



Memorandum of information European tender 'for the 3D-UHRS Geophysical Survey of the Doordewind Wind Farm Zone'

Date: 8 December 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 202310142).

#	Chapter/ Paragraph from the tender document	Question	Answer
1.	Annex 5 Section II - Conditions of Contract	1.20, in relation to the CLIENT OFFSHORE REPRESENTATIVE, please clarify what "Temporary Delegation of Authority" means? Contractor request RVO to confirm that the CLIENT OFFSHORE REPRESENTATIVE has the authority to accept or reject offshore data as it is acquired, and that such acceptance of the data made by the representative is binding upon the CLIENT.	RVO confirms that CLIENT OFFSHORE REPRESENTATIVE has the authority to accept or reject offshore data. See for further information answer to Question 2.
2.	Annex 5 Section II - Conditions of Contract	10.2(b) – with reference to correction of defects, Contractor requests correction to be limited to onshore data processing only, unless the defect is identified before the vessel leaves the WORKSITE. The CLIENT OFFSHORE REPRESENTATIVE must sign-off on completion of the offshore portion of the scope of work before the vessel leaves the WORKSITE. Proposed wording "The CONTRACTOR's liability to reacquire data or samples shall cease immediately upon the relevant vessel's departure from the offshore WORKSITE. Following departure from the offshore WORKSITE, 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	For clarification the following has been added to the contract: As addition to Clause 10.2(b), 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 the CLIENT or CLIENT OFFSHORE REPRESENTATIVE concludes that the WORK is substantially unusable for the CLIENT or if the data or samples are lost due to the CONTRACTOR's negligence. In the event that the CLIENT or CLIENT OFFSHORE REPRESENTATIVE concludes that the WORK is substantially unusable, the PARTIES will agree a suitable way forward to remedy the defect or otherwise address the issue, and

#	Chapter/ Paragraph from the tender document	Question	Answer
		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."	the CONTRACTOR shall at its option, either remedy the defect by remobilising the vessel at its own cost, or refund to CLIENT that portion of the cost to CLIENT which was paid to CONTRACTOR for acquiring the WORK that is defective.
3.	Annex 5 Section II - Conditions of Contract	11.1 – Contractor request that the Client's right to issue instructions must be within the Contractor's "capability and resources" as per LOGIC standard wording	Request accepted. The following will be added to the contract: With reference to Clause 11.1; The CLIENT has the right to issue instructions to the CONTRACTOR at any time to make any variations to the WORK as long reasonably within the Contractor's capability and resources.
4.	Annex 5 Section II - Conditions of Contract	19.1(c) – please remove "CLIENT REPRESENTATIVE or other temporary hires of CLIENT," from the paragraph as the indemnity should be in relation to third parties only	Not agreed
5.	Annex 5 Section II - Conditions of Contract	19.1(d) – delete indemnity and add a identical indemnity in favor of the Contractor.	Not agreed
6.	Annex 5 Section II - Conditions of Contract	19.1(d) – additionally, please advise what "as specified and defined in and in accordance with Section I – Agreement" means as there is no such definition in the Agreement.	RVO agrees that this is not specified in the draft contract. Therefore the following can be ignored: "as specified and defined in and in accordance with Section I - Agreement where such loss or damage is arising from "
7.	Annex 5 Section II - Conditions of Contract	19.3 – Contractor request the indemnity in clause 19.3 to be made by the CLIENT in favor of the CONTRACTOR as it is in relation to the CLIENT's property.	As the CLIENT does not have property offshore. The following will be added to the draft contract: Clause 19.3 can be ignored.
8.	Annex 5 Section II - Conditions of Contract	22.1 & 22.4 - Contractor request clause 22.4 to be amended "CONTRACTOR" to "CONTRACTOR GROUP" – it is not feasible to seek consent for each disclosure the Contractor intend to make within CONTRACTOR GROUP	Not agreed, however CLIENT is willing to discuss a workable approach on a case by case basis.
9.	Annex 5 Section II - Conditions of Contract	22.6 – Contractor requests that all information it discloses is protected in the same manner as RVO's information – clause 22.6 to be deleted and the other sub-clauses in clause 22 to be amended to this effect. Clause 22.1 last paragraph, "same duty" should be changed to	Clause 22 is only relevant for all information and data arising from the WORKS performed by CONTRACTOR under the contract with the CLIENT and does not apply for business sensitive information. RVO therefore does think these changes are relevant.

#	Chapter/ Paragraph from the tender document	Question	Answer
		"comparable duty"	
10.	Annex 5 Section II - Conditions of Contract	30.1 – Contractor asks RVO limit the cumulative limitation of liability, before and after the date of completion, to a sum equal to 100% of the CONTRACT PRICE.	The following will be added to the contract: As referred to in Clause 30.1(a) of the Conditions of Contract; the total cumulative liability before the date of completion of the WORK is limited per event to 100% of the total CONTRACT PRICE. As referred to in Clause 30.1(b) of the Conditions of Contract; the total cumulative liability after the date of completion of the WORK is limited per event to 100% of the total CONTRACT PRICE. The total aggregate cumulative liability for 30.1(a) and 30.1(b) combined is limited to 125% of the total CONTRACT PRICE.
11.	Annex 5 Section II - Conditions of Contract	34 – Contractor ask to limit its obligations of wreck removal to what is required by law or government authority, or where such wreck or debris is interfering with CLIENT operations.	The following will be added to the contract: As referred to in Clause 34 ; The CONTRACTOR shall be responsible for the removal of, and when appropriate, the marking or lighting of, any wreck or debris arising from or relating to the WORK or the property, equipment, vessels or any part thereof provided by the CONTRACTOR GROUP in relation to the CONTRACT when such removal, marking or lighting of is required by law or government authority including the Dutch Coast Guard, or where such wreck or debris is interfering with CLIENT operations
12.	Annex 5 Section II - Conditions of Contract	40 – Failure of contractor´s equipment, Contractor ask to include that if the cause of equipment failure which prevents offshore operations is not within the control of the Contractor, such delay shall not be subject to Clause 42 (liquidated damages).	Not agreed
13.	Annex 6 Section 1 - Draft CONTRACT	6.1 - Defects Liability Period – Contractor ask to limit the Defects Correction Period to one (1) year	The following will be amended in the contract: As referred to in Clause 10.2(b) of the Conditions of Contract; the Defects Liability Period is one year, commencing at the agreed date at which the WORK or the relevant part of the WORK was completed
14.	Annex 6 Section 1 - Draft CONTRACT	6.3 – latest time for receipt of invoices is thirty (30) days – Contractor ask to extend to ninety (90) days	The following will be amended in the contract: As referred to in Clause 14.3 of the Conditions of Contract; the latest time for receipt of invoices is sixty (60) days

