



Memorandum of Information European tender 'Benthic Survey of the Doordewind Wind Farm Zone' (closing date: 24 August 2026, 12:00 CEST)

Date: 22 September 2026

In this Memorandum of Information, the Contracting Authority provides answers to the questions asked and remarks posted in the context of the above-mentioned European tender. This Memorandum of Information forms an integral part of the Tender Document (with IUC-reference 202512042).

Tender Clarifications and Notices

1. The Tendering Authority takes this opportunity to clarify the calculation of the award criteria relating to prices/rates under paragraph 5.3 in the Tender Document:

The correct formula for calculating the price score is:

$$20 - 20 \times (P - 350,000) / (700,000 - 350,000)$$

For the purpose of this calculation, **EUR 350,000 is the minimum price and EUR 700,000 is the maximum price.** This virtual total price, is referred to as 'P'.

2. The Tendering Authority takes this opportunity to inform Tenderers that Annex 4 has been amended.

The amended version of **Annex 4** will be re-uploaded to the TenderNed. Tenderers are requested to use the amended version when preparing and submitting their tender. See folder **named revised documents** in TenderNed.

3. The Tendering Authority takes this opportunity to inform Tenderers that the tender planning has been amended.

The revised tender planning is available in TenderNed. Tenderers are requested to take the revised planning into account when preparing and submitting their tender.

4. The Tendering Authority takes this opportunity to inform Tenderers that the appendices to Annex 5 – Section VI: Quality Requirements & Administrative Instructions were inadvertently omitted.

The missing appendices will be uploaded to TenderNed. Tenderers are requested to take these appendices into account when preparing and submitting their tender. See folder named **revised documents** in TenderNed.

Question	Chapter/ Section / Annex from the tender document	Question	Answer
1.	Videosurvey	Is een videosurvey verplicht of is het ook mogelijk met photogrammetry een vlakdekkende kaart te maken? Hierop kan ook benthos analyse toegepast worden in voldoende detail.	A bidder can propose to use photogrammetry if it can be demonstrated, within the tender submission, that photogrammetry will provide equivalent, or better results than a video system, and it can be viewed on board.
2.	Tender Document 3.2 Requirements relating to vessel(s) and equipment	Wat is de reden dat er 24/7 ops nodig zijn? Dit geeft grotere logistieke uitdagingen voor de boten gezien er twee client reps en twee teams aan boord moeten. Is hier een zwaarwegende reden voor of mag 12/7 ook	The distance to the site is far. 12/7 would mean staying offshore. Therefore, marine crew still needs to be on 24/7 shifts. As long as the ship(s), safety, budget and timeline are all conform the requirements in the tenderdocument and relevant annexes, WORK can be allowed on a 12/7 basis as well, instead of 24/7 only.
3.	Tender Document 5.3 Award criteria relating to prices/rates (exclusive of VAT)	Als ik de formule invul kom ik bij een contract price van 350000 euro (het minimum) op een maximum te behalen puntenaantal van 14/20. De formule lijkt fout, waar 200 000 staat moet denk ik 350 000 staan.	The correct calculation for the score is: $20 - 20 * (P - 350,000) / (700,000 - 350,000)$
4.	Tender Document 3.2 Requirements relating to vessel(s) and equipment	Kan de scheepstijd apart in het financiële excel gezet worden (dayrate bijv) of dient dit perse onderverrekend te worden in bijv de samples.	This will not be amended. Vessel time must be included in the relevant pricing items in Annex 4.
5.	Tender Document 3.2 Requirements relating to vessel(s) and equipment	Mogen er RWS schepen ingezet worden in de tender?	Yes, that is permitted, provided that they comply with all requirements set out in the Tender Document, SoW, HSE requirements, and contractual terms and conditions.
6.	Annex 6 Section 2 Conditions of Contract - 30.1	30.1 Please replace sub (a) by: "in the event of third-party claims for compensation in respect of death or personal injury where such damage was caused by CONTRACTOR's negligence or breach of duty (whether statutory or	This proposal is not accepted.

