Ministry of Economic Affairs
and Climate Policy

Memorandum of Information European tender 'Development of an Integrated Ground Model for the Doordewind Investigation Area', **with reference 202401112.**

Date: **May 27, 2024**

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 'Development of an Integrated Ground Model for the Doordewind Investigation Area', with reference 202401112.

nr.	**Chapter/** **Paragraph/ Article from tender documents**	**Question**	**Answer**
1.	Public Service contract, Section 3.1 / 3.2 VAT	As we understand the tax law, for office consulting services VAT will be applicable and chargeable. If RVO has a specific VAT exemption for this project can this be clarified/ provided.	RVO has no specific VAT exemption.
2.	Public Service contract, Section 3.5	This clause is new and not acceptable. Unit rates and prices for specific activities or based on certain specs, should not be applied unilaterally to all other types of services, this clause causes unclarity. Please delete "regardless of ease..... to the work" and amend as follows: "Unit rates and prices shall apply equally to any measured client and/or variation where it concerns the same activities as in the original scope of work under the Contract regardless of ease, difficulty, location, quantity or whether it is an addition or a reduction to the work".	The Contracting Authority accepts your proposal, but Annex 4 is leading concerning the prices.

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3.	Public Service contract, Section 5.1 Penalties	- Please amend 10% to 5% as the maximum total cap on LD's. '- Furthermore, please include the following wording: 'If Contracting Authority applies penalties for a delay as per this clause, those penalties shall be the Contracting Authority's sole and exclusive financial remedy for such delay'.	- The Contracting Authority does not accept your proposed amendment. - This Contracting Authority does not accept your proposal.
4.	Public Service contract, Section 5.1 sub (b) penalties	Please delete sub (b) "the right to damages" The penalties should be the sole remedy for delays and Contractor should not be liable for additional damages due to the delays.	The Contracting Authority does not agree with the removal.
5.	Public Service contract, Section 8.5 Variations	- For clarity, please include explicitly in this new wording for 16.4: "Any variation of more than 10% of the original Contract Price will be subject to acceptance of Contractor. Contractor will not be under any obligation to accept such a variation (this is subject to availability). - Furthermore, please include: 'Contractor shall not be under an obligation to commence any work that does not fall within the agreed scope of work of the Contract without a mutually agreed and signed variation order'.	- Article 8.5 of the Draft Contract (Annex 6_1) remains unchanged. - The Contracting Authority does not accept your proposal. As described in ARVODI 16.3: The Contractor will not start any additional work that constitutes an upward contract variation until it has received a written order to this effect from the Contracting Authority.
6.	Public Service contract, Section 8.6	Please add in the first sentence after 'suspend its work' the following wording: 'or terminate the Contract'.	-The Contracting Authority does not accept your proposal.

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		- Furthermore, please replace 'within a reasonable time' with 'within a maximum of 14 calendar days from the date of receipt of the invoice'.	- A term of maximum 14 calendar days from the date of receipt of the invoice is acceptable. This article will be adjusted as follows: ….. *In the event that the invoice of the Contractor is inaccurate or the Services have not been properly performed the Contracting Authority shall inform the Contractor within a* ***maximum of 14 calendar days of receipt of the invoice*** ~~*reasonable time*~~ *of any such inaccuracy.*
7.	ARVODI-2018, Clause 4 - Clause 4 Assessment and acceptance	Please amend term of 30 days in 4.1 and 4.4 to 14 days, as payment of Contractor is dependent on acceptance.	The Contracting Authority does not accept your proposal.
8.	ARVODI-2018, Clause 24.1 and 24.2 Intellectuele eigendomsrechten	Article 24 ARVODI-2018 states that the intellectual property rights with respect to the result of the Services carried out by the Contractor, belong to the Contracting Authority. In the Copyright Act and based on the industry conditions all IP rights belong to the creator of the product, in this case the Contractor who does the research and is the author of the technical reports or tools. The main feature of engineering firms is their innovation in research results, tools and products. Therefore, from a commercial point of view, transferring the intellectual property rights to the Contracting Authority is not acceptable. However, Contractor is willing to agree on a right of use for the IP-rights regarding this assignment. This will respect the position of both the Contracting Authority and	The results and deliverables will be used by RVO and will be made public. These results and deliverables will be used freely. However, if specific methods (e.g. software) are developed to get these results, this is IP of the contractor. As long as the results and deliverables are and remain public and that everything that is published can be used freely.

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		the Contractor. (see page 55 of the Guide to Proportionality) Please remove Article 24.1 and 24.2 and replace by the following wording: "The documents provided by the Contractor to the Contracting Authority will become the Contracting Authority's property and may be used by them for the purpose for which they have been produced.	
9.	ARVODI-2018, Clause 26.2 Insurance	Contractor can provide insurance certificates, insurance policies cannot be provided. Can you please amend clause accordingly.	The Contracting Authority accepts your proposal. A certified copy of the insurance certificate is sufficient.
10.	Arvodi 2018 Contract, Clause 6.2 Replacement of staff responsible for performing the Services.	Please amend clause as follows: If the Contracting Authority wishes to replace staff who are responsible for performing the Services, because it feels - acting reasonable - that this is either necessary or desirable for the proper performance of the Contract, the Contractor will comply with the Contracting Authority's request. The fee charged for replacement staff will not be any higher than that laid down in the Contract for the staff replaced.	The Contracting Authority accept your amendment.
11.	Arvodi 2018 Contract, Clause 13 Confidentiality	Please include new sub-clause as follows: The confidentiality obligations contained in this clause 13 shall end one (1) year from the date of expiry or (if earlier) termination of this Contract. Please amend clause 13.4 as follows: After termination of the Contract, the Contractor must hand over to the Contracting Authority without delay, at the Contracting Authority's first request, information that the Contractor has in its possession for the purpose of performing the Contract, with the exception of information that the	The Contracting Authority does not accept your proposal. However when the information is made public by Contracting Authority, this information will not be considered confidential anymore. The Contracting Authority accepts the amendment (bold text) that is made in clause 13.4

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		Contractor is required to have in its possession on the basis of legislation and/or generally accepted professional rules applicable to the Contractor, **and with the exception of information stored in Contractor's systems as a result of automated back-up processes.** Clause 13.5 - Please delete in its entirety	The Contracting Authority does not accept the removal. Only the penalty will be deleted.
12.	Arvodi 2018 Contract, Clause 19 Advance Payment	Please amend the last sentence of clause 19.1 as follows: If Contracting Authority requires Contractor to provide a guarantee for an advance payment, Contracting Authority shall compensate Contractor for the costs/fee paid to the bank for issuing such guarantee. Please Delete - "The Contracting Authority will not be required to pay any of the cost of the guarantee' Furthermore, please note (with respect to clause 19.3) that any guarantee-template is always subject to the approval of the financial institution/bank.	A bank guarantee is not relevant for the execution of the assignment and is therefore not required.
13.	Arvodi 2018 Contract, Clause 21.3 Liabilty	Please amend as follows (liability should be capped at value contract and limited to direct damages): Unless agreed otherwise, a Party that imputably fails to discharge its obligations is liable to the other Party for any damages incurred by the other Party, on the	The Contracting Authority does not accept your proposals. Please see answer to question 93.

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		understanding that liability is limited to the following amounts: 100% of the contract value in aggregate. Contractor shall not be liable for any (a) indirect, special or consequential loss, and (b) direct or indirect loss of: revenue, profit, anticipated profit, product or production, productivity, contracts, business opportunity and losses, costs and/or expenses resulting from business interruption, deferral of production, losses resulting from failure to meet other contractual commitments or deadlines, costs and/or loss of use (including downtime) of equipment, materials or services, whether owned or chartered/leased or otherwise provided by third parties, moral prejudice and reputational damage, whether foreseeable or unforeseeable. Please delete below section completely: – for Contracts whose total value is less than or equal to €50,000: €150,000 per event and €300,000 for each year or part of a year that the Contract has been in force; – for Contracts whose total value is greater than €50,000 but less than or equal to €100,000: €300,000 per event and €500,000 for each year or part of a year that the Contract has been in force; – for Contracts whose total value is greater than €100,000 but less than or equal to €150,000: €500,000 per event and €1,000,000 for each year or part of a year that the Contract has been in force;	

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		– for Contracts whose total value is greater than €150,000 but less than or equal to €500,000: €1,500,000 per event and €3,000,000 for each year or part of a year that the Contract has been in force; – for Contracts whose total value is greater than €500,000: €3,000,000 per event and €5,000,000 for each year or part of a year that the Contract has been in force. Related events will be treated as a single event." 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 caused by the negligence of Contractor; b. in the event of wilful misconduct intent or gross negligence on the part of the other Party, the Contractor's Staff or the Contracting Authority's Staff; c. in the event of a breach of intellectual property rights as referred to in article 24; d. in the event of an agreement concluded between the Parties under article 14, paragraph 2: to claims for compensation in relation to failure to comply with that agreement, including any fines imposed by the supervisory authority.	
14.	Arvodi 2018 Contract, Clause 21.7 New Liabilty	Please add (NEW) article 21.7:	The Contracting Authority does not accept your proposal. Under the law, Parties are in principle unlimited liable for the damage they cause. In the ARVODI-2018 it has nevertheless been chosen to limit the liability of Parties, as shown