#	Chapter/ Paragraph from the tender document	Question	Answer
15.	Annex 6 Section 1 - Draft CONTRACT	6.5 – Contractors asks RVO to specify the Insurance requirements – no limits are stated in the Contract	The following will be amended in the contract: As referred to in Clause 20.2 of the Conditions of Contract; insurance by the CONTRACTOR: employers liability is 10,000,000 euro, general third party is 10,000,000 euro, marine hull and machinery insurance is as per vessel market value and conditions as per the institute time clauses or similar conditions and protection and indemnity insurance is 10,000,000 euro
16.	Annex 5 Section III Remuneration	Please clarify the payment schedule as neither the contract nor remuneration appendix specifies when invoices shall be submitted	Payment schedule has been described in detail in Section 3 of the Remuneration including the details on payment of Mobilisation and Demobilisation Fee and the early termination fee
17.	Annex 5 Section III Remuneration	LD´s - Contractor request to limit LD`s to 10% in the aggregate.	The following will be added to the contract: Notwithstanding Clause 42(e) the Liquidated Damages liability shall not exceed three per cent (3%) of the CONTRACT PRICE in aggregate
18.	Expired	Expired	Expired
19.	Conditions of Contract Clause 6.1	Will Company accept 10.2(b) of the Conditions of Contract; the Defects Liability Period is 12 months two years, commencing at the agreed date at which the WORK or the relevant part of the WORK was completed	See answer to Question 13.
20.	Conditions of Contract Clause 6.8	Will Company accept that information to be shared with Subcontractors that are critical and relevant	Clause 6.8 of the draft contract will be changed to "As referred to in Clause 22.5 of the Conditions of Contract; the penalty for CONTRACTOR for breaching its duty of confidentiality is €50,000 per breach. For the purposes of this Clause, this does not apply to sub contractors or subsidiary companies that are necessary for the execution for the Work.
21.	Annex 5, Section 2 Conditions of Contract	Does the Company concede that contractor shall have the right to perform due diligence on a company to which the contract has been assigned and that process should show that Contractor remains compliant with any and all legal requirements prior to any assignment.	Not agreed
22.	Conditions of Contract Clause 8.2c	Does company accept that despite best efforts it may not be possible despite contractors best efforts to assign subcontracts to Company without the subcontractor's consent at that time and place of assignment	Agreed

#	Chapter/ Paragraph from the tender document	Question	Answer
23.	Condition of Contract 10.2b,c,e,and f	Will company accept this wording in place of clause 10.2 b,c,d,e and f 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, after giving the CONTRACTOR at least one attempt to rectify, 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, up to a limit of: (A) if the CLIENT has already paid the CONTRACTOR for such unperformed part of the WORKS and/or breach of contract, one hundred and twenty five per cent (125%) of the amount paid in relation thereto; and (B) if the CLIENT has not already paid the CONTRACTOR for such unperformed part of the works and/or breach of contract, twenty five per cent (25%) of the amount that would have been paid in relation thereto;	1) See answer to Question 2. 2) As referred to in Clause 10.2(b) the time frame instructed by CLIENT will be reasonably instructed to carry all works necessary to correct ay defects in the WORK arising from any default of the CONTRACTOR 3) As referred to in Clause 10.2(b) of the Conditions of Contract; the Defects Liability Period is one year , commencing at the agreed date at which the WORK or the relevant part of the WORK was completed. <i>4) The CLIENT may undertake the CONTRACTOR's responsibilities in such cases as referred to in Clause 10.2(c2) and Clause 10.2(e) 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 up to a limit of:</i> <i>(A) if the CLIENT has already paid the CONTRACTOR for such unperformed part of the WORKS and/or breach of contract, one hundred and twenty five per cent (125%) of the amount paid in relation thereto; and</i> <i>(B) if the CLIENT has not already paid the CONTRACTOR for such unperformed part of the works and/or breach of contract, twenty five per cent (25%) of the amount that would have been paid in relation thereto;</i>
24.	Conditions of contract 12.4	Will company accept that during a Force majeure event the standby rate will be paid to the contractor?	The following will be added to the contract: In addition to Clause 12.4; CONTRACTOR is allowed to invoice 50% of the Standby rate or Suspension rate (depending on which rate is defined in Annex [4]) during the first seven (7) days of a force majeure occurrence
25.	Conditions of Contract Clause12.6	Does the Client agree that after 7 days of Force majeure the Contractor may terminate the contract and be paid the early termination fee?	Not agreed
26.	Conditions of Contract Clause 13.4	Does Client agree that unless the suspension arises as a result of default on the part of the CONTRACTO CONTRACTOR shall be reimbursed in accordance with the relevant provisions of Section III (Remuneration) or, in	The following will be added: With reference to Clause 13.4 the CONTRACTOR shall be reimbursed by the Standby Rate for the duration of the suspension , unless the suspension arises as a result of default on the part of the CONTRACTOR