		otherwise);" Please replace sub (b) entirely by: "in the event of criminal intent or Gross Negligence on the part of the CONTRACTOR (for the purpose of this clause, "Gross Negligence" means any reckless or wilful act or failure to act (whether sole, joint or concurrent) by a PARTY's Managerial or Senior Supervisory Personnel which, in addition to constituting ordinary negligence, was intended to cause, or is in reckless and utter disregard of or wanton indifference to the harmful, avoidable and obvious or foreseeable consequences arising from such act, omission or failure. "Gross Negligence" expressly excludes any negligent act, omission, error of judgment or mistake made in good faith, justifiable by specific circumstances including safeguarding of life, property or the environment and other emergency situation. "Managerial or Senior Supervisory Personnel" means (a) any director or corporate officer, or any other employee in a senior managerial role; (b) any individual who functions as such member's most senior manager or supervisor at the offshore WORKSITE, meaning in respect of CONTRACTOR the Contractor's Party Chief and the CONTRATOR REPRESENTATIVE.)" Please replace sub (c) by: "in the event of a breach of intellectual property rights caused by CONTRACTOR".	
7.	Annex 6 Section 2 Conditions of Contract - 25.4	Please replace the clause by: "The PARTIES shall keep all documents and data (howsoever stored) related to this CONTRACT free of charge for a period of five (5) years after the date of completion of the WORK, after which the material will be destroyed or - at the written request of CLIENT - made available to the CLIENT."	This proposal is not accepted.

8.	Annex 6 Section 2 Conditions of Contract - 24.8 (new)	Please insert new clause 24.8 as follows: "24.8 CONTRACTOR shall have the right to terminate the CONTRACT, or any part thereof, for failure of the CLIENT to meet its obligations under the CONTRACT (including - but not limited to - its payment obligations), provided that CONTRACTOR has sent CLIENT a notice of default and CLIENT has subsequently failed to remedy such default within a reasonable period as provided for in the notice of default ('reasonable' shall for the purpose of this clause mean at least fourteen (14) days)."	This proposal is not accepted.
9.	Annex 6 Section 2 Conditions of Contract - 24.6	In sub(C) please add at the start of the sentence the following wording: "subject to the limitations of liability included in clause 30,"	This proposal is not accepted.
10.	Annex 6 Section 2 Conditions of Contract - 24.4	Please include at the end of this clause the following wording: "Furthermore, CLIENT shall pay to CONTRACTOR the costs of demobilisation and 50% of the unperformed part of the WORK."	This proposal is not accepted.
11.	Annex 6 Section 2 Conditions of Contract - 21.1	For clarity please replace the first paragraph with: "For the purposes of this Clause the expression "Consequential Loss" shall mean (a) consequential or indirect loss under Dutch Law, and (b) loss and/or deferral of production, loss of product, loss of use (including, without limitation, loss of use or the cost of use of property, equipment, materials and services, including - without limitation - those provided by contractors or subcontractors of every tier or by third parties)", loss of revenue, loss of profit or anticipated profit (if any), and knock on costs incurred towards other Contractors, in each case whether direct or indirect and whether or not foreseeable at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT."	For the purposes of this Clause, the expression "Consequential Loss" shall mean loss and/or deferral of production, loss of revenue, profit or anticipated profit (if any) and knock on costs incurred towards other Contractors, in each case whether direct or indirect and whether or not foreseeable at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT. Other proposals are not accepted.

		In the second paragraph please replace the following wording "the CLIENT shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from the CLIENT's own Consequential Loss" with: "the CLIENT shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from the CLIENT GROUP's own Consequential Loss"	
12.	Annex 6 Section 2 Conditions of Contract - 20.1	Please replace 2nd sentence by: "All such insurances shall be placed with reputable and substantial insurers, satisfactory to the CLIENT, and shall for all insurances (including insurances provided by SUBCONTRACTORS) other than Employers' Liability Insurance/Workmen's Compensation to the extent of the liabilities assumed by the CONTRACTOR under the CONTRACT, include the CLIENT and its representatives including temporary hires, CO-VENTURERS and its and their respective AFFILIATES as additional assureds or otherwise protected on an indemnity to principals basis, provided this is allowed for under the insurance terms and provided that CLIENT has an insured interest."	This proposal is not accepted.
13.	Annex 6 Section 2 Conditions of Contract - 19.3	19.3 Please replace clause 19.3 with the following wording (as per the LOGIC standard), CLIENT should indemnify Contractor for pollution emanating from CLIENT property/vessels (clause is unreasonable and not in line with market practice). Except as provided by Clause 19.1(a), Clause 19.1(b) and Clause 19.4, the CLIENT shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from	This proposal is not accepted.