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		Contractor's liability for claims under the Contract shall expire 12 months from the date of completion of the Services under the Contract.	from the graduated scale in Article 21.3. The Contracting Authority does not consider it expedient in this case to further limit this liability.
15.	Arvodi 2018 Contract, Clause 22. Cancellation and notice of termination	Please amend wording as per below (in case of Force Majeure of 1 party, both Parties should be entitled to terminate the agreement). 22.2 If one of the Parties is unable to discharge its obligations under the Contract as a result of force majeure, both Parties shall be entitled to cancel the Contract, subject to a reasonable period, in full or in part out of court by registered mail, without its action creating any entitlement to compensation, but no earlier than 15 Working Days as from the date on which the circumstance that produced the force majeure arose. With respect to clause 22.5: the Dutch version of the ARVODI refers to 'ontbinding' as per the Dutch Civil Code. This means that if Contracting Authority terminates the contract on the basis of 'ontbinding' in the DCC, it would not only mean that Contractor would have to pay back to Contracting Authority all the amounts already paid to Contractor, but also that Contracting Authority has to return to Contractor all the results produced by Contractor up to that moment (the so-called: 'ongedaanmakingsverplichting') which have already been delivered to Contracting Authority. 22.5 If the Contract is cancelled, the Contractor will repay any undue amounts already paid by the Contracting	The Contracting Authority agrees with the proposal according to force majeure. The Contacting Authority does not accept the other proposals.

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		Authority, plus the statutory interest on those amounts from the date on which they were paid and Contracting Authority will return all (the results of) the Services already performed by Contractor. If the Contract is partially cancelled, the Contractor only has to repay payments relating to the part of the contract that has been cancelled.	
16.	Arvodi 2018 Contract, Clause 23 Retention of right to demand performance	Please make this subject to the (NEW) clause 21.7 and/or a change order or variation. The Contractor should be able to renegotiate the time schedules due to possible other commitments.	(Article 21 concerns "liability".) The Contracting Authority does not accept your proposal.
17.	Arvodi 2018 Contract, Clause 24 Intellectual property rights.	Please amend as indicated: In so far as the results of the Services performed are achieved partly or wholly using existing intellectual property rights that do not accrue to the Contracting Authority, the Contractor grants the Contracting Authority a non-exclusive, non-transferable and irrevocable right of use for an indefinite period. In such an event, the Contractor guarantees that it is entitled to grant the aforesaid right of use for the purpose of the Contract.	Please see answer to question 8.
18.	Arvodi 2018 Contract, Clause 24.4-24.6 Intellectual Property Rights	Please delete Clause 24.4, 24.5 and 24,6 in its entirety. Please also refer to qualifications questions on Clause 24.1 and 24.2, these clauses 24.4/24.5/24.6 are not acceptable.	The Contracting Authority does not accept your removal. Please see answer to question 8.
19.	Arvodi 2018 Contract Vraag	Please delete "including equivalent claims relating to knowledge, unlawful competition and suchlike" Please amend this clause as indicated ('all claims brought by third parties' is too general, the breach should be	Please see answer to question 8.

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	Clause 24.7 Intellectual property rights.	related to Contractor(s) services): The Contractor indemnifies the Contracting Authority against all claims brought by third parties in respect of any breach of their intellectual property rights caused by the Services provided by Contractor. The Contractor is obliged to take any action that may help to prevent stagnation and to limit the additional costs and/or damage incurred as a result of such breaches, and to do so at its own expense.	
20.	Arvodi 2018 Contract Vraag Clause 24.9 Intellectual property rights	Please delete this clause in its entirety. This is not acceptable, also note other comments on clause 24.	Please see answer to question 8.
21.	Annex 4 Delivery dates and prices	Cannot put in suggested max dates into spreadsheet without flagging red - this is in contradiction to requirement to plan for project delays as in 202401112 Annex 6_I Draft Contract IGM (V1.0).pdf.	That is correct: we would like to give the Contractor some liberty to determine how much time is spend on each version of the deliverable. If for all versions the maximum duration is filled out, the deadline will not be met, and the date will be flagged red. It is up to the contractor to fill out the durations of the delivery of the different version in such a way that the deadline will be met.
22.	Annex 4 Delivery dates and prices	Data delivery dates include weekends - assume that these dates are not fixed and are subject to be nearest week day?	If a Data Delivery date happens to be on a Saturday/Sunday, the data can/should be delivered before 9:00AM(CET) on the Monday that follows this Data Delivery date.
23.	Annex 6-V Scope of Work	Can RVO confirm the area of the Ground Model. The co-ordinates provided show an area along the south of the DDW Block and in the south west where there appears to be no geophysical data is this correct?	The coordinates of the Doordewind IGM investigation area, as indicated in Table 1 in the Annex 6-V Scope of Work document, correspond to the geophysical investigation areas. Within these investigation areas, geophysical data is to be expected.

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			(Please, note that this *DDW IGM/geophysical investigation area* does differ from the *DDW Wind Farm Zone* as indicated in the Annex 5-Starting Points and Assumptions.)
24.	Annex 4 Delivery Dates	1J: Final Age Date Report - is the Ground Model Team expected to comment on the draft report? No issue date provided.	In principle, the Ground Model Team is not required to review the Draft Age Dating report. However, when the Draft Age Dating report has been received by RVO, this can be shared with the Ground Model Team, if needed and possible. If a draft version is shared it is up to the Ground Model contractor's discretion if a review is performed; any comments may be addressed in a final report.
25.	Annex 4 Delivery Dates	2a-2h Overlapping delivery dates for PD vs Location Plans - does one have priority and how do RVO assure that suggested review timelines are kept to allow proposed schedule to flow?	Items 2a-e are related to the Project Documentation. Items 2f-h are related to the Location plan and LTS. According to the schedule, the final Location plan and LTS should be delivered first (before 01/10/2024). The final version of the Project documentation should be delivered before 30/11/2024. There is some overlap in the total time line but Contracting Authority is of opinion that deliverable dates remain feasible.
26.	Annex 4 Delivery Dates	2f-2h Is there a need to provide a LTS / LP in this phase considering that 2i to 2m include an immediate update based on other data? This would constitute additional working and non optimised resourcing?	It is correct understood that the timeline in deliverables might cause non optimized resourcing but this it to be accounted for due to the schedule of works. • First, items 2f-2h will lead to a provision of Location Plan & LTS, based on which the GT contractor can execute GT clearance. This version of the location plan (2h) should be provided 01/10/2024 latest, and can be based on Geological Desktop Study and Legacy Data Ground Model (which can be found on

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			https://offshorewind.rvo.nl/page/view/65dfbc97-a2b9-40f8-9de8-d7eb5c5fa1a6/soil-doordewind). • Next, the new geophysical data from the DDW GP campaigns will come in (items 1b-1e in Annex 4). This data needs to be evaluated to assess the feasibility of the proposed Location Plan & LTS, and update the proposed Location Plan & LTS, if required (Items 2i-2m). The evaluated/updated Location Plan & LTS (2m) will be used for the GT-Lot1 campaign. • Next, based on the findings from the GT-Lot1 campaign the Location Plan & LTS can be evaluated and updated (items 2n-np). The evaluated/updated Location Plan & LTS (2p) will be used for the GT-Lot2 campaign.
27.	Annex 4 Delivery Dates	2f-2p: There are 9 stages associated with Lot 1 planning and only 3 for Lot 2 planning, this stage is often more intricate and involved, is there possibility of having earlier data delivery and involvement to ensure that the downhole campaign is planned to a optimal quality?	The steps in 2f-2p can be executed as sequential steps, made more feasible by the simplification that the location for GT-Lot1 and GT-Lot2 can be co-located. With this, the 9 stages associated with the GT-Lot1 planning serve as a basis for the GT-Lot2 planning. The additional 3 stages for the GT-Lot2 planning (in which the findings from the GT-Lot1 campaign can be included) should ensure that the GT-Lot2 Downhole campaign is planned to an optimal quality. Besides, the geophysical data delivery is planned as indicated in items 1b-1e in Annex 4. As indicated in Annex 6 -V Scope of work, Section 2.2.2: the CONTRACTOR shall be invited to participate in workshops to be held with the GP contractor, where feasible.