#	Chapter/ Paragraph from the tender document	Question	Answer
		the absence of such provisions, in accordance with Clause 11. the Standby Rate for the duration of the suspension?	
27.	Conditions of Contract Clause 17.7	Will the Client accept the update wording "The CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature (but excluding any Consequential Loss as defined in clause 21) for, or arising out of, any third party claim of alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the CONTRACTOR under the CONTRACT except where such infringement necessarily arises from the TECHNICAL INFORMATION and/or the CLIENT's instructions.	Clause 17.7 will be changed to : The CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature (but excluding any Consequential Loss as defined in Clause 21) for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the CONTRACTOR under the CONTRACT except where such infringement necessarily arises from the TECHNICAL INFORMATION and/or the CLIENT's instructions. Should the CONTRACTOR become aware of infringement or possible infringement in the TECHNICAL INFORMATION and/or in the CLIENT's instructions or any patent or proprietary or protected right, then the CONTRACTOR shall inform the CLIENT immediately. The CONTRACTOR is obliged to take any action that may help to prevent stagnation and to limit the additional costs and/or losses incurred as a result of such infringements/breaches, and to do so at its own expense.
28.	Conditions of Contract Clause 17.71	Will the client accept the change in wording: Should the CONTRACTOR become aware of such infringement or possible infringement in the TECHNICAL INFORMATION and/or in the CLIENT's instructions or any patent or proprietary or protected right, then the CONTRACTOR shall inform the CLIENT immediately. The CONTRACTOR is obliged to take any action that may help to prevent stagnation and to limit the additional costs and/or losses incurred as a result of such infringements/breaches, and to do so at its own expense. In the event of alleged infringement resulting from CONTRACTOR's performance of its obligations under this CONTRACT, CONTRACTOR will, at CONTRACTOR's discretion (a) replace or modify the allegedly infringing subject matter so that it becomes	See answer to Question 28

#	Chapter/ Paragraph from the tender document	Question	Answer
		non-infringing with substantially equivalent performance, (b) procure for CLIENT the right to use the allegedly infringing subject matter, or if neither of the options (a) and (b) are available on commercially reasonable terms, terminate the CONTRACT and provide a pro-rata refund with respect to the allegedly infringing portions of the WORK?	
29.	Conditions of Contract Clause 17.9	Will the client accept this modified wording? The CLIENT is the owner of all copyrights that may be exercised in relation to the deliverable results of the WORK performed by the CONTRACTOR, irrespective of where and when they may be exercised. In pursuance of the CONTRACT, the CONTRACTOR assigns such intellectual property rights to the CLIENT as soon as they arise upon payment therefore. The CLIENT hereby accepts the assignment of these rights. In so far as the results of the WORK performed are achieved partly or wholly using existing intellectual property rights that do not accrue to the CLIENT, the CONTRACTOR grants the CLIENT a non-exclusive and irrevocable right of use for an indefinite period only to the extent necessary to use the results of the WORK; provided, however, that nothing herein shall be construed to grant a license under any intellectual property rights relating to hardware or techniques for acquiring, imaging or otherwise processing geophysical data. In such an event, the CONTRACTOR guarantees that it is entitled to grant the aforesaid right of use.	The following will be added to the contract: As referred to in Clause 17.9; The CLIENT is the owner of all copyrights that may be exercised in relation to the deliverables/results of the WORK performed by the CONTRACTOR, irrespective of where and when they may be exercised. In pursuance of the CONTRACT, the CONTRACTOR assigns such intellectual property rights to the CLIENT upon payment therefore.
30.	Conditions of Contract Clause 17.12	Will the Client accept this modified wording? Intellectual property rights arising from the WORK performed other than those referred to in Clause 17 (PATENTS AND OTHER PROPRIETARY RIGHTS) and Clause 39 (FIELD DATA) may never be exercised against the CLIENT, and the CONTRACTOR assigns grants to the	Not agreed with your wording. Clause 17.12 will be interpreted as follows. As referred to in Clause 17.12 of the Conditions of Contract; And the CONTRACTOR grants to the CLIENT a non- exclusive, non-sublicensable, and irrevocable right to use such rights, free of charge, for an indefinite period for the purposes of the CONTRACT's objectives only to the extent necessary to use

#	Chapter/ Paragraph from the tender document	Question	Answer
		CLIENT a non-exclusive, non-sublicensable, and irrevocable right to use such rights, free of charge, for an indefinite period for the purposes of the CONTRACT's objectives only to the extent necessary to use the results of the WORK; provided, however, that nothing herein shall be construed to grant a license under any intellectual property rights relating to hardware or techniques for acquiring, imaging or otherwise processing geophysical data.	the results of the WORK.
31.	Conditions of Contract Clause 19.1 d	Does the client accept that Contractor will not accept liability for third party property and this should be dealt within accordance with clause 19.1c	Not agreed.
32.	Conditions of Contract Clause 19.3	Does the Client agree that indemnities for pollution should be mutual ? such that wording is: 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. Except as provided by Clause 19.1(a), Clause 19.1(b) and Clause 19.4, the CLIENT shall save, indemnify, defend and hold harmless the CONTRACTOR from and against any claim of whatsoever nature arising from pollution emanating from the property of the CLIENT GROUP or any THIRD PARTIES arising from, relating to or in connection with the performance or non-performance of the CONTRACT. and that a new clause be added: 19.9 The Parties acknowledge that in the performance of the	Not agreed. Client does not own assets / properties, therefore this is not considered relevant. Also see answer to Question 7. The following will be added to the draft contract with respect to 19.9: With reference to Clause 19 of the Conditions of Contracts the Parties acknowledge that in the performance of the Services, the CONTRACTOR will not be allowed to work within a 500 metre radius of any Offshore Installation ("Exclusion Zone"). If the CLIENT requests CONTRACTOR to perform any services within any Exclusion Zone and CONTRACTOR agrees to do so then, notwithstanding any provisions to the contrary contained in this Agreement, the CLIENT shall be liable for and shall release, defend, indemnify and hold harmless the CONTRACTOR GROUP from and against any and all claims, losses, damages, costs (including reasonable legal costs), expenses and liabilities relating to and/or arising from such services including any claims relating to and/or arising from the loss of or damage to any property or personal or bodily injury or death.

