



Memorandum of Information European Tender for 'Geological Desk Study for Search area 6/7 and Search area 3 in the Dutch North Sea', reference 202501052/ WOZ2250200

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In this Memorandum of Information, the Contracting Authority provides answers to the questions raised by Tenderers concerning the Tender. This Memorandum of Information forms an integral part of the Tender Document and the Contract.

Announcements

No.	Subject	Information	Answer
1	Scope of Work / 8. Digital Deliverables	Additional deliverable added to the scope of work	5. Export of the ((re)processed) 3D seismic data cubes

No.	Subject	Question	Answer
1	Scope of Work	The scope of work document [Sa367_20250224_GEO_Tender Document_V01_F] contains the following phrase that contains a weblink in Section 4 "Starting Points & Boundary Conditions" Item 6 "seismic data will be made on the RVO website, and Sa 6/7 specific web page". The weblink opens this page: https://offshorewind.rvo.nl/page/view/cbc43dd1-913d-4478-b284-f210753bcdcc/soil-lagelander	The Seismic Archive Data is accessible through the following LINK. An overview of the 2D seismic data is provided in Appendix A that is included at the end of the TNO Report, including information on kilometer length of the seismic data is captured. Investigation into the 3D NLOG dataset for the DTS for Search area 6/7 and Search area 3 is part of the Scope

		This page in turn has a link titled: TNO Seismic Data Archive. This link opens this page: https://datahub.pleio.nl/en/explorer/1787 This last page is currently blank/empty. Can you please advise when the seismic data will become available? Could you also provide a summary of the quantity of data? How many kilometers of 2D transects, how many km³ of 3D cubes ? What is the total digital file size?	of Work. NLOG 3D seismic surveys are available through the following LINK.
2	Missing Tender Documentation	Can RVO please send Appendix B, C and D. We cannot find these from the 13 Documents in the download option.	Appendix B is not applicable for this Tender Please see Appendix A under full document name: 'Starting Points and Assumptions – Appendix A – GIS Metadata Requirements.pdf Please see Appendix C under full document name: 'Starting Points and Assumptions – Appendix C – GIS shapes.7z' Please see Appendix D under full document name: 'Starting Points and Assumptions – Appendix D – Metadata example.7z'
3	Scope of Work	Can you please tell us how many line kilometres of 2D and square kilometres of 3D are to be reprocessed and interpreted?	Please see answer to question No. 1 of this MoI.
4	Tender Document 5.2.4	On page 19 of the Tender Document, this formula is given for the cost criterion: $\text{score} = (20 * [(P - 205,000)/(390,000 - 205,000)])$ If you enter 205,000 for P in this formula, the formula will produce '0' and if you enter 390,000, the formula will produce 20. I think it should actually be the other way around? I think	The correct formula is: $\text{Score} = (20 * [(P_{\text{max}} - P)/(P_{\text{max}} - P_{\text{min}})]).$

		the formula should be as follows: $\text{score} = (20 * (1 - [(P - 205,000) / (390,000 - 205,000)]))$	
5	Scope of work	Is the 2D data provided by RVO and already processed for use in DTS, are costs required to reprocess this dataset?	Please see link to 2D data in Answer to MoI No. 1. The quality of reprocessed data should be discussed and included in the GDS Report. The aforementioned assessment is part of the scope of work so should be included in the price.
6	Scope of work	Is the 3D data provided by RVO or are the contractor to search and utilise public 3D data, and reprocess?	The publicly available 3D seismic data is available via a website called NLOG (www.nlog.nl) and will not be provided by RVO. Contractor is asked to select and reprocess this data (see annex 5 – II Scope of Work / 3. Assessment should include / Item 5).
7	Scope of work	If there is limited data improvement from reprocessing 3D public data and our workflow states this, does this constitute a disqualification from tender process?	Should the reprocessing of the 3D public data improve the quality then this is required.
8	Scope of work	The 3D models required will be of large scale. What is the requirement for 3D model sharing – free viewers? Cross sections etc?	Please refer to annex 5 – II Scope of Work report, deliverables 2, and digital deliverables point 1 and 2. There is no specific viewer required.
9	Scope of work	What level of recommendations and scoping is required for the future site investigations? Should this be considered a preliminary CPT or borehole selection or an approach which generalizes the site?	Reference is made to annex 5- II Scope of Work, section 3: Assessment, and should include Item 1. -> "Overview of all publicly available geological, geotechnical, geophysical and bathymetric data for all Search areas including borehole and CPT data". The result of this Geological Desk Study (GDS) will be input for the Geotechnical Investigations. Hence, the detail of the GDS should be of sufficient quality to base a CPT/VC/BH selection plan.

