractor will not have opportunity to define the Lot 1 locations.
66	Can CONTRACTING AUTHORITY provide a turnaround time for draft LTAF after completion of Lot 2 BH for IGM CONTRACTOR review?	The GT contractor is required to provide a draft Borehole Log and Borehole laboratory testing schedule for approval within 48 hours of borehole completion.
67	Noted that CONTRACTING AUTHORITY will define LOT 1 laboratory test strategy. To confirm, this would be VC's?	This is correct.
68	How many single seismic workstations projects are expected to be delivered by geophysical contractor? Draft and final only, or more intermediate steps?	Draft and final only.
69	The LDGM appears comprehensive with a greater focus on legacy seismic, including reprocessing. R10785-Digitizing-and-reprocessing-seismic-archive-data-of-the-Geological-Survey-of-the-Netherlands-for-offshore-windfarms.pdf provides a breakdown of all legacy seismic data used. How much of this will be available in the PGM, and single seismic workstation project?	No seismic data will be made available from the LDGM. Horizons interpreted in the construction of the LDGM shall be made available.
70	Please define what is meant by 'shallow seabed and zonation classification'?	Seabed zonation by seabed soil and/or morphology.

No.	Question	Answer
71	Acquisition of perimeter 3D seismic data will in part drive the IGM process and the resultant seismic inversion works that will be completed. Can CONTRACTING AUTHORITY comment on extent to which they believe 3D seismic corridor will be interpreted? Is there a possible option whereby complete 3D coverage could be considered as part of the geophysical contractor?	There is no interpretation planned. Also, there is no plan for full 3D coverage of the site.
72	Can CONTRACTING AUTHORITY elaborate at this stage on the 'preliminary velocity model' to be provided by geophysical contractor? e.g. expected number of velocity picks across the site, integration of any legacy geotechnical information etc?	The preliminary velocity model shall be the imaging velocity developed as part of the geophysical data processing. No geotechnical data shall be included in this model.
73	Within the specified scope, there are many opportunities for extending offshore characterisation of the NL EEZ based on the results of the existing geotechnical and geophysical campaigns (e.g. IJV1-6, TNW, HKW etc) . To complete this within the 1.4m to 2m EUR limit is prescriptive and likely to preclude this happening alongside NW Zuid - how does CONTRACTING AUTHORITY want IGM CONTRACTOR to further investigate areas for use/innovation of regional, world class datasets for the benefit of CONTRACTING AUTHORITY and future projects?	The primary scope is an observational ground model for the NW-Z site based on information acquired within the site. Additional information is available and the Tenderer is free to propose innovative use of this data that is feasible within the cost limits defined.
74	Is it expected that CONTRACTING AUTHORITY provides early 2DUHR data during this tender process for assessment of reprocessing and seismic inversion trials?	No. This is not expected.
75	Does the '1a NW Zuid' boundary correspond with the 'designated wind farm zone' polygon? From the map it appears as if they do not?	The IA and WFZ do not correspond. The observation is correct. The WFZ is indicative at this stage. For this tender the IA as defined by the coordinates in Table 1 are relevant.
76	Will the development of NW Noord be concurrent with NW Zuid in any way? Can IGM CONTRACTOR assume questions and integration of the wider NNWFZ over the duration of the assignment tendered here?	The Ground Models are independent and no integration of the two models is required.
77	Please define: a) what will be contained in 'preliminary ground model', b) the extent of 'comprehensive reporting' c) the meaning of 'sufficient precision'	a) The preliminary ground model is anticipated to be the output of geophysical survey and interpretation, limited to the principal site-wide erosional boundaries.

No.	Question	Answer
		b) Comprehensive reporting comprises data processing, geological background, interpretational approach, Kingdom workstation project. c) This is adequately defined by the sentence which directly follows: to allow participants to make initial plans and costings for foundation design and cable installation.
78	ARVODI Clause 28.2 We will be able to confirm that at the date of signing the agreement, to the best of our knowledge after making diligent inquiries, no conflict of interest exists with regard to our ability to perform the Services or is likely to arise during performance. Please could you confirm if this is sufficient to discharge our obligations under 28.2?	Not agreed. The Contractor also has this obligation during the further execution of the Contract.
79	ARVODI Clause 24.6 Please could you confirm that this clause only applies in relation to materials arising out of the provision of the Services (i.e. does not apply to background Intellectual Property)?	Agreed.
80	ARVODI Clause 24.4 Would the following minor amendment be acceptable: "In so far as a separate instrument needs to be executed for the assignment of the rights referred to in articles 24.1 and 24.2, the Contractor hereby irrevocably authorises the Contracting Authority to draft such an instrument and will not unreasonably refuse to sign it, without prejudice to the Contractor's obligation to cooperate with the assignment of these rights as soon as the Contracting Authority requests it to do so, without attaching any conditions to its cooperation."?	Not agreed.
81	ARVODI Clause 24.9 Please confirm that the "non-exclusive and irrevocable right of use for an indefinite period " applies only to uses directly in relation to the Contracting Authority's use of Intellectual Property in relation to the Services.	Agreed.
82	ARVODI Clause 24.1 Please confirm that background Intellectual Property will be retained by the original copyright owner.	Not agreed. The Contracting authority uses the explanation as provided in its answer to question 14.