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28.	Annex 4 Delivery Dates	3q-3u: Is the cyclic test report intended to be integrated into the IGM as indicative delivery dates suggest that it is a standalone, and none integrated, report.	As indicated in Annex 6 -V Scope of work Section 2.2.16, the Cyclic test report can technically be considered as an appendix of the GIR. However, as indicted in Annex 4, for this DDW project, the Cyclic test report can be delivered as a stand-alone document (with a later target date than the GIR).
29.	Annex 4 Delivery Dates	3v-3z: Is the write up for the Parameters on Demand models expected in IGM as delivery dates suggest that this is not the case as model delivered after final IGM?	For clarification: Items 3v-3z refer to the Prediction of GT parameters based on seismic data. This can be in the form of e.g. Synthetic CPT predictions. As indicated in Annex 6 -V Scope of work Section 2.2.18, the Prediction of GT parameters can technically be considered as an appendix of the IGM. However, as indicted in Annex 4, for this DDW project, the *Report on Prediction of GT parameters based on seismic data* can be delivered as a stand-alone document (with a later target date than the IGM).
30.	Annex 6 -V Scope of work, Section 2.1	Defining actual Seabed and Downhole Locations, plus Lab Test Strategies is significant body of work that does not typically form part of a tender. It is also something that is best done on a preliminary ground model rather than a desk top study. Please can you advise of the expected deliverables to be provided within the Tender documents.	For the DDW project a Geological Desktop Study including a Legacy Data Ground Model (LDGM) is available (which can be found on https://offshorewind.rvo.nl/page/view/65dfbc97-a2b9-40f8-9de8-d7eb5c5fa1a6/soil-doordewind). The Legacy Data Ground Model (LDGM) can be considered as a Preliminary Ground Model on which a Preliminary Location Plan (and associated LTS) can be based. In this tender we ask to Contractor to provide a Preliminary GT Seabed CPT and Vibrocore Location Plan and a preliminary GT

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			Downhole CPT and Sampling Location plan (see Section 5.2.1. in the Tender document). These location plans can be based on the Legacy Data Ground Model. Seabed conditions can be ignored in this stage. For tender purposes co-location of GT-Lot1 and GT-Lot2 locations can be assumed.
31.	Annex 6 - V- Scope of work	3D UHR - What temporal and spatial resolution can be expected for final processed seismic data?	For the 3DUHRS a 3.125x3.125m effective bin size is planned for.
32.	Annex 6 - V- Scope of work	Please estimate the positional accuracy of the seismic data, and how/if that may impact future well-tie work.	2DUHRS to 50m below seabed: • vertical resolution<=0.5m • trace spacing < 1.57m 2DUHRS from 50m to >100m below seabed: • vertical resolution<=1.5m • trace spacing < 1.57m 3DUHRS to 50m below seabed: • vertical resolution<=0.5m: • Planned for 3.125x3.125m effective bin size. Proposal could be made by GM Contractor to reprocess the 3DUHRS data (e.g. with an attempt to reduce bin size). 3DUHRS from 50m to >100m below seabed: • vertical resolution<=1.5m • Planned for 3.125x3.125m effective bin size. Proposal could be made by GM Contractor to reprocess the 3DUHRS data (e.g. with an attempt to reduce bin size).

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33.	Annex 6 - V- Scope of work	Request for new deadline for receipt of tenders: 28 June 2024. As per Section 2.1, RVO requests GM contractor to deliver a significant part of the SOW as part of the tender documentation. This represents a major effort for which only a short time window is currently available.	The Contracting Authority will extend the deadline to 21 June 2024. The new schedule will be as follow: • Monday June 21, 2024, before 13:00hrs (1 PM) Deadline for the receipt of Tenders. • Monday June 21, 2024, up to Friday July 19, 2024 Assessment of Tenders. • Monday July 22, 2024 Announcement of the award of the Contract. • Wednesday August 7, 2024 Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority. • Monday August 12, 2024 Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract. • Monday August 19, 2024 Final award and starting date of Contract .
34.	Annex 6 - V- Scope of work	Section 1.3.1 Please confirm (or otherwise) that the term UHRS in the SOW aligns with the definition of UHR of ISO 19901-10:2021, i.e. dominant source frequency range of	It can be confirmed that the UHRS will have a dominant source frequency range of 250-800Hz and a vertical resolution range as defined in MOI #32

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
		250 Hz to 800 Hz and vertical resolution range of 0.5 m to 2 m.	
35.	Annex 6 - V- Scope of work	References The section REFERENCES excludes a reference to ISO 19901-10:2021 Marine Geophysical Investigations. Will the supplied marine geophysical data and reporting comply with the mandatory requirements of ISO 19901-10?	The marine geophysical data and reporting will be a result of, and comply with, the Tenders: • TenderNed-kenmerk: 417308. Referentienummer 202303117 - WOZ2230085. • TenderNed-kenmerk 438099. Referentienummer 202310142 - WOZ2230120.
36.	Annex 6 - V- Scope of work	Section 2.2.20 - Will the supplied geophysical data be certified by the Certifying Authority; if so, when?	Yes, the supplied geophysical data will be certified by a Certifying Authority. Certification will start when the reports are finalized, exact timing cannot be provided at this stage. However, this will not happen before these geophysical data will be used by the GM contractor. The GM contractor is to consider use of the GP data prior certification.
37.	Annex 6 - V- Scope of work	Section 2.2.6 - The text refers to 'digital platform'. Please clarify what is intended here.	In the pilot the data transfer between the GT Contractor(s) / the GM Contractor needs to be defined, agreed, and tested. The goal of this exercise is to ensure a proper data transfer during the project. This platform is to be provided by the GT contractor(s), who is/are not yet known at this stage.
38.	Annex 6 - V- Scope of work, Section 2.2.7	Section 2.2.7 and other sections refer to weekly meetings, bi-weekly meetings and 4-weekly meetings. Clarify which (if any) of these meetings are combined meetings. An overview table would be helpful to assess overall time requirements for the duration of the project.	Please, refer to Annex 4 Section II - Item 2.2 in which number of meetings are defined. It can be assumed that items 2.2.1, 2.2.2, 2.2.3 will take 1 hour per meeting and item 2.2.4 will take 4 hours per meeting. This should help to assess the overall time requirement.
39.	Annex 6 - V- Scope of work Vraag Section 1.4	Clarify to what extent is the contractor to consider the (very large volume of) data from nearby RVO sites: 'expected to be considered during the WORK of the CONTRACTOR'. It is understood that the German WFZ data are 'for information only'.	The Contractor can consider/consult the data from nearby sites for his/her information and for his/her benefit. There is no need to evaluate all the datasets, however, it would be beneficial if observations and learnings from nearby sites will be taken into

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			consideration (e.g. for definition of regional geology, amount of soil units, etc).
40.	Annex 6 - V- Scope of work, Abbreviations	Please clarify the relationship between LTS and LTAF. Is LTS equal to one or more LTAFs?	First, the Lab Test Strategy (LTS) will be defined by the GM contractor (GM deliverable). Next, the Lab Test Assignment Form (LTAF) will be a specification by GT contractor. These LTAFs can/should be based on/ guided by the LTS as provided by the GM contractor.
41.	Annex 6 - V- Scope of work, Section 2.2.12	Section 2.2.12 This section includes review of 'seabed and downhole data expected to be received from TenneT'. Please confirm that this review will be limited to CPT profiles and borehole logs (excluding any borehole geophysical logging, laboratory test results etc.). Also confirm that data integration in the IGM will be limited to profiles for checking soil unit consistency across the site (no full integration will be required, so that allowance of possible differences in uncertainties and test methods used by TenneT versus those of the RVO Lot1 and Lot2 GT projects will not apply).	From TenneT both Borehole & lab test data can be expected. The Contractor is expected to integrate this valuable data as much as possible into the IGM, and as much as allowed by potential differences in uncertainties and test methods.
42.	Annex 6 - V- Scope of work, Section 2.2.16	Please confirm that the GIR should include a copy of the cyclic testing report produced by the GT contractor as per Section 2.2.12 (in other words, the GM contractor is not expected to finalize the GT-Lot2 report on this topic).	Please see answer to question 28.
43.	Annex 6 - V- Scope of work,	Clarify the intentions for delivery of characteristic values for design and installation. The structure types mentioned in 2.2.16 are (1) 'monopiles, jacket piles, and alternative	The characteristic values should be generic. I.e. the characteristic values should not be specific for one of the structure types mentioned.