#	Chapter/ Paragraph from the tender document	Question	Answer
		Services, the CONTRACTOR GROUP would not normally be required to work within a 500 meter radius of any Offshore Installation ("Exclusion Zone"). If the CLIENT requests CONTRACTOR to perform any services within any Exclusion Zone and CONTRACTOR agrees to do so then, notwithstanding any provisions to the contrary contained in this Agreement, the CLIENT shall be liable for and shall release, defend, indemnify and hold harmless the CONTRACTOR GROUP from and against any and all claims, losses, damages, costs (including reasonable legal costs), expenses and liabilities relating to and/or arising from such services including any claims relating to and/or arising from the loss of or damage to any property or personal or bodily injury or death. and further that Contractor requires an Exclusion Zone with defined liabilities.	
33.	Conditions of Contract Clause 20.1	Does the Client accept that naming CLIENT as protective co-assured, 30 days' notice of cancellation as well as waiver of subrogation rights against the CLIENT would only be available under CONTRACTOR's P&I cover, to the extent of insurers standard Protective Co-insurance Clause?	Not agreed
34.	Conditions of Contract Clause 21	Does the Client accept the revised wording? For the purposes of this Clause the expression "Consequential Loss" shall mean special, punitive, incidental, indirect or consequential losses, such as but not limited to loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), business opportunity or contract, and knock on costs incurred towards other contractors, in each case whether direct or indirect and whether or not foreseeable at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT.	The first paragraph of Clause 21 has been changed to: For the purposes of this Clause the expression "Consequential Loss" shall mean special, punitive, incidental, indirect or consequential loss, such as but not limited to loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any) and knock on costs incurred towards other Contractors, in each case whether direct or indirect and whether or not foreseeable at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT.

#	Chapter/ Paragraph from the tender document	Question	Answer
		For the avoidance of doubt, the CONTRACTOR assumes no responsibility and makes no warranties or representations, including any express or implied warranties of merchantability, condition, durability, design, capacity, operability, completeness, suitability, fitness for any particular purpose or use, utility, productivity, proper operations, or profitability of any of the works and any action taken by the CLIENT based on the works shall be expressly their own responsibility and at their own risk. 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 and the Early Termination Fee) provided for in the CONTRACT, the CLIENT shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from the CLIENT's own Consequential Loss and the CONTRACTOR shall save, indemnify, defend and hold harmless the CLIENT 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?	
35.	Conditions of Contract Clause 22.1	Does the client accept that CLIENT should have the same responsibilities as the CONTRACTOR when it comes to confidentiality? and as such wording to the clause should	See answer to Question 9.

#	Chapter/ Paragraph from the tender document	Question	Answer
		be: Make the entire clause related to confidentiality mutual, e.g. by deleting the last part of 22.6 and replacing with the following: Notwithstanding the above, the CLIENT shall, and shall ensure that its officers, employees and agents take all reasonable measures to protect confidential information of the CONTRACTOR concerning or arising from the CONTRACT for a period of five (5) years from the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT. For the avoidance of doubt, the provisions of this Clause 22.4 shall only apply to information which vests in the CONTRACTOR in accordance with the CONTRACT. The same rights and duties as laid out in this clause 22 shall apply to CLIENT towards CONTRACTOR, on a mutatis mutandis basis.	
36.	Conditions of Contract Clause 24.3c	Does the Client accept the updated wording to this clause 24.3c ? Assign to the CLIENT, or its nominee, to the extent possible and 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. The above does not apply to any charter party related to the survey vessel.	The following will be added to the contract: As referred to Clause 24.3(c) in the Conditions of Contract; to the extent possible and 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 as far as contracted specifically for this WORK.
37.	Conditions of Contract Clause 24.3	Does the Client accept that Third Party Cost are to be limited and that wording changed to this clause 24.3 to: 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, subject to the same limitations to such costs as laid out in clause 10.3 (e).	Not agreed

#	Chapter/ Paragraph from the tender document	Question	Answer
38.	Conditions of Contract Clause 24.4	Does the client accept this change of wording for clause 24.4? In the event of termination under Clause 24.1(a) the CONTRACTOR shall be entitled to payment of the Early Termination Fee and the Demobilization Fee, and payment as set out in Section III (Remuneration), for the part of the WORK performed in accordance with the CONTRACT together with 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.	Not agreed. There is only one Mobilisation Fee (including both the mobilisation and demobilisation fee) payable when the mobilisation has been signed off.
39.	Conditions of Contract Clause 24.5	Does the Client accept the change of wording in this clause 24.5 to: 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) including the demobilization Fee, for the part of the WORK performed in accordance with the CONTRACT. Any additional costs reasonably incurred by the CLIENT as a direct result of such termination shall be recoverable from the CONTRACTOR, subject to the same limitations to such costs as laid out in clause 10.3 (e) ?	Not agreed
40.	Conditions of Contract Clause 24.6 (c)	Does the Client accept the updated wording to this clause 24.6 (c) any additional costs reasonably incurred by the CLIENT related to the CONTRACTOR's default or other events giving rise to termination shall be recoverable from the	Not agreed

#	Chapter/ Paragraph from the tender document	Question	Answer
		CONTRACTOR, subject to the same limitations to such costs as laid out in clause 10.3 (e)?	
41.	Conditions of Contract Clause 25.4	Does the client accept the updated wording to this clause 25.4? The PARTIES shall keep all documents and data (howsoever stored) related to this CONTRACT free of charge for a period of two (2) years after the date of completion of the WORK?	The following will be added to the contract: As referred to Clause 25.4 in the Conditions of Contract; The PARTIES shall keep all documents and data (howsoever stored) related to this CONTRACT free of charge for a period of three (3) years after the date of completion of the WORK . Once the three-year period has ended the CONTRACTOR will make the material available to the CLIENT or will destroy it free of charge at the latter's request.
42.	Conditions of Contract Clause 30.1a	Does the Client accept the updated wording for this clause 30.1a ? Limitation of Liability before the date of completion of the WORK Subject to the CONTRACTOR having used all reasonable endeavors to complete the WORK and to comply with its obligations under the CONTRACT, Subject to the provisions of Clause 10.3 (c), (e) and (f), the CONTRACTOR's total cumulative liability 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 50% of the total the CONTRACT PRICE ?	Not agreed. However see answer to Question 10.
43.	Conditions of Contract Clause 30.2	Does the Client agree to delete this clause 30.2?	Agreed
44.	Conditions of Contract Clause 34	Does the client accept this updated wording to this clause 34? The CONTRACTOR shall be responsible for the removal of, and when appropriate, the marking or lighting of, any wreck or debris arising from or relating to the WORK or the property, equipment, vessels or any part thereof provided by the CONTRACTOR GROUP in relation to the	Partially agreed. The following will be added to the contract: As referred to in Clause 34 of the Conditions of Contract; The CONTRACTOR shall be responsible for the removal of, and when appropriate, the marking or lighting of, any wreck or debris arising from or relating to the WORK or the property, equipment, vessels or any part thereof provided by the CONTRACTOR GROUP in relation to the CONTRACT when such removal, marking or