		and against any claim of whatsoever nature arising from pollution emanating from the reservoir or from the property of the CLIENT GROUP arising from, relating to or in connection with the performance or non-performance of the CONTRACT.	
14.	Annex 6 Section 2 Conditions of Contract - 19.2.D (new)	19.2 D (new) Please reinstate LOGIC wording and include following sub-clause on third party infrastructure as this risk needs to be allocated to Client (this is industry practice and this risk should not lie with the Contractor): "(d) loss of, damage to or recovery of any third-party infrastructure (including - but not limited to - oil- and gas facilities, pipelines, wind infrastructure, telecommunications infrastructure, cables, and fishing nets) and consequential losses and pollution arising therefrom where such loss, damage or recovery arises from or in connection with the performance of the CONTRACT. This Clause 19.2(d) shall apply notwithstanding Clause 19.1(c)."	This proposal is not accepted.
15.	Annex 6 Section 2 Conditions of Contract - 19.2.B	19.2-B please delete: "and in so far CONTRACTOR is not liable according to clause 19.1 (c)" Please refer to item on clause 19.1 (c) also.	This proposal is not accepted.
16.	Annex 6 Section 2 Conditions of Contract - 19.1.d	Not acceptable, the risk of damage to third party infrastructure at the offshore worksite should lie with CLIENT as is industry practice and normally included in this LOGIC template. Please delete clause 19.1(d) and please refer to item 36 below on clause 19.2 (d).	This proposal is not accepted.

17.	Annex 6 Section 2 Conditions of Contract - 19.1.c	19.1 -C Please delete the first mention of: ", CLIENT REPRESENTATIVE or other temporary hires of CLIENT" this is not an acceptable indemnity requirement and contradicts the knock for knock principle that is industry practice. CLIENT is best placed to insure the client representatives or its temporary hires for these risks and possible damages.	This proposal is not accepted, the Contractor must be responsible for the damage caused and attributable to it. This includes the damage that the Contractor causes to persons with whom it cooperates. This includes offshore client representatives or other hires of RVO. This is not damage for which the RVO should be held liable.
18.	Annex 6 Section 2 Conditions of Contract - 18.2	Please replace clause 18.2 by following new clause: "The CONTRACTOR shall obtain all licences, permits, temporary permits and authorisations required by the applicable laws, rules and regulations for its own personnel and equipment, plus any licences, permits, temporary permits and authorisations required for the WORK to the extent that these can only be legally obtained in the name of CONTRACTOR. At the reasonable request of the CONTRACTOR, the CLIENT shall - without undue delay and where reasonably possible - assist the CONTRACTOR to obtain any licence, permit, temporary permit or authorisation required in relation to the foregoing. The CLIENT shall obtain all other licences, permits, temporary permits and authorisations required by the applicable laws, rules and regulations for the performance of the WORK, save to the extent that the same can only be legally obtained by the CONTRACTOR. At the reasonable request of the CLIENT, the CONTRACTOR shall - without undue delay and where reasonably possible - assist the CLIENT to obtain any licence, permit, temporary permit or authorisation required in relation to the foregoing."	This proposal is not accepted.