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	Section 2.2.16	foundations (e.g. suction caissons)', (2) 'the foundation', (3) 'steel piles', (4) 'piled foundations', (5) 'WTG foundations', (6) cable'.	As described in Section 2.2.16: The characteristic values of geotechnical parameters shall be selected in the sense required by EN 1997-1:2004 or assessed according to the approach outlined in DNV-RP-C207 (2021) and DNV-RP-C212 (2021).
44.	Annex 6 - V- Scope of work, Section 2.2.20	Annex 6 refers to (commercial) DNV company standards, although widely used as industry guidelines. Please confirm that DNV will be the certifying authority.	It is confirmed that DNV has been awarded with the Certification Contract for the Doordewind Wind Farm Zone Site Investigations.
45.	Annex 6_V Scope of Work	Regarding section 2.2.3: What are the specifications of the 2D-UHRS and 3D-UHRS seismic data that will be provided?	Please, note that the specs below are according to the planning (i.e. indicative): 2DUHRS: ~442 Lines. Main Lines at 65 m spacing and Crosslines at 420 m spacing. 5 Tie-lines = 222 km Platform Lines providing coverage around platform Channels: 96 Group interval: 1m Shot point interval: 1m Sample rate: 0.125ms Record length: ~300ms 3DUHRS: ~300km2 Number of streamers: 10 Length of streamers (m): 150

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
			Separation of streamers (m): 12.5 Number of channels per streamer: 48 Group spacing: 3.125m Nominal/Effective Acquisition bin size (m) : 1.5625 / 3.125 in-line 1.5625 / 3.125 cross-line Number of sources: 4 sources: 2 levels per source Source separation (m) 15.63m Shot interval: 2m (0.5m pop interval) Sail line separation: 87.5m Sample rate: 0.125ms High cut filter: 3200 Hz Nyquist Frequency: up to 4000Hz The marine geophysical data and reporting will be a result of, and comply with, the Tenders: • TenderNed-kenmerk 417308. Referentienummer 202303117 - WOZ2230085. • TenderNed-kenmerk 438099. Referentienummer 202310142 - WOZ2230120.
46.	Annex 6_V Scope of Work	Section 2.2.2, 2.2.3 Will 2D and 3D seismic data be delivered by RVO (or sub-contractor) to the contractor in both time and depth?	The seismic data will be delivered in the time domain. The preliminary interval velocities will be provided by the geophysical contractor (through RVO) so the data can be converted to depth. Please, note that this velocity model is preliminary. It is part of the scope of the GM contract to derive a final velocity model,

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
			based on both geophysical data (e.g. section 2.2.3) and updated based on calibration with geotechnical data (e.g. section 2.2.8 & 2.2.10) The marine geophysical data and reporting will be a result of, and comply with, the Tenders: • TenderNed-kenmerk 417308. Referentienummer 202303117 - WOZ2230085. • TenderNed-kenmerk 438099. Referentienummer 202310142 - WOZ2230120.
47.	Annex 6_V Scope of Work	Section 2.2.3: If depth cubes are not delivered to the contractor, are RVO expecting 3D volumes to be delivered in depth as part of the deliverables?	It is part of the scope of the GM contract to derive a final velocity model, based on both geophysical (2DUHRS & 3DUHRS) data (e.g. section 2.2.3) and updated based on calibration with geotechnical data (e.g. section 2.2.8 & 2.2.10). The reprocessed geophysical data (in time) and final velocity model need to be delivered in a single seismic workstation project (Kingdom or equivalent approved by Contracting Authority) (see section 2.2.14), so that within this seismic workstation project the seismic data can be viewed in both the time and depth domain.
48.	Public Service Contract 1.2	When can tenderers expect the MoI?	As per announcement on Tenderned due to the extension for Tenderers to ask questions, de Publication of the MoI will be published May 29, 2024 at the latest.
49.	Public Service Contract 5.1	Can RVO confirm that the LD shall be the sole financial remedy of the Contracting Authority in case of delay?	Items under 5.1 are defined as Penalties as result for late deliveries. Penalties as described in section 5.1 are firstly the financial remedy of Contracting Authority in case of a Delay.
50.	Annex 6_III_Arvodi 2018, 3.1	The market standard duty of care that consultants is required to exercise when providing services is that of "reasonable skill care and diligence". Can RVO confirm	Agreed, as long as the Services to be provided by it or on its behalf meet the requirements laid down in the Contract.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
		that this standard shall be applicable for the services provided under this agreement?	
51.	Annex 6_III_Arvodi 2018, 3.2	The market standard duty of care that consultants is required to exercise when providing services is that of "reasonable skill care and diligence". Can you confirm that this standard shall be applicable for the services provided under this agreement?	Agreed, as long as the Services to be provided by it or on its behalf will be performed in a professional manner.
52.	Annex 6_III_Arvodi 2018, 4.5	Can you confirm that the approval of the deliverables shall not be unreasonably withheld?	This is confirmed.
53.	Annex 6_III_Arvodi 2018, 6.1	Please provide the conditions that might be attached to such an approval.	In case of a request for replacement of main staff as proposed and assessed during the Tender the Contracting Authority will assess if the replacement by Contractor is equal or better to perform the task that is assigned to that person. As example replacement staff is to be expected similar in experience, if this is not the case Contracting Authority can decide to allow replacement under conditions that are considered required to guarantee the quality. For example that there will be supervision of an experienced person or that an experienced person can take over the tasks if deemed necessary.
54.	Annex 6_III_Arvodi 2018, 6.2	The replacement request should be reasonable, please amend as such.	The Contracting Authority does not accept your proposal.
55.	Annex 6_III_Arvodi 2018, 8.1	The replacement request should be reasonable, please amend as such.	The Contracting Authority does not accept your proposal.
56.	Annex 6_III_Arvodi 2018, 13.5	Can RVO provide the penalty sum as well as the cap and the liability period.	Please see answer to question 11.
57.	Annex 6_III_Arvodi 2018, 13.5	Can you please confirm that the penalty will be the sole remedy in case of such a breach?	Please see answer to question 11.
58.	Annex 6_III_Arvodi 2018, 16.4	Can you confirm that in addition, the contractor will have an adapted time schedule to execute the deliverables?	In the event additional work is requested by Contracting Authority the Contractor can request an adaptation (extension) in

