



Memorandum of information European tender 'Metocean Campaigns for Various Wind Farm Sites in the Dutch North Sea'

Date: November 16, 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 (reference 202306104).

nr.	subject	Question	Answer
1	Indexation	In 3.3. of the contract you specify: "The agreed rates are fixed and invariable during the term of this Contract and cover all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose. " Seeing the volatility on the market this is not acceptable and we would there like to strongly advice to change this to allow an indexation after the first month of measuring.	The agreed rates are fixed for at least one year after the start of the contract. Requests for indexation can be submitted only once a year, exclusively in the month two months prior each new contract year. Before and after this month requests for indexation for the upcoming year will not be considered. Requests for indexation must be sent to the following email address: contractmanagement@RVO.nl. Prices and rates may be adjusted in line with the price index published by Statistics Netherlands (CBS) for hourly rates of pay, including special remuneration established under collective labour agreements, in the business services sector. For this purpose, the figure for the preceding month [month] will be used, with the index for the starting date of the contract January 2024 being set at 100%. Contractor must submit a specified request for indexation together with a print of the information form Statistics Netherlands and make reference to the Contract with Contracting Authority concert. The request will contains the old prices/rates versus the new prices and rates. After Upon receipt of the request Contracting Authority will send a confirmation to the Contractor if the request is granted.
2	Article 22, section 3	What is covered by the term "force majeure"? Virtually everything is excluded. These exclusions are not acceptable to us. Are you willing to limit these exclusions?	In the event of 'force majeure' paragraph 3.1.8 of annex 5 section II remuneration will be leading.. In the appendices to the final agreement, this appendix takes precedence over the ARVODI-2018. Article 1.2 of the Public Service Agreement ARVODI 2018_F is amended as follows: 1. this document;

			2. the Memorandum of Information dated ([date]; 3. the Tender Document with reference 202306104, including the Annexes; 4. the ARVODI-2018; 5. the Tender submitted by the Contractor to the Contracting Authority on [date], reference [...] No further changes will be made to this.
3	ARVODI article 21 section 3	The liability provision included does not provide for any limitation in terms of the nature of damages. We request that you limit liability to direct damages or at least exclude consequential damages, delay damages and image damages from liability. This in connection with not being able to insure these damages. Do you agree to this and if not why not?	Liability is limited in Article 21.3 of the ARVODI-2018. Liability for this assignment is limited to € 3,000,000 per event and € 5,000,000 per contract year or part of a year that the Agreement is in force. This is in contrast to Dutch law where the liability of the Contractor is not limited. No further changes will be made to this.
4	Payment Schedule, Annex 5 Section II	We note that there is likely to be significant delay in getting paid for monthly data in the proposed DaaS model. Are we correct in our interpretation that the monthly fees will only be paid on acceptance of the report, reviews, updates and provision of QC'd data? With your timescale of reporting and reviews, we estimate that it is likely to be 4 months before we can send the monthly invoice. Is that correct or would RVO allow us to invoice monthly and have missing data deducted in areas to avoid such a high negative cashflow?	Your interpretation is correct: monthly fees paid only upon acceptance of the report, reviews, updates and provision of QC'd data. Suggestion to invoice earlier will not be accepted. No further changes will be made to this.
5	Tender doc 4.3.2. Reference Contracts	We note that RVO specify that one of the reference projects must include 10 months of continuous data collection from a floating LiDAR device where data availability was at least 90%. Please can you confirm if that criteria is based on real-time data availability, Winds, Waves, Tides and Currents or can the availability calculation include recovery of the data during a service visit, from an internal logger for example? And does that calculation require achievement over over 90% after QC?	The reference must refer to a final delivered LIDAR dataset. QC transmitted data counts only. This specific reference does not apply to other sensors.
6	VS67_20231013_MC_Annex 5 - Section II Remuneration_F	If the data return was very low on both buoys for a month such that mala applied (for example, if a storm revealed mooring design short coming (buoys drifting) or transmission failure on both buoys, could the contractor have negative total fee for the month or would it be capped at zero?	There may be a negative total amount per month. See Annex 3 - Rates , tab: "data_availability_e.g." and Annex 5 - Section II Remuneration. The only exception is 'force majeure' as defined in section 3.3.1 in the Remuneration document: " In some circumstances the Contracting Authority and the Contractor may agree that maluses can be waived in exchange for Contractor taking measures to improve performance outside the originally agreed scope of work".