19.	Annex 6 Section 2 Conditions of Contract - 17.2/17.3	There is a typo/layout error in these clauses: the last part of sub (b) applies to the whole clause so these clauses should be drafted differently (also refer to LOGIC). Please amend as follows: 17.2 Where any potential patent or registrable right in any country in the world results from: (a) developments by the CONTRACTOR GROUP which are based wholly on data, equipment, processes, substances and the like in the possession of the CONTRACTOR GROUP at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT or otherwise produced outside of the CONTRACT; or (b) enhancements of or in the existing intellectual property rights of the CONTRACTOR GROUP, such rights shall vest in the CONTRACTOR or another company within the CONTRACTOR GROUP as the case may be. 17.3 Where any potential patent or registrable right in any country in the world results from: (a) developments by the CLIENT which are based wholly on data, equipment, processes, substances and the like in the possession of the CLIENT at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT or otherwise produced outside of the CONTRACT; or (b) enhancements of or in the existing intellectual property rights of the CLIENT,	The proposal is accepted. Clauses 17.2 and 17.3 will be amended to clarify that the final part of subparagraph (b) applies to the entire respective clause. The clauses will distinguish between intellectual property rights resulting from (i) developments based on pre-existing or externally developed data, equipment, processes, substances and the like, and (ii) enhancements of existing intellectual property rights. Rights arising from such developments will vest in the CONTRACTOR or CLIENT, respectively, as applicable, in accordance with the amended wording.
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		such rights shall vest in the CLIENT and its AFFILIATES or CO-VENTURERS as the case may be.	
20.	Annex 6 Section 2 Conditions of Contract - 15.8 (new)	Please insert new clause as follows (Contractor should not be responsible for such costs, this is not under Contractor's control): "CLIENT shall fully compensate CONTRACTOR for any increased costs under the CONTRACT resulting from any change in (tax) law, which change in (tax) law comes into effect after the date of signing this CONTRACT. CONTRACTOR shall substantiate the cost increase it has incurred by providing written evidence."	This proposal is not accepted.
21.	Annex 6 Section 2 Conditions of Contract - 15.7	Please reinstate wording 15.7 as follows: "The CLIENT shall save, indemnify and hold harmless the CONTRACTOR against all levies, charges, contributions and taxes of the type referred to in this clause 15 and any interest and penalty thereon which may be assessed by any appropriate governmental authority whether of the Netherlands or elsewhere, on the CLIENT in connection with the CONTRACT and from all costs incurred in connection therewith, other than those taxes and other matters referred to above which the provisions of the clause 15 will allow CLIENT to recover from the CONTRACTOR."	This proposal is not accepted.
22.	Annex 6 Section 2 Conditions of Contract - 14.12	Please delete following phrase: "on account of the CLIENTS's failure to pay an invoice within the stipulated time limit, or" Contractor should have the right to suspend the works (or ultimately terminate the contract) if CLIENT does not pay (timely) through no default of Contractor, and fails to remedy such breach within a reasonable term.	This proposal is not accepted.

23.	Annex 6 Section 2 Conditions of Contract - 14.7	Third paragraph: Please include new sentence after first sentence as follows: "CLIENT shall provide CONTRACTOR two work days prior notice of such audit, specifying the documents it wishes to audit."	The proposal is accepted. A new sentence will be added to the third paragraph of Clause 14.7, requiring the CLIENT to provide the CONTRACTOR with two working days' prior notice of an audit and to specify the documents to be audited.
24.	Annex 6 Section 2 Conditions of Contract - 13.9 (new)	13.9 (new) please include a new clause as follows: "CONTRACTOR shall have the right to suspend the WORK or any part thereof, for failure of the CLIENT to meet its payment obligations in the CONTRACT (which is not attributable to a default of CONTRACTOR), provided that CONTRACTOR has informed CLIENT that amounts are overdue and CLIENT has failed to remedy that default within 14 days from the date of such notice of default. During such period of suspension (as a result of a default by CLIENT) CONTRACTOR shall be reimbursed at the agreed Standby rate or Suspension rate (depending on which rate is defined in Annex [3] (applicable rates) until the suspension ends by CLIENT remedying the default." Contractor should have a right to suspend if Client does not pay (through no default of Contractor).	This proposal is not accepted.
25.	Annex 6 Section 2 Conditions of Contract - 13.8	Please replace "exceeds the period stated in Section I (CONTRACT)" by "exceeds fourteen (14) days" as no period is included in Section I and the maximum period for suspension for convenience by the Client should be 14 days. Furthermore, please replace the following wording: "(...)CONTRACTOR may serve a notice on the CLIENT requiring permission within fourteen (14) days from the receipt of such notice to proceed with the WORK or that part thereof subject to suspension.If within the said fourteen (14)	Proposal not accepted, however, the first part of the proposal will read as follows: exceeds the period stated in Section I (CONTRACT)" by "exceeds fourteen (14) days" as no period is included in Section I and the maximum period for suspension for convenience by the Client should be 14 days.