#	Chapter/ Paragraph from the tender document	Question	Answer
		CONTRACT when such removal, marking or lighting of is required by law or government authority. The CLIENT shall be responsible for the removal of, and when appropriate, the marking or lighting of, any wreck or debris arising from or relating to the WORK or the property, equipment, vessels or any part thereof provided by the CLIENT GROUP in relation to the CONTRACT when such marking or lighting of is required by law or government authority. Further does Client accept that standard P&I insurance does not cover contractual liabilities hence Contractor will require additional liability insurance and does Client accept to reimburse the cost of this additional cover ?	lighting of is required by law or government authority including the Dutch Coast Guard, or where such wreck or debris is interfering with CLIENT operations.
45.	Conditions of Contract Clause 42a	Does the Client accept the updated wording to this clause 42a? 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. The amounts of such Liquidated Damages shall be 0.2% for Lot 1 and 0.1% for Lot 2 of the CONTRACT PRICE for each day that it fails to perform the WORK as agreed. 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.	Not agreed, as there is no Lot 1 and Lot 2 within the contract. The following will be added to the contract: <i>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. The amounts of such Liquidated Damages shall be of the CONTRACT PRICE for each day that it fails to perform the WORK as agreed. 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.</i> The following statement as part of Annex 5 Section III Remuneration will apply: If CONTRACTOR is not able to complete or provide the deliverable [1] on the proposed date set by CONTRACTOR as part of Annex [4] - Cycle Times and Prices submitted during the tender, the Contracting Authority will charge an LD of 0.1% of the CONTRACT PRICE for each calendar day that the CONTRACTOR fails to complete or provide the deliverable [1]

#	Chapter/ Paragraph from the tender document	Question	Answer
			starting the day after the proposed date set by CONTRACTOR.
46.	Conditions of Contract Clause 42 (b) (ii)	Does the Client accept that in this Clause 42 (b) (ii) Liquidated Damages should be the sole remedy for delay?	The following will be added to the contract: With reference to Clause 42 (b); The Liquidated Damages will be payable to the CLIENT, without prejudice to all other rights and claims, including: (i) the right to demand that the WORK be performed as agreed; (ii) the right to terminate the Contract
47.	Conditions of Contract Clause 42 (e)	Does the Client accept that the total liquidated damages liability shall not exceed three per cent (3%) of the Contract price in aggregate? And that the mile stone in relation to these liquidated damages is the completion of acquisition of data.	See Answer to Question 17
48.	Conditions of Contract Clause 43a	Does the Client accept the updated wording of this clause 43(a) to: All salvage monies earned by any watercraft or marine vessel utilized in performance of the WORK shall be divided equally between the CONTRACTOR and the CLIENT, after deducting the Master and crew's share, legal expenses, hire of watercraft or vessel during the time lost due to salvage operations, value of fuel oil consumed, repair to damage incurred, if any, and any other extraordinary loss or expense sustained as a result of the salvage operations. No salvage shall be undertaken without the CLIENT's prior permission, except in the case where, it is alleged, life is in danger. From the time of the watercraft or vessel leaves port or commences to deviate for the purposes of engaging in salvage operations, CONTRACTOR shall be paid the Standby Rate	Partially agreed. The following will be added to the contract: Notwithstanding Clause 43 All salvage monies earned by any watercraft or marine vessel utilized in performance of the WORK by the Contractor will not be divided equally between the CONTRACTOR and the CLIENT, but is for the CONTRACTOR solely. The CONTRACTOR is considered off-hire during any salvage operations
49.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind Wind Farm Zone	Subject Annex 5 - Section II Conditions of Contract 1 Definitions 1.4 Proposed qualification/clarification	Not agreed

#	Chapter/ Paragraph from the tender document	Question	Answer
		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: "INTELLECTUAL PROPERTY" means all patents, registered	

#	Chapter/ Paragraph from the tender document	Question	Answer
		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. Rationale/Request CONTRACTOR is requesting inclusion of DATA definition	

#	Chapter/ Paragraph from the tender document	Question	Answer
		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.	
50.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind Wind Farm Zone	Subject Annex 5 - Section II Conditions of Contract 1 Definitions 1.36 Proposed qualification/clarification Clause 1.36 Please include a "MOBILISATION FEE" definition as	Not agreed. Details on the Mobilisation Fee are included in Annex 5 Section III Remuneration. The lump sum fee defined in Section IV of Annex [4] for both the mobilisation and demobilisation will be paid in full by the CLIENT to the CONTRACTOR when the CLIENT accepts that the mobilisation has been successfully completed as specified in Section 3.1.

#	Chapter/ Paragraph from the tender document	Question	Answer
		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. Question: When is the demobilisation payment due?	

#	Chapter/ Paragraph from the tender document	Question	Answer
		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. Rationale/Request	

#	Chapter/ Paragraph from the tender document	Question	Answer
		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 ----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 4.4 Proposed qualification/clarification	

#	Chapter/ Paragraph from the tender document	Question	Answer
		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	
51.	ANNEX 5 Section III Remuneration4.2	Is Contractors understanding correct that by completing the Virtual Cycle Time and Price spread sheet a lump sum price for the total Scope of Work will be calculated	That is correct.