			Level of recommendations should include a general guidance on the number of geotechnical locations if a unit has not been characterised enough regionally.
10	Tender Document 5.2.4.	Please confirm that the equation (table 5.2.4 in the tender document) linking costs and score is correct.	Please see answer to question No. 4 of this MoI.
11	Shapefiles	Can RVO provide shapefiles for the existing data that is available so that it can be georeferenced against the search areas?	Shapefiles are provided in the TNO Archive Data available via link provided in annex 5 – II Scope of Work / 4. Starting Points & Boundary Conditions / Item 6. Please see answer to question No. 1 of this MoI.
12	Scope of work	Will RVO be providing bidders with the 3D datasets that it wants reprocessing and if so, what format will they be in e.g. SEG-D + separate navigation, or navigation merged SEG-Y?	No, RVO is not providing bidders with the 3D datasets. Please see answer to question No. 6 of this MoI.
13	Scope of work	Please confirm that RVO will cover all costs (e.g., TNO fees, other) when requesting data through NLOG.	Any costs shall be borne by Contractor and should be included in the bid.
14	Scope of work	Are RVO expecting data to be reprocessed using the original field data or the existing final migrated stack data as the starting point?	Solely, the NLOG 3 D Seismic data is expected to be reprocessed. The provided TNO Archive data is expected to be of sufficient quality as reprocessing has already been applied.
15	Scope of work	If bidders are already in possession of field data from surveys that are classified as released (>10 years old), through separate agreements with data owners, can such data be included or is a specific permission required from the data owner?	Field data from surveys that are classified as released (>10 years old) may be included solely, if this data will be made public and published on RVO website.

16	Scope of work	Should there be need of Variation Orders, is there a specific ceiling on the value of those?	No, we would like to refer you to article 16 payment and upward and downward contract variations ARVODI 2018.
17	Tender Document	There is a fairly short timeframe between the release of the Memorandum of Information and the final submission deadline. Will RVO consider extending the proposal submission deadline by one additional week to allow for any necessary adjustments based on the information in the MOI?	Since the project is time driven, the submission date will not be extended.
18	Annex 5 pag. 7	Given that ArcGIS Desktop (ArcMap) is being retired in 2026, can we provide ArcGIS Pro project files (.aprx) instead of .mxd documents to ensure compatibility with future software updates?	ArcGIS Pro is deemed suitable. For other retiring software a suitable alternative will be found during project execution.
19	Annex 5 pag. 3	Are there any concerns about the availability or quality of the publicly available data? For example, will public available dataset provide adequate timespan for the analysis?	The data is available on the RVO and NLOG websites, please refer to question 1 of this MoI. The assessment of the quality of the available data is part of the Scope of Work and the fin and draft reports.
20	Annex 7 pag .11	How will discrepancies between different data sources be handled during subsurface mapping?	This is part of the Scope of Work and up to the Contractor to handle.
21	Scope of work	What are the potential geohazards identified, and how will they impact the project? Will there be a base indicative of current issues and forecasted scenarios to address?	Contractor is asked to assess the geohazards as part of the Scope of Work (see Annex 5 – Section II / 3. Assessment should include / Item 10.)
22	Scope of work	Can you provide shape files for the existing data that is available so that it can be georeferenced against the search areas?	Please see answer to question No. 11 of this MoI.

		• Will RVO be providing bidders with the 3D datasets that it wants reprocessing and if so, what format will they be in e.g. SEG-D + separate navigation, or navigation merged SEG-Y? • Do RVO expect all bids to include TNO fees that would be payable when requesting data through NLOG (https://www.nlog.nl/sites/default/files/2023-03/Fees%20TNO%20Seismic%20Data%20Requests%202023.pdf) or will RVO cover these costs by working directly with TNO? • Are RVO expecting data to be reprocessed using field data or the existing final migrated stack data as the starting point? • If bidders are already in possession of field data from surveys that are classified as released (>10 years old), through separate agreements with data owners, can such data be included or is a specific permission required from the data owner? • If bidders are already in possession of post stack reprocessed data from surveys that are classified as NOT released yet, through separate agreements with data owners, can such data be included providing bidders obtain specific permission from the data owner?	- Please see answer to question No. 14 of this MoI. - Please see answer to question No. 13 of this MoI. Furthermore, RVO already received TNO Archive Seismic data. The final Contractor is tasked to retrieve and assess NLOG data as part of the scope of work. - 2D data has been processed. Only available 3D data requires (re)processing for the Geological Desktop Study. - Please see answer to question No. 15 of this MoI. - Yes, if this data can be made publicly available.
23	Scope of Work	Will seismic datum be provided in LAT?	Please refer to the TNO report of the 2D data. Please see answer to question No. 1 of this MoI.