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
			the time schedule. Request for time extension should be supported by a justification and reasonable in line with the base time line of the Scope.
59.	Annex 6_III_Arvodi 2018, 18.2	Can RVO please confirm that if the Contracting Authority doesn't pay within the agreed terms, in addition to the interests mentioned, the contractor has the right to suspend or to terminate the services by notification to the Contracting Authority ?	Reference is made to Section 8.6 of Annex 6_I Draft Contract, which describes an amendment to Article 18.5 of the ARVODI-2018 (Annex 6 – Section III).
60.	Annex 6_III_Arvodi 2018, 18.5	Can RVO please confirm that if there are no suspicion of inaccuracy of the invoice and that the Contracting Authority still fails to pay that the Contractor can suspend or terminate its services without prejudice of its right to receive full payment of the delivered services in addition to any interest due as per article 18.3 ?	The Contracting Authority refers to the amended Article 18.5 of the ARVODI-2018 (Annex 6 - Section III), which can be found in Section 8.6 of Annex 6_I Draft Contract.
61.	Annex 6_III_Arvodi 2018, 21.3	Can RVO confirm that as the contract value is above 500.k, the total liability of the contractor would be capped at 5 mio in aggregate per insurance year?	This is confirmed.
62.	Annex 6_III_Arvodi 2018, 21.3	Can RVO specify the liability period? Market standards are between 3-5 years as of the delivery of the consultancy services.	Please see answer to question 14.
63.	Annex 6_III_Arvodi 2018, 21.3	Can RVO confirm the limitation of the contractor's liability to direct damages (and therefore exclusion of indirect or consequential damages) ?	Please see answer to question 14.
64.	Annex 6_III_Arvodi 2018, 24.1	Can RVO confirm that the contractor retains all rights on our pre-existing IP rights (background IPRs)?	Please see answer to question 8.
65.	Annex 6_III_Arvodi 2018, 24.1	Can RVO confirm that a contractor would keep their rights to apply their expertise (know-how) as well as foreground IPRs in future projects? (Which imply then that the Contracting Authority grants a royalty-free	Please see answer to question 8.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
		license to use the foreground IP for any purpose connected to the contractor´s business).	
66.	Annex 6_III_Arvodi 2018, 26.2	Can RVO confirm that an insurance certificate will be accepted by the Contracting Authority?	Please see answer to question 9.
67.	Annex 6_III_Arvodi 2018, 31	Can RVO confirm that such approval will not be unreasonably withheld?	This is confirmed.
68.	Annex 6_V Scope of Work, Section 2.2.15, page 31	If the first set of predictions (linear approximations) are in 3D across the site, do they need to be converted to 2D sgy files along 2D-UHRS lines?	Conversion from 3D to 2D is not required. It is expected that the GT parameter predictions will be done at the seismic trace locations. I.e. that for the 2DUHRS (southern DDW IA) the predictions will be delivered as 2D segy line (corresponding to the 2DUHRS lines) and that for the 3DUHRS (northern DDW IA) the predictions will be delivered as a 3D segy volume (corresponding to the 3D UHRS volume).
69.	Annex 6_V Scope of Work, Section 2.2.17, page 34:	The text says, "A 3D volume as a grid (voxel) or SEGY containing predicted GT parameters including at least the above assigned parameters (see Activities) in the appointed resolution with confidence intervals and feature importance values (if available) as approved with the Project Documentation": Does this mean that the synthetic CPTs predicted based on seismic data along the 2D-UHRS lines (approach 2 in section 2.2.15-'Activity'), need to be interpolated to generate 3D synthetic CPT volumes?	Conversion from 2D to 3D is not required. It is expected that the GT parameter predictions will be done at the seismic trace locations. I.e. that for the 2DUHRS (southern DDW IA) the predictions will be delivered as 2D segy line (corresponding to the 2DUHRS lines) and that for the 3DUHRS (northern DDW IA) the predictions will be delivered as a 3D segy volume (corresponding to the 3D UHRS volume).
70.	Annex 6_V Scope of Work, Section 1.3.1, Figure 2, page 10	In Figure 2, which has a rather poor resolution, there are shown 3 different areas named "Investigation Area" (where 2 seem to depict the same (NE) area). Neither of them or combined seem to reflect the same 'triangle' as shown in Figure 1. Is it possible to have confirmed exact which IA this Tender entails?	The triangle in Figure 1 is an approximate representation of the DDW Offshore Windfarm Zone (OWF). The areas in Figure 2 represent the DDW investigation areas (IAs). Indeed, the OWF and IAs do not overlap exactly. The exact IA of this Tender is indicated by the coordinates in Table 1.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
71.	Annex 6_V Scope of Work, Section 1.4, page 11	Text says, "In addition to the available results from the geophysical survey". Just for clarification: Those results are not available until Q4 2024, correct?	Correct, these geophysical survey results are not available until Q4 2024. These results will be shared with the GM contractor as soon as they are available.
72.	Annex 6_V Scope of Work, Section 2.2, page 11 and section 2.2.15 and more	"….reprocessing of the 2D-UHRS, 3D-UHRS, and SBP data to support the IGM, and prediction of GT parameters at seismic trace locations (see 2.2.15)." The reprocessing of the 2D-UHRS, 3D-UHRS, and SBP data is solely in order to optimise for the prediction of GT parameters as seismic trace locations, and not in general for the new seismic data, correct?	No, reprocessing is not solely in order to optimize for the prediction of GT parameters. After evaluating the 2DUHRS and 3DUHRS data, as processed by the geophysical contractor, it can be evaluated if reprocessing by the GM contractor is required. There can be different reasons for reprocessing, e.g. to improve the quality (in general), to optimize for the prediction of GT parameters at seismic trace locations, or to apply innovative processing e.g. to improve resolution or for boulder detection.
73.	Annex 6_V Scope of Work, Section 2.2, page 15	The 56 grab sampling locations, is that in total for the southern and northern DDW IA?	The 56 grab samples will be the total amount over the entire DDW IA.
74.	Annex 6_V Scope of Work, Section 2.2, page 16	"Review of all data (raw, intermediate, and interpreted) and statistics from the geophysical site investigation; • Review of all site investigation documentations and reports ; • Review of the PGM and LDGM project contents and the accompanying report provided by the GP contractor;" The mentioned required review of the GP Contractors deliverables: Is this the only 3rd party/RVO review process of those deliverables, or has the data deliverables undergone another review round prior to this? Should the review reveal that data deliverables are not meeting requirements; will the data deliverables be updated by the GP Contractor?	The review of the data/reports delivered by the GP contractor will be done by RVO/3rd party. The purpose of the GP data review, as mentioned in section 2.2.2 is for the purpose of familiarization with, and preparation of, the GP data as input for the GT Location plan, Laboratory Testing Strategy, and IGM. This includes the aggregation of the information from the three (3) GP Lots into one PGM. However, when the GP data/reports have been received by RVO, this can be shared with the Ground Model Team, if needed and possible. If a draft version is shared it is up to the Ground Model contractor's discretion if a review is performed; any comments may be addressed in the final data/reports.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
75.	Annex 6_V Scope of Work, Section 2.2, page 31	"(Appendix) Charts illustrating the subcrop geology below mobile seabed sediment, with mobile sediment thickness as contours superposed. " Will/has a Seabed Mobility Study be(en) performed for the project; and will the results be conveyed to the CONTRACTOR?	A full morphological study has not yet been performed for the DDW project. The GM contractor is expected to interpret the subcrop geology below the (mobile) seabed. If the seabed is found to be mobile, the mobile seabed thickness needs to be superposed as contours.
76.	Annex 6_V Scope of Work (V1.0) - 2.2	Is interpretation on both 2D and 3D seismic data in northern DDW 1A expected? Or just the 3D dataset?	In the Southern DDW IA interpretation of the full 2DUHRS dataset is expected. In the Northern DDW IA interpretation of the full 3DUHRS dataset and (only) the 2DUHRS tie-lines are expected.
77.	Annex 6_V Scope of Work (V1.0) - 2.2	What horizons/seismic anomalies and infrastructure horizons will be provided in the GP contractor preliminary seismic dataset and will the GP interpretation be on the 2D and 3D data?	It is anticipated that the GP contractor will provide up to six site-wide-equivalent sub-seabed horizons plus interpretation of buried channel-like features. In the Southern DDW IA the interpretation by the GP contractor is expected to be based on the 2DUHRS. In the Northern DDW IA the GP interpretation is expected to be based on the 3DUHRS. The GM contractor is expected to review and aggregate the 2DUHRS and 3DUHRS data and interpretation into one Preliminary Ground Model (see section 2.2.2)
78.	Annex 6_V Scope of Work (V1.0) - 2.2	What is the expection of interpretation of the 3D seismic dataset in northern DDW IA? e.g., Every 10 m in-line and 50 m x-line and interpolation between seed interpretation? Or just x-line and in-line interpretation?	It is up to the contractor to describe in the Project Implementation Plan how to obtain best 3DUHRS interpretation result.
79.	Annex 4 Delivery Dates & Prices (V1.0)	Could you please confirm that 3q should read "after receipt of final cyclic lab testing report, item 1m"?	It can be confirmed that 3q should read “after receipt of final cyclic lab testing report, item 1m”.
80.	Annex 6_I Draft Contract IGM (V1.0) - Clause 4.1	The payment milestones as set out will cause significant negative cashflow for all parties in our team. Could we propose the following:	Contracting Authority does not accept your proposal. However, the following change is made.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
		35% of the Contract Price, after delivery and acceptance by Contracting Authority of: - the project documentation [2e]. - provision of working versions of location plans & laboratory testing strategy for the geotechnical surveys lot 1 and lot 2 [2j, 2m]. - geological ground model report template [2n]. ➢ example integrated ground model database format [2o]. - geotechnical interpretative report template [2p]. 20% of the Contract Price after delivery and acceptance by Contracting Authority of the: - draft geological ground model report [3b]. 15% of the Contract Price after delivery of the: - draft geotechnical interpretative report [3g]. - draft report integrated ground model [3l]. 15% of the Contract Price after approval by the Contracting Authority and the certifying body of the: - final geotechnical interpretative report [3k], and - final integrated ground model, including all associates digital deliverables [3p]. 13% of the Contract Price after approval by the Contracting Authority and the certifying body of the; - final cyclic test report [3u] and, - final report prediction of CPTs based on seismic data [3z]. 2% of the Contract Price after completion of the activities related to the:	**15% --> Increased to 20%** of the Contract Price, after delivery and acceptance by Contracting Authority of: ➢ the project documentation [2e]. ➢ provision of working versions of location plans & laboratory testing strategy for the geotechnical surveys lot 1 and lot 2 [2j, 2m]. ➢ geological ground model report template [2n]. ➢ example integrated ground model database format [2o]. ➢ geotechnical interpretative report template [2p]. • 20% of the Contract Price after delivery and acceptance by Contracting Authority and the certifying body of the: ➢ final geological ground model report [3f]. • 20% of the Contract Price after delivery of the: ➢ draft geotechnical interpretative report [3g]. ➢ draft report integrated ground model [3l]. • **33% --> Reduced to 28 %** of the Contract Price after approval by the Contracting Authority and the certifying body of the: ➢ final geotechnical interpretative report [3k], and ➢ final integrated ground model, including all associates digital deliverables [3p].