7	Scope of Work 2.1.3.	"We understand the seabed current profile and pressure based water level will provide different quality data measurement by being fixed to a height above sea bed. If the contractor chooses to use the self contained optioned subsurface by duplicating current and tide measurements from the LiADR buoy (realtime) because reliably getting the data from the fixed seabed to the moving buoy in all North Sea conditions is considered problematic, what are the reporting requirements for the duplicate data sets? Current profile and tides from the LiDAR buoy will be QC'd and validated every month as required by the scope for payment. Following recovery of the seabed instruments (say after 6 months) that duplicate currents and water level data although in slightly different way, is the contractor required to: - QC and report the seabed current and tide data and additional payment provided only for any data gaps that existed in buoy data? - Is any validation required on the seabed gathered data noting there should be 4 data sets measured for the location? For example, seabed vs seabed, seabed vs searface, seabed vs independent data source? - What is the scope of any required validation?"	For the additional seabed-mounted instruments data shall be reported every 12 months. Quality Control and reporting should be performed on all of current ADCP data recorded on the seabed-mounted instrument every 12 months. Each instrument should be validated against at least one other instrument on site (e.g. seabed versus seabed), and validation should also be made against an independent instrument where available (e.g. a neighboring metocean campaign). If for any reason seabed data is not provided, the final payment will be withheld, see section 3.1.9 of Remuneration document.
8	Scope of Work 2.1.3.	If the Contractor has documented evidence (validation) of reliable wave measurement from the LiDAR buoy, can the requirement to measure waves from the upward looking profiler be removed? Note there are substantial costs added by the profiling waves due to additional equipment and the difficult and time consuming data QC that is required to check the data rigorously. Automated QC is not good enough, especially for this data source, in our opinion. Wave data in the extreme events may not be as reliable due to infusion of bubbles into the water column by breaking waves (white capping). This requirement means 4 wave measurement devices will be deployed for the lot, which seems unnecessary.	The Contracting Authority requires that the wave data are also collected from the seabed-mounted instruments (i.e. all four instruments) for redundancy purposes and to ensure as high as possible data return.