#	Chapter/ Paragraph from the tender document	Question	Answer
		for each of the 'Waiting on Weather Options' which are: Option1: Lump sum Excluding Weather Option 2: Lump Sum Including Weather. Option 3: Lump sum including risk sharing mechanism on Weather down time and that is is the Clients sole right to select which of the 3 options shall be used in the performance of the contract and the payment there of?	
52.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind Wind Farm Zone	Subject 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 Reasonableness. CONTRACTOR cannot be held accountable and forced to carry the cost of delays or any default outside of its control. -----	Regarding Clause 4.13: Not accepted. Regarding Clause 10.2: See answer Question 2, 13 and 23.

#	Chapter/ Paragraph from the tender document	Question	Answer
		----- 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. Rationale/Request CONTRACTOR will adhere to the provisions of the CONTRACT but cannot warrant and guarantee that the	

#	Chapter/ Paragraph from the tender document	Question	Answer
		WORK will be free from defects or fit for a particular use. CONTRACTOR requests for an industry standard warranty period of 180 days. A Defects Liability Period of 2 years is not something CONTRACTOR is willing accept. If CLIENT raises a defect claim 18 months after completion, and CONTRACTOR corrects it within 2 months, the defects liability period for that portion of work would extend for another 24 months after the 2 month correction period. So potentially, the Defects Period could stretch out to 44 months for a particular piece of work. This is unacceptable. ----- ----- 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.	

#	Chapter/ Paragraph from the tender document	Question	Answer
		Rationale/Request See above.	
53.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind 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.	See answer to Question 23.

#	Chapter/ Paragraph from the tender document	Question	Answer
		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 deemed fulfilled. (c)If any of the WORK is reformed, rectified or replaced by the CONTRACTOR under the provisions of this Clause 10.2, this Clause 10.2 shall apply to the portion so reformed, 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 reformation, 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.	

#	Chapter/ Paragraph from the tender document	Question	Answer
		CONTRACTOR cannot assume the cost or liability for a third party to complete the services.	
54.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind Wind Farm Zone	Subject 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). Should the CONTRACTOR refuse or fail to correct any defect within a time frame instructed by CLIENT then in such cases the CLIENT may appoint another contractor to 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 See above. ----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 12.2	Regarding Clause 10.2, 12.2 an 12.6: Not agreed. Regarding Clause 12.4: See answer Question 24.

#	Chapter/ Paragraph from the tender document	Question	Answer
		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 Clarifying list of force majeure events i.e., occurrences beyond control of CONTRACTOR without fault of the affected PARTY. ----- ----- 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:	

#	Chapter/ Paragraph from the tender document	Question	Answer
		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 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.	

#	Chapter/ Paragraph from the tender document	Question	Answer
		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.	
55.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind Wind Farm Zone	Subject Annex 5 - Section II Conditions of Contract Clause 13.4 and 13.5 Proposed qualification/clarification 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	Regarding Clause 13.5: The following will be added to the contract: With reference to Clause 13.4 the CONTRACTOR shall be reimbursed by the Standby Rate for the duration of the suspension, unless the suspension arises as a result of default on the part of the CONTRACTOR; Regarding Clause 13.6: The following will be added to the contract: In addition to Clause 13.6; subject to vessel and resource availability. Regarding Clause 13.8: Please see Clause 24.4 , Section III Remuneration and answer to 13.4 enquiry. Regarding 6.3: See answer Question 14.

#	Chapter/ Paragraph from the tender document	Question	Answer
		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 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.	

#	Chapter/ Paragraph from the tender document	Question	Answer
		Rationale/Request Clarification. ----- ----- 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: (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. Please confirm that these 14 days will be paid standby	

#	Chapter/ Paragraph from the tender document	Question	Answer
		days (if the suspension is not caused by CONTRACTOR. We kindly request to please remove omissions - variations by omission are a risk to Tenderer as we have to mobilise and to contract, mobilise but then vary the contract to omit scope is something we respectfully ask to be reviewed and removed. ----- ----- 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	
56.	Tender Lot 3: 3D-UHRS Geophysical Survey of the	Subject	Regarding Clause 16: Not agreed. Regarding Clause 17: See answer Question 57.

#	Chapter/ Paragraph from the tender document	Question	Answer
	Doordewind Wind Farm Zone	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 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	

#	Chapter/ Paragraph from the tender document	Question	Answer
		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. ----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 17	

#	Chapter/ Paragraph from the tender document	Question	Answer
		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.	

#	Chapter/ Paragraph from the tender document	Question	Answer
57.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind Wind Farm Zone	Please amend Clause 17.2 as follows: 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.	Regarding Clause 17: The following will be added to the contract: In addition to Clause 17 and 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 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 being shared by the CONTRACTOR with external parties during the execution of the WORK and after the execution of the WORK until the moment that CLIENT decides to make data and information public unless CLIENT gives explicit written approval. The copyright in the final report shall be exclusively owned by the CLIENT ; As referred to in Clause 17.4 of the Conditions of Contract; such rights shall vest in CONTRACTING AUTHORITY. Regarding Clause 19.1: Not agreed.

#	Chapter/ Paragraph from the tender document	Question	Answer
		Rationale/Request There should be no jointly developed IP in this CONTRACT. TGS owns its processing IP, and CLIENT owns the deliverables. ----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 19.1 (c) Proposed qualification/clarification The CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the CLIENT from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of: (a)..... (b)..... (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, CLIENT REPRESENTATIVE or other temporary hires of CLIENT, to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the CONTRACTOR GROUP. For the purposes of this Clause 19.1(c) "third party" shall mean any party which is not a member of the	

#	Chapter/ Paragraph from the tender document	Question	Answer
		CLIENT, a CLIENT REPRESENTATIVE or temporary hire of CLIENT, or CONTRACTOR GROUP; and Rationale/Request Please delete: "CLIENT REPRESENTATIVE or other temporary hires of CLIENT"" from Clause 19.1 (c) This is not an acceptable indemnity requirement and contradicts the knock for knock principle that is industry practise. It is unequitable for the CLIENT 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.	
58.	Tender Lot 3: 3D-UHRS Geophysical Survey of the 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	Regarding Clause 19.1 and 19.2: Not agreed. However see answer to Question 32

#	Chapter/ Paragraph from the tender document	Question	Answer
		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. 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. ----- ----- Subject Annex 5 - Section II Conditions of Contract Clause 19.2 (a), (b) and (c) Proposed qualification/clarification Clause 19 Indemnities	

#	Chapter/ Paragraph from the tender document	Question	Answer
		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 member of the CONTRACTOR GROUP or CLIENT GROUP.	