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
		- webinar and PSD: Annex 4 – 'Delivery dates & prices', section II, item 2.3"	10% of the Contract Price after approval by the Contracting Authority and the certifying body of the; ➢ final cyclic test report [3u] and, ➢ final report prediction of CPTs based on seismic data [3z]. • 2% of the Contract Price after completion of the activities related to the: ➢ webinar and PSD: Annex 4 – 'Delivery dates & prices', section II, item 2.3.
81.	Annex 6_III ARVODI-2018 - Clause 28.2	We will be able to confirm that at the date of signing the agreement, to the best of our knowledge after making diligent inquiries, no conflict of interest exists with regard to our ability to perform the Services or is likely to arise during performance. Please could you confirm if this is sufficient to discharge our obligations under 28.2?	Not agreed. The Contractor also has this obligation during the further execution of the Contract.
82.	Annex 4 Delivery Dates & Prices (V1.0)	We note that there is no specific score associated with programme compliance. Could you confirm if your priority is improvements on programme time, or whether the priority is maximisation of value within the given programme?	That is correctly understood. As result of the project timeline a decision is made to work with a more or less fixed program. Contractor has to comply with the given deadlines and cannot gain scoring by delivery before the deadlines other than describing the schedule in the project documentations to present a well thought and feasible schedule as described in section 5.2.1 of the Tender document. Contracting Authority confirms that priority is given to maximization of value within the pre-defined program. It is important for this project that the indicated timelines will be met.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
83.	Annex 4 Delivery Dates & Prices (V1.0)	There appear to be 40 hours against items 2.4, 2.5 and 2.6 (hourly rates). Please could you confirm that this is correct?	The 40 hours against items 2.4, 2.5, 2.6 can be confirmed. This is correct. This 40 hours is to calculate a price used to determine the score on price.
84.	Annex 6_III ARVODI-2018 - Clause 24.6	Please could you confirm that this clause only applies in relation to materials arising out of the provision of the Services (i.e. does not apply to background Intellectual Property)?	This is confirmed.
85.	Annex 6_III ARVODI-2018 - Clause 24.4	Would the following minor amendment be acceptable? "In so far as a separate instrument needs to be executed for the assignment of the rights referred to in articles 24.1 and 24.2, the Contractor hereby irrevocably authorises the Contracting Authority to draft such an instrument and will not unreasonably refuse to sign it, without prejudice to the Contractor's obligation to cooperate with the assignment of these rights as soon as the Contracting Authority requests it to do so, without attaching any conditions to its cooperation."	The Contracting Authority does not accept your proposal.
86.	Annex 6_III ARVODI-2018 - Clause 24.3, 24.9	Please confirm that the "non-exclusive and irrevocable right of use for an indefinite period" applies only to uses directly in relation to the Contracting Authority's use of Intellectual Property in relation to the Services .	This is confirmed.
87.	Annex 6_III ARVODI-2018 - Clause 24.1	Please confirm that background Intellectual Property will be retained by the original copyright owner.	Please see answer to question 8.
88.	Annex 6_III ARVODI-2018 - Clause 22.2	Please confirm that cancellation of the Contract as part of Clause 22.2 does not impact payment obligations defined elsewhere in the contract.	This is confirmed
89.	Annex 6_III ARVODI-2018 - Clause 22.2	Please could you clarify events which constitute force majeure under this contract? Typically we would expect	It must be assessed on a case-by-case basis whether there is a legal force majeure situation. The Arvodi 2018 therefore does not

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
		these to include, for example: (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (b) rebellion, terrorism, revolution, insurrection, military or usurped power or civil war; (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel; (d) munitions of war, explosive materials, ionising radiation or contamination by radio activity except as may be attributable to the Contractor's actions; (e) inclement weather, flood, drought, fire or natural catastrophe such as earthquake, hurricane, typhoon or volcanic activity; (f) disease outbreak, epidemic, pandemic or public health emergency; and/or (g) restrictions imposed at law in response to Force Majeure, including embargo, quarantine or travel restrictions.	contain an exhaustive list of force majeure situations. The contracting authority will therefore not proceed to a further description of force majeure situations.
90.	Annex 6_III ARVODI-2018 - Clause 21	Please could you confirm that the liability of the Contractor for any breach of this Contract, or arising in any other way out of the subject-matter of this Contract, will not extend to any incidental or consequential damages or losses or any loss of profits, loss of data, loss of contracts or opportunity, even if the Contracting Authority has advised the Contractor of the possibility of those losses or if they were within the Contractor's contemplation?	The Contracting Authority does not accept your proposal.
91.	Annex 6_III ARVODI-2018 - Clause 21.3 d	We cannot agree to unlimited liability in respect of data protection, particularly as we will not be processing personal data. Please could you confirm if this clause could be removed?	The Contracting Authority does not accept your proposal.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
92.	Annex 6_III ARVODI-2018 - Clause 21.3 c	Please could you confirm that 21.3 c only applies to knowing breaches of intellectual property rights?	The Contracting Authority does not accept your proposal. "Knowing" is too limited.
93.	Annex 6_III ARVODI-2018 - Clause 21	Clause 21.3: Please clarify if the "€5,000,000 for each year or part of a year that the contract has been in force" is an aggregate limit of liability that resets at the beginning of each year (i.e. the maximum aggregate liability in any one year is €5,000,000). We note in the main tender document (Section 2.2) that the Contract Period extends to 31 December 2026, however could be extended by one year, which would trigger significant additional liability with potentially no additional contract value. Could you confirm if the limit of liability in 21.3 of Annex 6-III could be replied by a single aggregate limit of liability linked to the Contract Price (e.g. set the limit of liability at the Contract Price)?	The liability is based on the total contract value. This is for the entire term of the agreement.
94.	Annex 6_III ARVODI-2018 - Clause 20.1, 20.2	Please confirm that we are entitled to extensions of time and delay costs for all events beyond our reasonable control. This also relates to Annex 6-1 Clauses 4 and 5.	The Contracting Authority does not accept your proposal.
95.	Annex 6_III ARVODI-2018 - Clause 18.3	One of our proposed sub-contractors is a UK publicly funded body and subject to the scrutiny of the National Audit office, with its accounts being presented to Parliament annually. It is therefore not possible for them to provide full accounts to other parties to audit. Please could you confirm that in an event an audit is required it is sufficient that, upon reasonable request by the Contracting Authority the Contractor will provide copies of all relevant financial documentation?	This is confirmed.
96.	Annex 6_III ARVODI-2018 - Clause 6.2	Please confirm that this is subject to the Contracting Authority acting 'reasonably'.	Please see answer to question 10.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
97.	Annex 6_III ARVODI-2018 - Clause 4.5	Please define the performance criteria judged prior to payment being released.	The deliverables, which requirements they must meet, and the ones that are eligible for payment are set out in the Tender documents.
98.	Annex 6_III ARVODI-2018 - Clause 4.1 & 4.2 and Annex 6_1 Draft Contract IGM (V1.0) Clause 8.2 & 8.3	Please clarify that Contracting Authority will make these decisions and send notification within a 'reasonable' timeframe.	This is confirmed.
99.	Annex 6_III ARVODI-2018 - Clause 3.1 and 3.2	Please clarify if this implies an overarching standard of 'reasonable skill and care', rather than 'fitness for purpose'. Our PI would typically cover the former but not the latter.	Please see answer 50 and 51.
100.	Annex 4 Delivery Dates & Prices (V1.0)	For item 2h, it is unclear why GT clearance is required ahead of the locations being sited based on the geophysical datasets as part of 2k?	2h "Provision of location plan & LTS for GT-Lot1 (seabed) for GT clearance (based on Geological Desktop Study)" is required before 01-10-2024 to allow the GT contractor to execute the clearance (if needed) before starting the GT-Lot1 survey in Q1 2025. Possible updates of the location plan in 2m and 2p shall/can be proposed to the GT contractor but can only be executed if allowed by the clearance.
101.	Annex 4 Delivery Dates & Prices (V1.0)	What preliminary data will be available from the Lot1/2 geophysical contractor in the field to assist in refinement of the geotechnical locations for Lot 1 ahead of Item 1b? Is it expected to receive field memos or similar with PGM horizons partially interpreted?	The marine geophysical data and reporting will be a result of, and comply with, the Tenders: • TenderNed-kenmerk 417308. Referentienummer 202303117 - WOZ2230085. • TenderNed-kenmerk 438099. Referentienummer 202310142 - WOZ2230120.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
			It is anticipated that raw, processed, and interpreted digital data will be delivered as follows per GP contract Lot: • MBES, SSS, MAG, SBP (GP-Lot1), • MBES, SSS, MAG, SBP, 2DUHRS (GP-Lot2) • MBES, 3DUHRS (GP-Lot3)
102.	Annex 4 Delivery Dates & Prices (V1.0)	Item 1b and 1d, what is meant by 'interpreted digital data' - will this be a preloaded Kingdom project (for example) with interpreted PGM horizons in draft?	For 1b and 1d, the interpreted digital data will be in the form that is available at the moment this data will be delivered. This can either be as interpreted horizon xyz files or preloaded within a Kingdom project. Please note that it is up to the GM Contractor to aggregate the information from the three (3) GP Lots into one PGM (see section 2.2.2) and to execute a (re)interpretation on the (re)processed data to come to a Geological Ground Model and an Integrated Ground Model.
103.	Annex 4 Delivery Dates & Prices (V1.0)	The purpose of uncoupling the GT parameter predictions (3v to 3z) from the IGM (3l to 3p) is unclear when compared to previous projects. Can you explain the rationale here please? Equally the prediction of GT parameters can be linked to the GGM report, but could be linked to other items. Can we make this suggestion within the response?	The Geotechnical Interpretive Report and the Integrated Ground Model Report are "must haves" for developers to prepare for the Doordewind OWF Tender and defined as key dates including penalties. The Cyclic Test Report and the Prediction of GT parameters report can be delivered later. If the contractor would like to deliver this Cyclic Test report and Prediction of GT parameters report together with the GIR and IGM report, that is allowed (before July 31, 2026), but please note that the GIR and IGM reports cannot be delayed.
104.	Annex 6_V Scope of Work (V1.0) - 1.3.1	Will the GP Lot 2 and Lot 3 contractor be delivering nav merged pre-stack volumes for 2D and 3DUHRS as part of Annex 4, 1b and 1d respectively?	The marine geophysical data and reporting will be a result of, and comply with, the Tenders: • TenderNed-kenmerk 417308. Referentienummer 202303117 - WOZ2230085. • TenderNed-kenmerk 438099. Referentienummer 202310142 - WOZ2230120.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
			It is anticipated that the GP-Lot2 contractor (1b) and the GP-Lot3 contractor (1d) will deliver raw navigation merged shots SEG-Y data that need to have fully idented trace headers including navigational data.
105.	Extension	To form a useful input to the Lot 1 (GT) LTS and Lot 1 (GT) draft locations - and take this significant bid through internal governance, we would appreciate an extension of one week to the tender deadline, to 21 June 2024. Would you be willing to extend the deadline?	Please see answer to question 33.
106.	Annex 6_V Scope of Work (V1.0)	The maximum number of offshore investigation in terms of number of locations is clear, but it is not clear if a BOQ for lab tests is already defined for either of the GT campaign or both. Given the time constraint on the project, and that a constructive and pragmatic approach is expected from the contractor, it is not clear if number/frequencies included in the draft LTSs will be used for the scoring by the CONTRACTING AUTHORITY. If an intended BOQ for the lab test procurement has already been defined, can this be shared?	For tender purposes the GM contractor is asked to deliver a draft outline for intended laboratory testing program/strategy/plan, including requirements on batching and dependencies. This plan should describe how data is integrated in the GM deliverables such as the GGM, IGM, and GIR (see section 5.2.1. in Tender Document). In this plan the possibilities that allow shortening of the timeline (e.g. parallel lab testing, prioritization of lab testing, etc.) can be included. This plan is part of the "Geotechnical requirements and integration" assessment aspect. This plan can be qualitative and no BOQs need to be included yet. Nevertheless, if the GM contractor has a strategy for reduction of BOQs this can be included in the plan by describing this strategy (in a qualitative way). (Later, after IGM contract award, the GM contractor should deliver a quantitative laboratory testing strategy, including BOQs, as part of the SoW (section 2.2.5)). For more information on the geotechnical scope, please refer to • TenderNed-kenmerk 449246. Referentienummer 202312051 - WOZ2240143/44.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
107.	Annex 6_V Scope of Work (V1.0) - 2.2.6	AGS data is preferred also for lab tests data rather than excel/csv files, is there any way that the GT contractor can be contracted to use AGS files as a primary (and final) form of data transfer when AGS provides field for the specific test?	The GT contractor(s) have been requested to deliver the AGS data format. It will be confirmed with the GT contractor(s) which version will be used once the GT contractor(s) is/ are known.
108.	Annex 6_V Scope of Work (V1.0)	How will the interpretation schemes for geophysical surveys be managed? What is the intended interaction with the GP contractors (understood to be 2 or 3), specifically considering acquisition and preliminary interpretation ahead of IGM contract award?	The review of the data/interpretation/reports delivered by the GP contractor will be done by RVO/3rd party. There is no intended interaction between the GP contractors and the GM contractor on the acquisition and preliminary interpretation. Nevertheless, the GM contractor shall be invited to participate in workshops to be held with the GP contractor, where feasible. The CONTRACTING AUTHORITY, through its appointment of the GP contractor, will remain responsible for the execution of the geophysical site investigation.
109.	Annex 6_V Scope of Work (V1.0) - 2.2.5	"Batching between multiple sample tubes is only allowed in cases where insufficient sample material from one sampler tube is recovered" Is this to be referred to a minibatch for monotonic testing/characterization? Batching offshore is considered to be difficult for the purpose of cyclic testing with still limited information. Please clarify if the offshore batching process is to be intended to speed up the cyclic testing programme or for characterisation and monotonic testing.	Batching may also be required for strength reference and cyclic/dynamic testing. The preliminary assigning of samples to batches shall be carried out offshore by the GT contractor. Samples should be retained in separate bags/tubes until final batching is carried out onshore in the laboratory. Please see last section of 2.2.5. The aim of this procedure is to increase efficiency and to optimize interaction between GT and GM contractor.
110.	Annex 6_V Scope of Work (V1.0) - 2.1	"An interfacing & communication plan between the GT-Lot1 and GT-Lot2 contractors and CONTRACTOR should be submitted by CONTRACTOR as part of the Tender documentation"	There are 2 geotechnical lots: GT-Lot1 and GT-Lot2. There will be a maximum of one contractor per lot (although these GT contractors can/may make use of sub-contractors.)