9	Scope of Work, Table 4	We do not believe that Turbidity via ADCP Backscatter works reliably enough in all conditions because the light and sound properties of the water are not always correlated in the same way. Please remove this from the scope of work as it is a highly specialised skilled and not fully accepted by all sedimentologist in our opinion. ADCP backscatter data will be provided so the work can be conducted at anytime by someone who believes in it. The breadth of expertise required by the scope will already challenge all floating LiDAR providers.	The removal as mentioned is accepted. ADCP Backscatter processed 10 minute values do not need to be provided. Please provide raw data only. Raw data is taken into account when calculation ADCP Backscatter availability.
10	Scope of Work, Table 4	Can alternative models be used to measure turbidity, or does it have to be the requested OBS Sensor?	Other in-situ optical sensors for turbidity can be used. Alternative models may in no case be an acoustic in-situ sensor or a remote sensing technique. Also, the sensor must operate with high accuracy over a sufficiently wide turbidity range typically 0-1000 FTU). High accuracy is essential as the foreseen location is quite far offshore, and SPM concentrations will be relatively low (order of mg/l).
11	Scope of Work, Table 4	Does the contractor need to engage expertise to analyse the F-Pod data and report that data, or do we simply hand over the recorded data to RVO?	Data can be supplied "raw" from the system so Contractor does not have to engage expertise for a Contractor. Raw data must be supplied digitally, so raw data must be extracted from the F-Pod (eg. with help from contractor supplier). Contractor must provide uptime and dates for availability calculations.
12	Scope of Work, Table 4	The F-Pod is requested at ~8m above seabed, but we are concerned about fishing interference and mooring entanglement. Can the F-Pod be deployed close to the seabed, for example in frame which also has the benefit of a low noise mooring. A lot of underwater noise surveys are conducted in this way.	We understand the suggestion. However in other projects F-Pod's are located at a height of 8 meters above the seabed. For consistency reasons we therefore like to maintain the requirement of 8 meters
13	Potential locations of the Lots - Section 2.1 of Tender Document	"The specific location for each lot will be announced after award of the contract(s) and could be located anywhere within the whole Investigation Area (see Figure 1)." It is understood that the whole Investigation Area is the polygon "Offshore Wind Farm Zone IA" . By the sentence above, when it refers to "anywhere", does it mean to any of the "Search Areas in partial revision" and/or "Other Search Areas"? Please, can you provide the range of water depth of the Investigation Area?	The position of all lots can be any location in the IA as defined in the SPA and GIS maps. All (search) areas as known from partial revision are still subject to change. The expected water depth can vary from 15m - 55m LAT.
14	Equipment and instrumentation moorings section 2.1.8 SoW	The water depths and locations are not specified. In the IA to considered, depending the location, the site conditions may vary. The mooring design based on the information provided, at this stage should be considered conceptual. Please clarify how this will be considered in the assessment.	Design for at least the harshest conditions and Depths. And describe how design is flexible and adjustable to varying conditions.

15	Scope of Work - reference to "raw data"	Please clarify what you understand as "raw data", "raw decoded data" as referred along the SoW (sections 2.7.2, Figure 2.2).	Raw data is direct recorded data from a system (usually binary). Raw decoded data is the first output from shore based software (usually ASCII).
16	section 2.7.3.1 Data disclosure - Processes reproducible	Note that some information as algorithms, and processes are under IP protection and those shall not be disclose. Please clarify and develop more what it is expected under those requirements.	Contractor should be as detailed as possible so data is reproducible. See bullet point 5 in section 2.7.3.1. If there are processes covered by IP protection this may be accepted, but please describe which processes this applies to and what are the reasons for implementing these steps and describe the potential impact on end users.
17	"Reserved right for additional purchases"- Tender notice	Please, can you clarify if those additional purchase will be managed as a Variation Order? Should those be considered in the commercial offer?	No; additional purchases are not part of your Tender.
18	Reporting and reviews - section 2.7.3 SoW	The number of iterations between contractor and contracting authority shall be limited. If any third party as e.g. consultants, acting on behalf of the Contracting Authority, shall accept and be aligned with the accepted Contractor's proposal and procedures and agreed reporting content and formats, etc. Please clarify. Contractor shall not be liable of penalties neither payment delays due to the iteration of such third parties.	The number of iterations will be determined by the Contracting authority. The Contracting authority will manage consultants and third parties. If delays occur which are not caused by the Contractor, penalties or payment conditions can be adjusted, case by case.
19	Proposal deliverables .- Project documentation	Given the uncertainties about the locations, how the Contracting Authority will evaluate the presentation of such information in the PEP, ect respect to the assessment criteria?	Please provide conceptual information in the PEP. Describe the layout for the shallowest and deepest location and various expected conditions.
20		How the Contracting Authority will consider in the assessment criteria for evaluation a "Compliant" offer or element respect to the "Added value" element in the proposal?	Criteria are assessed individually and one criterion has no influence on the other criterion. If the fulfillment of a criterion meets all requirements, a 'good' is scored. If the fulfillment of a criterion meets expectations and exceeds expectations, it is scored as 'excellent, with added value'.

- End of MoI -