No.	Question	Answer
83	ARVODI Clause 22.2 Please confirm that cancellation of the Contract as part of Clause 22.2 does not impact payment obligations defined elsewhere in the contract.	Agreed.
84	ARVODI Clause 22.2 Please could you clarify events which constitute force majeure under this contract? Typically we would expect these to include, for example: (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (b) rebellion, terrorism, revolution, insurrection, military or usurped power or civil war; (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel; (d) munitions of war, explosive materials, ionising radiation or contamination by radio activity except as may be attributable to the Contractor's actions; (e) inclement weather, flood, drought, fire or natural catastrophe such as earthquake, hurricane, typhoon or volcanic activity; (f) disease outbreak, epidemic, pandemic or public health emergency; and/or (g) restrictions imposed at law in response to Force Majeure, including embargo, quarantine or travel restrictions.	It must be assessed on a case-by-case basis whether there is a legal force majeure situation. The Arvodi 2018 therefore does not contain an exhaustive list of force majeure situations. The contracting authority will therefore not proceed to a further description of force majeure situations.
85	ARVODI CLAUSE 21 Please could you confirm that the liability of the Contractor for any breach of this Contract, or arising in any other way out of the subject-matter of this Contract, will not extend to any incidental or consequential damages or losses or any loss of profits, loss of data, loss of contracts or opportunity, even if the Contracting Authority has advised the Contractor of the possibility of those losses or if they were within the Contractor's contemplation?	Not agreed.
86	ARVODI Clause 21.3 d We cannot agree to unlimited liability in respect of data protection, particularly as we will not be processing personal data. Please could you confirm if this clause could be removed.	Not agreed.
87	ARVODI Clause 21.3c	Not agreed. "Knowing" is too limited.

No.	Question	Answer
	Please could you confirm that 21.3 c only applies to knowing breaches of intellectual property rights?	
88	ARVODI Clause 21.3c Please clarify if the "€5,000,000 for each year or part of a year that the contract has been in force" is an aggregate limit of liability that resets at the beginning of each year (i.e. the maximum aggregate liability in any one year is €5,000,000). We note in the main tender document (Section 2.3) that the Contract Period extends to 1 July 2025, however could be extended by two years, which would trigger significant additional liability with potentially no additional contract value. Could you confirm if the limit of liability in 21.3 of Annex 6-III can be either linked to a multiple on fee (for example three times the fee)?	The liability is based on the total contract value. This is for the entire term of the agreement.
89	ARVODI Clause 20.1, 20.2 Please confirm that we are entitled to extensions of time and delay costs for all events beyond our reasonable control. This also relates to Annex 6-1 Clause 2.4.	Not agreed.
90	ARVODI Clause 18.3 One of our proposed sub-contractors is a UK publicly funded body and subject to the scrutiny of the National Audit office, with its accounts being presented to Parliament annually. It is therefore not possible for them to provide full accounts to other parties to audit. Please could you confirm that in an event an audit is required it is sufficient that, upon reasonable request by the Contracting Authority the Contractor will provide copies of all relevant financial documentation?	Agreed.
91	ARVODI Clause 6.2 Please confirm that this is subject to the Contracting Authority acting 'reasonably'.	Agreed.
92	ARVODI Clause 4.5	No. The deliverables, which requirements they must meet, and the ones that are eligible for payment are set out in the Tender documents.

No.	Question	Answer
	Could you confirm that certain performance criteria will be agreed prior to payment being released?	
93	ARVODI Clause 3.1 and 3.2 Please clarify if this implies an overarching standard of 'reasonable skill and care', rather than 'fitness for purpose'. Our PI would typically cover the former but not the latter.	Agreed.
94	Contract Clause 3.5 Please clarify any reasons that the Contracting Authority may refuse an uplift in prices/rates, and that such an increase will not be unreasonably refused.	Please see the answer to question 18.
95	Contract Clause 2.4 Please confirm that the penalties stipulated in this section do not apply if they occur due to matters beyond the Contractor's control (for example but not limited to: late provision of inputs by the Contracting Authority or other Contractors working for them).	If it is determined that there is a shortcoming in the fulfillment of the agreement that cannot be attributed to the Contractor, the Contractor will not be liable for the resulting damage and Article 2.4 will not apply.
96	Annex 6-I Clause 2.4 states that the key dates against which liquidated damages are judged are 3g, 3o and 3u, however Annex 4 says that the key dates are 2i, 2j, 3k, 3o, 3q, 3u. Please clarify to which key dates does 2.4 apply.	Key dates listed in Annex 4 prevail.
97	Please could you clarify the tender scoring criteria? On TenderNed 20 points are given to Use of Innovative Methods and 10 points to Cycle Times, however in 5.1 of the Tender Document 10 points are given to Use of Innovative Methods and 20 points to Delivery Times.	The quantities have been adjusted on TenderNed and now match the quantities in the Tender document
98	Public Service Contract - Point 2.4: As a non-profit institution, we cannot build up financial reserves for these risks and therefore would it be possible to delete Point 2.4.	Not agreed.
99	Data processing agreement Point 10.2 This clause contradicts our essential contractual principles. Therefore, it would be possible to delete Point 10.2.	The annex 'NW_GM_Annex 6-II Draft Data Processing Agreement_F' is not applicable anymore.

No.	Question	Answer
100	ARVODI Article 21.3: As a non-profit institution, we cannot build up financial reserves for these risks. Therefore, it would be possible to limit contractual liability for the total amount of the contract.	Please see the answer to question 12.
101	ARVODI Article 21.3.c. As a non-profit institution, we cannot build up financial reserves for these risks. Therefore, it would be possible to limit the liability for the total amount of the contract.	Please see the answer to question 12.
102	ARVODI Article 24.7. Would it be possible to change "indemifies" into "is liable towards".	Not agreed.