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
		How many GT Contractors should be assumed at this stage? Paragraph 2.2.5 mentions one or two. is it correct to understand that there will be maximum one contractor per campaign? or should the text be interpreted as maximum two GT contractors per GT lab campaign?	
111.	Annex 6_V Scope of Work (V1.0) - 2.1	"2. Preliminary Seabed and Downhole Location Plans and Lab Test Strategies". Can it be clarified if with the tender documentation, two lab testing strategies are expected as well as two offshore ground investigation plans (one plan and one strategy for each GT campaign; GT-Lot1 and GT-Lot2)?	In this tender we ask Contractor to provide a Preliminary GT Seabed CPT & Vibrocore Location Plan and a preliminary GT Downhole CPT & Sampling Location plan (see Section 5.2.1. in the Tender document). I.e. two lab testing strategies as well as two location plans are expected. Nevertheless, for tender purposes co-location of GT-Lot1 and GT-Lot2 locations can be assumed.
112.	Annex 6_V Scope of Work (V1.0)	The extent of potential horizons to be interpreted in addition to those provided by the geophysical contractor can be better defined based on the known site conditions from the geological desk study & locally from TNW / proximal DE sites. Our assumption that site wide horizon equivalents will be <10 including the PGM horizons picked by the GP contractors. Can this be reflected in the project plan and therefore interpretation requirements (person time) assumed on this basis?	It is up to the contractor to define the number of seismo-stratigraphic units / seismic horizons. Based on the site conditions from the surrounding area an assumption of less than 10 seismo-stratigraphic units sounds reasonable.
113.	Annex 6_V Scope of Work (V1.0)	Extent of requirements in the tender to include some of the geotechnical preparation is understood in terms of the project timelines (i.e. geotechnical contractor appointment), however some guidance on the extent of this preparatory study is requested. Will there be the option for the winning bidder to see	The plans of the other Tenderers will not be shared.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
		other failed bidders attempts to generate the best solution for RVO?	
114.	Annex 6_V Scope of Work (V1.0) - 2.2.5	Can we set the AGS standard in all documents as AGS 4.1 (or higher) as opposed to AGS 4.0? AGS 4.0 was deprecated in 2020.	The GT contractor(s) have been requested to deliver the AGS data format. It will be confirmed with the GT contractor(s) which version will be used once the GT contractor(s) are known.
115.	Annex 6_V Scope of Work (V1.0) - 2.2.3	Reprocessing of SBP is mentioned inconsistently within section 2.2.3 (page 17). Please clarify whether SBP data are included in the reprocessing scope.	Apologies for this confusion; the reprocessing of the SBP data is not included in the reprocessing scope.
116.	Annex 6_V Scope of Work (V1.0) - 1.3.1	Will 3D UHRS data be navigation merged and provided in SEG-Y format by the GP contractor? What is the expected duration from start of acquisition to this nav-merged SEG-Y data being made available to CONTRACTOR?	The marine geophysical data and reporting will be a result of, and comply with, the Tenders: • TenderNed-kenmerk 417308. Referentienummer 202303117 - WOZ2230085. • TenderNed-kenmerk 438099. Referentienummer 202310142 - WOZ2230120. It is anticipated that the GP-Lot2 contractor (1b) and the GP-Lot3 contractor (1d) will deliver raw navigation merged shots SEG-Y data that need to have fully idented trace headers including navigational data. As indicated in Annex 4; • the 2DUHRS raw navigation merged shots SEG-Y data is anticipated to be available to the GM contractor on 01-11-2024 (1b) • the 3DUHRS raw navigation merged shots SEG-Y data is anticipated to be available to the GM contractor on 15-12-2024 (1d)
117.	Annex 6_V Scope of Work (V1.0) - 1.3.1	"3D Ultra High Resolution Seismic (UHRS) data up to 2.5m x 2.5m (bin size)"	To answer this question, it is good to be more specific and define the meaning "bin-size":