		days (...) " with: "(...) CONTRACTOR may serve a notice on the CLIENT requiring permission within two (2) workdays from the receipt of such notice to proceed with the WORK or that part thereof subject to suspension. If within the said two (2) workdays (...) " CONTRACTOR cannot be expected to put vessels on standby at the site for 30 days in total, regardless of standby payments.	
26.	Annex 6 Section 2 Conditions of Contract - 13.4	Please replace following sentence: "Unless the suspension arises as a result of default on the part of the CONTRACTOR, the CONTRACTOR shall be reimbursed in accordance with the relevant provisions of Section III (Remuneration) or, in the absence of such provisions, in accordance with Clause 11." with "Unless the suspension arises as a result of default on the part of the CONTRACTOR, the CONTRACTOR shall be fully reimbursed at the agreed Standby rate or Suspension rate (depending on which rate is defined in Annex [3] (applicable rates)) for the duration of the suspension. This reimbursement will be processed in accordance with Clause 11." For clarity, correct rates should be specified here.	This proposal is not accepted.

27.	Annex 6 Section 2 Conditions of Contract - 12.7 (new)	Please insert new clause as follows, Contractor should have a right to terminate if client does not opt voor demob: "12.7 In the event the force majeure situation continues to exist for a period exceeding 14 days, both PARTIES shall have the right to terminate the CONTRACT with 2 days prior notice."	In the event the situation of force majeure exceeds 14 calendar days, both PARTIES shall have the right to terminate the CONTRACT with seven (7) calendar days prior notice.
28.	Annex 6 Section 2 Conditions of Contract - 11.1 fourth paragraph	4th paragraph This does not seem to be balanced with the provisions in the 2nd paragraph of this article, especially regarding "new information", please change as follows: delete "any new information that is brought to the notice of the CLIENT or" include after "less demanding or extensive" "and the impact on the WORK is bigger than 10% of the original scope of WORK" Please add at the end of the clause: "A downward VARIATION will be treated the same way as termination for convenience by the CLIENT of a part of the scope of WORK, and the compensation that is applicable in the event of termination for convenience (included in clause 24.4) shall apply to such downward variation for that respective part of the scope of WORK terminated."	This proposal is not accepted.
29.	Annex 6 Section 2 Conditions of Contract - 11.1 first paragraph	First paragraph: Please replace by: "The CLIENT has the right to issue instructions to the CONTRACTOR at any time to make any variations to the WORK, provided that CONTRACTOR has the right to reject	This proposal is not accepted. A larger variation of survey quantities (>10%) per Annex [4a/4b] or a larger variation (>20%) in the total lab programme value assigned, will be subject to prior approval per contractor. Variations below these percentages do not need to be discussed and accepted per the CONTRACTOR.

		such a variation if the performance of such variation is not reasonably possible within the CONTRACTOR's capacity and resources."	
30.	Annex 6 Section 2 Conditions of Contract - 10.2(e)	Please include between "a" and "time frame" in the first sentence: "reasonable" Please include at the start of the last sentence: "Subject to the limitations of liability set out in this CONTRACT,.."	The proposal is partially accepted. The addition of “ reasonable ” in the first sentence of Clause 10.2(e), to refer to a reasonable time frame, is accepted. The proposed addition to the final sentence concerning the limitations of liability set out in the Contract is not accepted.
31.	Annex 6 Section 2 Conditions of Contract - 10.2(d)	Please correct the numbering of this clause, the second sub (C) should be sub (D). Please include at the start of this clause: "Subject always to CONTRACTOR's right to get a reasonable opportunity to rectify defects and/or non-compliances, " and add after "The CLIENT" in the first sentence: "acting reasonably" Please include at the start of the last sentence: "Subject to the limitations of liability set out in this CONTRACT,.."	This proposal is not accepted.
32.	Annex 6 Section 2 Conditions of Contract - 10.2(b)	Please add at the end of this clause: "The CONTRACTOR's liability to reacquire data or samples shall cease immediately upon the signing of the relevant vessel's offshore completion certificate by the CLIENT or CLIENT OFFSHORE REPRESENTATIVE. Following the signing of the offshore completion certificate, the CONTRACTOR's liability to rectify defects will be limited to onshore remedying of defects only (re-analysis of data and re-issuing of reports)." Client has always accepted this in its contracts with	This proposal is not accepted.