24	Scope of Work - 3	Will seismic interpretation be made open source?	All digital and final deliverables mentioned in sections 7 and 8 of Annex 5 II - Scope of Work may be published by RVO on the RVO website.
25	Scope of Work - 2	What is the total line length (in km) of the provided 2D seismic data?	Please see answer to question No. 1 of this MoI.
26	Scope of Work	A velocity model selected for these projects based on multiple inputs will be time consuming to produce and have significant variance on the final product. Do you have a preference for which approach should be used to respect timelines for the project?	This could be added in the Plan of Approach. Please note the model created should cover the shallow subsurface (up to 100m below seafloor).
27	Scope of Work	Go/no-go area extents or distances are to be provided based on contractor experience. Could you provide guidance on what these are expected to be from a Netherlands perspective? (e.g. distance from active pipeline or cable?)	Expect 500m cable/pipeline clearance. Other go/no-go area extents are for the Contractor to assess as part of the Scope of Work section 8.3.
28	Scope of Work - 4	Please provide expected timeline for geophysical and geotechnical surveys? Both "when" contracting entity expects these to be conducted and "how long" these are scheduled to take or "what density" of sampling is expected?	Requested information is influenced by the output from the geological desktop study. Refer to SoW 7. Report Deliverables, point 8.
29	Tender Document 5.2.2	Could you please define how the 25 points will be awarded over this criteria and the combination of Annex 3 and 6?	Annex 3 is an award criteria where annex 6 is a Requirement. No points are awarded for the requirements. If you do not meet the requirements you will be excluded from the Tender, see Tender Document section 4.3.2. Reference data.
30	Tender Document 1.3	Responses to the questions submitted to contracting authority, could/will change the approach provided. A single round of clarifications is prohibitive for achieving the most advantageous	Another round of questions has been considered. And contracting authority does not foresee any need to include this at this time.

		technical solution. Would contracting authority consider a further round of questions after 12 March?	
31	Public service agreement	Bulk of processing work will be undertaken upfront based on our proposed schedule. Can the payment milestones be weighted with 20% upfront payment, and 60% on delivery of draft reports for SA3 and 6/7 respectively?	Payment milestones will not be changed.
32	Scope of work	What volumes of data are expected to be interpreted? How many line kms of publicly available 3D Seismic Data? How many line kms of provided 2D Seismic Data? How much of the overall data volume falls within each area? This would be useful as they are to be priced separately.	Please see answer to MoI question No. 1, 3 and 25 of this MoI, all referring to the same links containing information.

Remarks regarding ARVODI-2018

No.	Article from ARVODI	Reason for objection	Textual suggestion	Answer
1	ARVODI 3.2	Clause: 3.2 Original Wording: The Contractor guarantees that the Services to be provided by it or on its behalf will be performed in a professional manner.	Proposed Revision: The Contractor guarantees that the Services to be provided by it or on its behalf will be performed with the reasonable skill, care and diligence expected from a professional contractor experience in the type and scale of works to be performed in a professional manner.	Not approved, the Contracting Authority expects from Contractor that the services to be provided will be performed in a professional manner.
2	ARVODI - Clause: 4.1 and 4.2	Original Wording 4.1 The Contracting Authority will assess the results of the Services within 30 days of the date of their delivery. If it decides that the results are satisfactory, it will notify the Contractor that they have been accepted. 4.2 If the Contracting Authority decides that the results of the Services are unsatisfactory, it will notify the Contractor that they have not been accepted.	Proposed Revision: 4.1 The Contracting Authority will assess the results of the Services within 30 days of the date of their delivery. If it decides that the results adhere to the specifications stated in the Contract are satisfactory, it will notify the Contractor that they have been accepted. 4.2 If the Contracting Authority decides that the results of the Services do not adhere to the specifications stated in the Contract are unsatisfactory, it will notify the Contractor that they have not been accepted.	Not approved, See also article 4.3 and 4.4 ARVODI 2018. In the proposal, the Contracting Authority must inform the Contractor in all cases. This is an additional administrative burden, therefore not approved.

3	ARVODI - 13.1	Clause: 13.1 Original Wording: The Contractor will not divulge in any way any information that comes to its knowledge in performing the Contract and which it knows or may reasonably be assumed to know is confidential, except in so far as it is compelled to divulge such information under a statutory regulation or court ruling.	Proposed Revision: The Contractor will not divulge in any way any information that comes to its knowledge in performing the Contract and which it knows or may reasonably be assumed to know is confidential, except (i) to members of its group, including parent company(ies) and/or affiliates, to the extent required to fulfil its obligations under the Contract; and (ii) in so far as it is compelled to divulge such information under a statutory regulation or court ruling.	Not approved, Sharing information within holding companies has nothing to do with subcontractors.
4	ARVODI – 16.4	Clause: 16.4 Original Wording: The Contractor will always accept and carry out an order for additional work representing up to a maximum of 10% of the original Contract value. Such an order for additional work is subject to the provisions of the Contract	Proposed Revision: Subject to its then current capacity, the Contractor will always use reasonable efforts to accept and carry out an order for additional work representing up to a maximum of 10% of the original Contract value. Such an order for additional work is subject to the provisions of the Contract	Not approved, If additional work is required it will be discussed how and when this additional work will be carried out, but it is a must that the contracted party carries out this additional work.
5	ARVODI Clause: 21.1	Original Wording: If one of the Parties fails to discharge its obligations under the Contract, the other Party may give notice of default. The defaulting Party is deemed to be immediately in default, however, if it is clear that there is no prospect whatsoever of it discharging the obligations in question within the stipulated	Proposed Revision: If one of the Parties fails to discharge its obligations under the Contract, the other Party may give notice of default. The defaulting Party is deemed to be immediately in default,	Not approved, Thank you for the text suggestion but we will stick to the original text.