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
		Could you please confirm this is the maximum permissible bin size (i.e. no coarser than 2.5x2.5m)?	for the 3DUHRS we anticipate a nominal bin size of 1.5625x1.5625m and an effective acquisition bin size of 3.125x3.125.
118.	Annex 6_V Scope of Work (V1.0) - 1.3.1	When will the 2D & 3D UHRS acquisition specification be provided, so bidders can calculate processing CPU requirements and fees?	The requested information is shown in the answer to question 45.
119.	Annex 6_V Scope of Work (V1.0) - 1.3.1	"Between these three (3) Lots there will be overlapping data. GP-Lot1 and GP-Lot3 include MBES over the same northern DDW IA" Please confirm if this should read "GP-Lot1 and GP-Lot2 include MBES"? GP-Lot3 is 3D-UHRS only.	MBES will also be acquired as part of GP-Lot3 (next to 3DUHRS). Please, note that this will be a bathymetric dataset (not a backscatter dataset). Therefore, the statement that "GP-Lot1 and GP-Lot3 include MBES over the same northern DDW IA" is correct.
120.	Annex 6_V Scope of Work (V1.0) - 1.3.1	Can the resolution of Figure 2 (page 10) be increased? Additionally, can the legend in Figure 2 be updated to match the text in Section 1.3.1 (i.e., the text refers to the Southern and Northern DDW IA and Lots but these are not explicitly clear in the Figure which just refers to Investigation Areas)?	The areas in Figure 2 represent the DDW investigation areas (IAs). The exact IA of this Tender is indicated by the coordinates in Table 1. As described in Section 1.3.1: The geophysical survey scope has been divided three (3) Lots over two (2) IAs: • the southern DDW IA is covered by GP-Lot2 • the northern DDW IA is covered by both GP-Lot1 and GP-Lot3
121.	Annex 5 SPA (V1.0) - 4.5	There are differences between the document management details required in Section 4.5 (Annex 5, page 12) and Section 4.1 (Annex 6_VI, page 8). Please confirm which is correct.	Annex 5, section 4.5 is confirmed to be correct.
122.	02401112 Annex 6_I Draft Contract IGM (V1.0) (004) - Section 3,4	: Would it be possible to add "The agreed rates shall be subject to rate reviews and agreed between the Parties on an annual basis." ?	The Contracting Authority does not accept your proposal.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
123.	02401112 Annex 6_I Draft Contract IGM - Section 3,7	Can the rates can be reveiewed on an annual basis, and if we can add the following sentence "All new unit rates and prices, when approved by the Contracting Authority, shall be subject to review at annual renewal."	The Contracting Authority does not accept your proposal.
124.	02401112 Annex 6_I Draft Contract IGM - Section 3,8	Can you please provide this index for our records?	As described: Indexation of the unpaid payment milestones is agreed in case the Contract period is extended. At this point it is not known what the index will be.
125.	02401112 Annex 6_I Draft Contract IGM	Can you please mark 'Penalties' section as 'Not used.'	The Contracting Authority does not accept your proposal.
126.	02401112 Annex 6_I Draft Contract IGM - Section 8,5	At the end of the first sentence would it be possible to include: "providing that the additional work is within the scope of work defined in the original contract."	The Contracting Authority does not accept your proposal.
127.	VS_20230728_RVO_CR GP GT_Annex 6 ARVODI_2018 English_R02 (LOT1 and LOT2), Section 4,1	Can you please amend to 10 days to ensure timely payment?	Please see answer to question 7.
128.	VS_20230728_RVO_CR GP GT_Annex 6 ARVODI_2018 English_R02 (LOT1 and LOT2)	LDs are not appropriate for the type of services being provided. Can clause 13.5 be removed in its entirety?	Please see answer to question 11.
129.	02401112 Annex 6_I Draft Contract IGM	It is contrary to our contracting policy to enter into agreements without a limit of liability. Please add the following additional clause: The total aggregate liability of the Contractor to the Contracting Authority, its agents, employees, officers, subsidiaries, associated companies, assigns and any third parties (together in aggregate) in contract for tort (including negligence or breach of statutory duty),	The Contracting Authority does not accept your proposals. Please see answer to question 14.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
		misrepresentation, restitution or otherwise arising in connection with the Services and/or this Contract shall not exceed the total fees received by the Contractor by the Contracting Authority in respect of the Services provided under this Contract. The Contractor shall not be liable for any breach of this Contract if the relevant action in respect of that breach is commenced more than six (6) years after the relevant breach. Neither Party shall under any circumstances whatsoever be liable to the other for any direct or indirect loss of profit, loss of business or anticipated saving or special, indirect or consequential damage suffered by the other Party that arises under or in connection with this Contract.	
130.	VS_20230728_RVO_CR GP GT_Annex 6 ARVODI_2018 English_R02 (LOT1 and LOT2) - Section 14.1	Please make this clause mutual in the case that we share any personal data.	This is confirmed.
131.	VS_20230728_RVO_CR GP GT_Annex 6 ARVODI_2018 English_R02 (LOT1 and LOT2)	Please include the following sentence: "Resource capacity will determine the timelines for any additional work".	It is not clear in which section this sentence should be included. Nonetheless the proposal is not accepted.
132.	VS_20230728_RVO_CR GP GT_Annex 6 ARVODI_2018	Can we add the following clarification: The Contractor reserves the right to terminate the contract in the event of a material breach such as non payment outside of the reasons stated prior.	The Contracting Authority does not accept your proposal. Note that Article 18.5 of the ARVODI-2018 (Annex 6 - Section III) is amended as per Section 8.6 of Annex 6_I Draft Contract.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
	English_R02 (LOT1 and LOT2) - Section 18,5		
133.	VS_20230728_RVO_CR GP GT_Annex 6 ARVODI_2018 English_R02 (LOT1 and LOT2) - Section 21.3 - 21.6	Replace limit of liability wording with our standard: Please replace this clause with the following wording so that the cap operates on an aggregate basis; Notwithstanding anything to the contrary in [this Agreement], the liability of [the Consultant] under or in connection with [this Agreement] whether in contract or in tort [delict], in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in aggregate the sum of [Insert Amount]	The Contracting Authority does not accept your proposals.
134.	VS_20230728_RVO_CR GP GT_Annex 6 ARVODI_2018 English_R02 (LOT1 and LOT2) - Section 20,1	Please replace "immediately" with "as soon as practically possible"	This proposal is accepted.
135.	VS_20230728_RVO_CR GP GT_Annex 6 ARVODI_2018 English_R02 (LOT1 and LOT2) - Section 24.4	We cannot agree to provide you with the authorisation to sign legally binding documentation on our behalf. We request that this clause is deleted.	The Contracting Authority does not accept your proposal.
136.	VS_20230728_RVO_CR GP GT_Annex 6 ARVODI_2018 English_R02 (LOT1 and LOT2) - Section 26.2	We are required by this clause to disclose policy details. Such details are private and confidential and we cannot agree to this requirement. As an alternative, we can offer to provide an 'Evidence of Cover' document to demonstrate that the required insurance is in place. We also will not provide evidence of payment.	Please see answer to question 9.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
137.	VS_20230728_RVO_CR GP GT_Annex 6 ARVODI_2018 English_R02 (LOT1 and LOT2)	Additional Clauses: Indirect/Consequential Loss Exclusion We request the following is included within the contract: "Neither Party shall under any circumstances whatsoever be liable to the other for any direct or indirect loss of profit, loss of business or anticipated saving or special, indirect or consequential damage suffered by the other Party that arises under or in connection with this Agreement." Force Majeure The contract does not include a force majeure wording. We request the following is included within the contract: "The Consultant may upon the occurrence of any circumstances beyond the control of the Consultant (which for the avoidance of doubt includes any pandemic and/or epidemic) ("Force Majeure") which prevents or significantly impedes the performance of the Services, without prejudice to any other remedy and upon the giving of not less than [four weeks'] Notice, suspend for a period of up to [twenty-six weeks] the performance of the Services in respect of all or part of the Services affected. For the avoidance of doubt, the Consultant shall not be in breach of this Agreement and shall have no liability under or in connection with this Agreement as a result of i) any act, omission, or default ii) any failure to	The Contracting Authority does not accept your proposals.

nr.	Chapter/ Paragraph/ Article from tender documents	Question	Answer
		perform the Services in accordance with this Agreement and/or iii) any prolongation or delay to the Services, to the extent it is caused or contributed to by any Force Majeure."	

- End of Memorandum of information -