#	Chapter/ Paragraph from the tender document	Question	Answer
		Rationale/Request Updated to mirror CONTRACTOR indemnity so it is a pure knock-for-knock. Subject Annex 5 - Section II Conditions of Contract Clause 19.2 (d) Proposed qualification/clarification Please reinstate LOGIC wording and include following sub-clause on third party infrastructure: (d) 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). Rationale/Request This risk needs to be allocated to Client (this is industry practice and this risk should not lie with the Contractor).	

#	Chapter/ Paragraph from the tender document	Question	Answer
59.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind Wind Farm Zone	Subject Annex 5 - Section II Conditions of Contract Clause 19.3 Proposed qualification/clarification 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"" Rationale/Request We request RVO to kindly consider adding an indemnity towards CONTRACTOR for pollution coming from their property and an indemnity for third party pollution? 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 Subject Annex 5 - Section II Conditions of Contract	Regarding Clause 19.3: See answer to Question 7. Regarding Clause 19.4: Not agreed. Regarding Clause 19.5: Not agreed.

#	Chapter/ Paragraph from the tender document	Question	Answer
		Clause 19.4 Proposed qualification/clarification Clause 19 Indemnities – Pollution 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.	

#	Chapter/ Paragraph from the tender document	Question	Answer
		CONTRACTOR requests to introduce a true knock for knock regime. 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.	
60.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind Wind Farm Zone	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,	Regarding Clause 21: See answer to Question 34 As referred to Clause 24.2 in the Conditions of Contract; proceed with action, within a reasonable period as notified by the CLIENT. Regarding Clause 24.2: The following will be added - As referred to Clause 24.2 in the Conditions of Contract; proceed with action, within a reasonable period as notified by the CLIENT. Regarding Clause 24.3 - The following will be added to the contract: As referred to Clause 24.3(c) in the Conditions of Contract; to the extent possible and 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 as far as contracted specifically for this WORK.

#	Chapter/ Paragraph from the tender document	Question	Answer
		incidental, indirect or consequential losses or damages, loss of product, loss of use, 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.	

#	Chapter/ Paragraph from the tender document	Question	Answer
		Subject Annex 5 - Section II Conditions of Contract 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	

#	Chapter/ Paragraph from the tender document	Question	Answer
		Subject 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	

#	Chapter/ Paragraph from the tender document	Question	Answer
		Clarification	
61.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind Wind Farm Zone	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 3.2 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 (including but not limited to, costs arising out of termination of the contract and cancellation costs of suppliers , vessel owners and subcontractors) 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 Costs association with cancellation should be covered by	Regarding Clause 24.4: Not agreed. All details on the Early Termination Fee are specified in Annex 5 Section III Remuneration; Regarding Clause 24.6: Not agreed

#	Chapter/ Paragraph from the tender document	Question	Answer
		CLIENT. CONTRACTOR requests for an early termination fee as compensation in the event CLIENT terminates for convenience at the pre mobilisation stage up to completion of the project. 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.	

#	Chapter/ Paragraph from the tender document	Question	Answer
		Subject Annex 5 - Section II Conditions of Contract Clause 24.6 Proposed qualification/clarification Clause 24 Termination Please delete Clause 24.6. In the event of termination of all of the WORK or the CONTRACT in accordance with Clause 24.1(b) or Clause 24.1(c) the following conditions shall apply: (a) the CONTRACTOR shall cease to be entitled to receive any money or monies on account of the CONTRACT until the costs of completion and all other costs arising as a result of the CONTRACTOR's default or other events giving rise to the termination have been finally ascertained; (b) thereafter and subject to any deductions that may be made under the provisions of the CONTRACT the CONTRACTOR shall be entitled to payment only as set out in SECTION IV for the part of the WORK completed in accordance with the CONTRACT up to the date of termination; and (c) any additional costs reasonably incurred by the CLIENT related to the CONTRACTOR's default or other events giving rise to termination shall be recoverable from the CONTRACTOR. the CONTRACTOR will repay any undue amounts already paid by the CLIENT, plus the statutory interest (as referred to in article 6:119b, paragraph 1 of the Dutch Civil Code) on those amounts from the date on which they were paid. If the CONTRACT is partially dissolved, the	

#	Chapter/ Paragraph from the tender document	Question	Answer
		CONTRACTOR only has to repay payments relating to the part of the CONTRACT that has been dissolved. Rationale/Request See above	
62.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind Wind Farm Zone	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 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.	See answer to Question 10 and 42. Furthermore, the following will be added to the contract: As referred to in Clause 30.1 of the Conditions of Contract; 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 if caused by the CONTRACTOR (b) in the event of criminal intent or gross negligence on the part of the CONTRACTOR or the CONTRACTOR's personnel (c) in the event of a breach of intellectual property rights by CONTRACTOR.

#	Chapter/ Paragraph from the tender document	Question	Answer
		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: (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.	

#	Chapter/ Paragraph from the tender document	Question	Answer
		Subject Annex 5 - Section II Conditions of Contract Clause 30.1 (b), (a)-(c) Proposed qualification/clarification Please include the following amendments: 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 if caused by CONTRACTOR; (b) in the event of criminal intent or gross negligence on the part of the CONTRACTOR or the CONTRACTOR's personnel; in the event of a breach of intellectual property rights by CONTRACTOR. Rationale/Request CONTRACTOR can accept such risk for compensation of third party claims only if the death/injury is caused by the CONTRACTOR. The carve out described in Clause 30.1 (b), (a)-(c) can only apply to a breach by CONTRACTOR.	
63.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind 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	Relating to Clause 39.2: Not agreed. RVO does not see the relevance of this change. Relating to Clause 42: The LD regime and model as specified in the Annex 5 Section III Remuneration will be applied. Also see answer to Question 18

#	Chapter/ Paragraph from the tender document	Question	Answer
		All references to "FIELD DATA" in Clauses 17 and 39 are replaced by "DATA". 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.	