		time limit for reasons other than force majeure. The notice of default will be given in writing, and the defaulting Party will be given a reasonable period of time in which to discharge its obligations. This is a strict deadline. The defaulting Party is in default if it fails to discharge its obligations by the deadline set.	however, if it is clear that unless there is no prospect whatsoever of it discharging the obligations in question within the stipulated time limit for reasons of other than force majeure. The notice of default will be given in writing, and the defaulting Party will be given a reasonable period of time in which to discharge its obligations. This is a strict deadline. The defaulting Party is in default if it fails to discharge its obligations by the deadline set.	
5	ARVODI Clause: 21.3	Original Wording: Unless agreed otherwise, a Party that imputably fails to discharge its obligations is liable to the other Party for any damage incurred by the other Party, on the understanding that liability is limited to the following amounts: - 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; - for Contracts whose total value is greater than €150,000 but less than or equal to €500,000: €1,500,000 per event and	Proposed Revision: Unless agreed otherwise, a Party that imputably fails to discharge its obligations is liable to the other Party for any damage incurred by the other Party, on the understanding that liability is limited to the following amounts: – 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;	Not approved.

		€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; b. in the event of 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.	– 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; – 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 or breach of statutory duty of such Party; b. in the event of intent or gross negligence on the part of the other Party, the Contractor's Staff or the Contracting Authority's Staff Not used; c. in the event of a breach of intellectual property rights as	
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			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.	
6	ARVODI Clause: 21.7 (new)	Original Wording: • N/A – New Provision	Proposed Revision: • Notwithstanding any provision to the contrary in the Contract, neither Party shall be liable to the other Party for any indirect or consequential loss, including loss of profit, contracts, goodwill, business opportunity or anticipated saving, even if such losses were known or within the Parties contemplation.	Not approved, Under the Civil Code, parties are in principle liable without limitation for damage they cause. In the ARVODI-2018, it was nevertheless decided to limit liability in a balanced manner, as is evident from the scale in article 21.3. Given the nature and scope of this assignment, the Client sees no reason to limit liability even further.
7	ARVODI Clause: 24.7	Original Wording: • The Contractor indemnifies the Contracting Authority against all claims brought by third parties in respect of any breach of their intellectual property rights, including equivalent claims relating to knowledge, unlawful competition and suchlike. 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.	Proposed Revision: • The Contractor indemnifies the Contracting Authority against all claims brought by third parties in respect of any breach of their intellectual property rights by the Contractor in its performance of the Services or the Contracting Authorities use of the deliverables/outputs for the use for which they were provided, including equivalent claims relating to knowledge, unlawful competition and	Not approved.

			suchlike. 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.	
8	ARVODI – 24.1	Please confirm that background Intellectual Property will be retained by the original copyright owner.		Agreed, also see article 24.3 ARVODI 2018.
9	ARVODI – 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.		Not agreed, when the contract will be cancelled, all performances are reversed. This also includes previous payments.
10	ARVODI – 21.3c	Please could you confirm that 21.3 c only applies to knowing breaches of intellectual property rights?		Not agreed, the contracting party cannot prove knowing breaches of intellectual property rights.
11	ARVODI – 20.1	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 5-1 Clauses 4 and 5.		Not agreed, Article 16 of the ARVODI applies. If it is extra work then it is additional work.
12	ARVODI – 6.2	Please confirm that this is subject to the Contracting Authority acting 'reasonably'.		Agreed, but this also applies for the contractor.
13	ARVODI – 4.5	Please define the performance criteria judged prior to payment being released.		See article 1 of annex 5 – I public service agreement.

14	ARVODI – 4.1 and 4.2	Please clarify that Contracting Authority will make these decisions and send notification within a 'reasonable' timeframe.		Agreed.
15	ARVODI – 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.		Under article 3, the Contractor guarantees that the Services provided by it or on its behalf meet the requirements laid down in the Contract and will be performed in a professional manner. It is important to note here that any failure to fulfil this guarantee automatically constitutes an attributable failure and hence automatically creates an obligation to pay damages.

End of Memorandum of Information