#	Chapter/ Paragraph from the tender document	Question	Answer
		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 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	

#	Chapter/ Paragraph from the tender document	Question	Answer
		order of document precedence. Please clarify which LD regime and model applies. 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 The reference seems incorrect. Please clarify.	
64.	Tender Lot 3: 3D-UHRS Geophysical Survey of the 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. The amounts of such Liquidated Damages set out in section 5.2 of Annex 5 – Section III (Remuneration) shall be 0.2% for LDs A Lot 1 and 0.1% for LDs B Lot 2 of the CONTRACT PRICE for each day that it fails to perform the WORK as agreed. For clarity, Liquidated Damages shall apply to all dates marked by * individually. It is the responsibility of the CONTRACTOR to	Relating to Clause 42: See answer to Question 45. Relating to the question on Clause 20.2: See answer to Question 15. Relating to the question on payment: Part of the contract price is withheld until all final reports have been delivered and webinars completed. The withholding is deducted from the final invoices.

#	Chapter/ Paragraph from the tender document	Question	Answer
		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 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 References to Lot 1 and Lot 2 seem to be incorrect. As we understand this tender is not divided in Lots. It would seem more appropriate for LDs A and B described in section 5.2 of Annex 5 – Section III (Remuneration) to be referenced instead? Please clarify. CONTRACTOR should not be penalised and subject to Liquidated Damages for delays outside of its control. Subject Annex 5_Section_I_Draft Contract Clause 6.5 and	

#	Chapter/ Paragraph from the tender document	Question	Answer
		Clause 20.2 of the Conditions of Contract Proposed qualification/clarification Please clarify the insurance limits to be maintained by CONTRACTOR to assess if it can comply with the limits set by CLIENT. 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 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	

#	Chapter/ Paragraph from the tender document	Question	Answer
		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	
65.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind Wind Farm Zone	Subject Annex 5 - Section III Remuneration CONTRACT PRICE Section 3.2 Early Termination Fee Proposed qualification/clarification Early Termination Fee Please amend as follows: If CLIENT terminates the WORK prior to the agreed commencement date of the officially established mobilisation, CONTRACTOR shall be paid part of the lump sum of the mobilisation and demobilisation as defined in Section IV of Annex [4] as per the table below in addition to other fees referenced in the CONTRACT. For notice given more than ninety (90) days prior to commencement of mobilisation, 320% of the mobilisation and demobilisation fee is chargeable For notice given between thirty-one (31) and nine (90)	Related to Section 3.2 Early Termination Fee: Not agreed. However CLIENT is able to change the following: For notice given between thirty-one (31) and nine (90) days prior to commencement of mobilisation, 30% of the mobilisation and demobilisation fee is chargeable ; For notice given between thirty-one (31) and nine (90) days prior to commencement of mobilisation, 50% of the mobilisation and demobilisation fee is chargeable

#	Chapter/ Paragraph from the tender document	Question	Answer
		days prior to commencement of mobilisation, 540% of the mobilisation and demobilisation fee is chargeable For notice given less than or equal to thirty (30) days prior to commencement of mobilisation, 75% of the mobilisation and demobilisation fee is chargeable 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 and demobilisation fee (if not already paid) 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. 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.	

#	Chapter/ Paragraph from the tender document	Question	Answer
		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.	
66.	Tender Lot 3: 3D-UHRS Geophysical Survey of the Doordewind Wind Farm Zone	Subject Annex 5 - Section III Remuneration CONTRACT PRICE New Clause 2.15 Proposed qualification/clarification STANDBY 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	The following will be added to the draft contract: Save as otherwise expressly provided in the CONTRACT, CONTRACTOR is allowed to invoice 100% of the Standby rate or Suspension rate (depending on which rate is defined in Annex [4]) at the following conditions: a) during the first seven (7) days of a force majeure occurrence; b) Time lost due to provable third party interference by fishing activities; c) Time lost due to simultaneous operations commissioned by the CLIENT within the same investigation area; d) Time lost due to failure of the CLIENT to provide essential instructions and information to the CONTRACTOR to perform the acquisition WORKS . Relating to the question on the ESPD: The correct numbers for this contract are: 202310142 and WOZ2230120. Both numbers are for intern use, the first one is procurement related and the second one is project related.

#	Chapter/ Paragraph from the tender document	Question	Answer
		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 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	

#	Chapter/ Paragraph from the tender document	Question	Answer
		p) Time lost spent operating an acoustic deterrent device ("ADD") and soft start requirements. Subject DDW-20231020_ Annex 1_ European-Single-Procurement-Document_F Proposed qualification/clarification It is noted that the reference on page 2 of the form is 202310142. Rationale/Request Please clarify if this is correct? It would appear the reference used does not correspond with the reference in the tender document WOZ2230120	
67.	General Condition for Standby	Does the Client accept that Standby conditions will include: 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 . Notwithstanding anything to the contrary contained in this CONTRACT, the CONTRACTOR shall not be responsible for any failure to fulfill any term or condition of the CONTRACT if and to the extent that fulfillment has been delayed or temporarily prevented by a STANDBY event. CONTRACTOR shall be compensated at the STANDBY RATE during such time that CONTRACTOR may not perform the Work and that this will	RVO accepts that standby rate will be payable under the conditions stated in the answer of Question 66.

#	Chapter/ Paragraph from the tender document	Question	Answer
		include such Standby imposed by conditions beyond the Contractors control such as weather or other impediment beyond contractors control that prevents completion of the mobilization phase and the commencement of Survey.	
68.	Annex 5_Section IV_SoW_F table 5	Would COMPANY accept a time sample interval of 0.25ms or 0.5ms?	As stated in the SOW, the maximum allowed sampling interval is 0.125 ms. RVO does not believe good results with the required resolution will be achieved with larger sampling intervals.