		contractor (it is a reasonable request considering the costs of re-mobilising a vessel)	
33.	Annex 6 Section 2 Conditions of Contract - 8.1(a)	Please replace by the following wording (Contractor should be able to perform its customer checks as part of its internal governance policies, this is reasonable to ask): "The CLIENT shall not assign the CONTRACT nor any part of it or any benefit or interest in or under it without the prior approval of the CONTRACTOR, which shall not unreasonably be withheld or delayed."	The proposal is accepted, provided that the CONTRACTOR continues to comply with all of its obligations under the CONTRACT. Clause 8.1(a) will be amended to require the CLIENT to obtain the CONTRACTOR's prior approval for any assignment of the CONTRACT, which approval shall not be unreasonably withheld or delayed.
34.	Annex 6 Section 2 Conditions of Contract - 4.9	Please include at the end: (...), for the cost and account of CLIENT.	This proposal is not accepted.
35.	Annex 6 Section 2 of Conditions of Contract - 4.8	Please include at the end of this clause the following wording (contractor should only be liable for removal if there is an obligation by law to remove or if so instructed by the authorities, provided that it cannot accept responsibility for the (costs of) removal of any debris lost below seabed): ", provided that such removal is required by the local laws or if so instructed by the local or national authorities. Notwithstanding the foregoing, in no event shall the CONTRACTOR be liable for the location, recovery or removal of any debris, wreck or lost equipment lost below the seabed. However, the CONTRACTOR shall provide the COMPANY with whatever information is available on the location, or last known location, of such equipment. Should local or national regulations require removal of such equipment, or parts thereof, then the CLIENT shall be responsible for all associated activities."	Proposal not accepted, however the following text will be included at the end of clause 4.8 : "In no event shall the CONTRACTOR be liable for the location, recovery or removal of any geotechnical or environmental sampling or testing equipment, or parts thereof, used for the WORK, such as drill pipe, cones, rods, leads and barrels, that the CONTRACTOR loses or abandons due to it becoming stuck, or otherwise lost, below 0.5 meter of the seabed during ground penetration, sampling or testing operations. However, the CONTRACTOR shall provide the CLIENT with whatever information is available on the location, or last known location, of such equipment."
36.	Annex 6 Section 2 of Conditions of Contract - 4.6	Please add at the end of this clause the following wording: "CONTRACTOR shall not be responsible for delays incurred	This proposal is not accepted.

		due to providing such reasonable access to CLIENT or CLIENT's other contractors. In such case, the CONTRACTOR shall be entitled to an extension of the KEY DATES subject to the submission of its claim in accordance with Clause 11."	
37.	Annex 6 Section 2 of Conditions of Contract -1.4	Please add following definition in this clause (mirroring definition of CONTRACTOR GROUP in 1.9)> "CLIENT GROUP" means the CLIENT, its subcontractors of any tier, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel).	This proposal is not accepted.
38.	Annex 6 Section 1 Draft Contract - 6.7	Please delete the penalty for breach of confidentiality (clause 22.5 CoC), this is not reasonable.	This proposal is not accepted.
39.	Annex 6 Section 1 Draft Contract - 6.1	Please amend Defects Liability Period to one (1) year (from completion), which is standard and reasonable. Any defects should be notified on time.	This proposal is not accepted.
40.	Annex 6 Section 1 Draft Contract - 1.1	Please correct the reference to Section III as there are no part a and b in this contract (for clarity) 3. the following sections: (III) Remuneration (II) Conditions of Contract (...)	This will be amended in the final contract.
41.	SoW 2.6.1 Macrofauna	In the SoW it says for the macrofauna analysis, biomass where appropriate, can you confirm if biomass is needed as this will impact on the analysis cost?	Biomass is required for each faunal sample. Biomass should be to taxa wherever possible. This should then be reported at taxa and major group level. "Where appropriate" was noted as it is not possible to biomass all organisms.
42.	SoW 1.7 Planning of the Benthic Survey	Can you confirm if we still need a letter from the labs about availability even if the work will be undertaken inhouse at our own labs?	The letter is still required at in-house laboratories.
43.	1.3 Objective of Benthic Survey	Please can you provide the desktop study on reef detection that this survey is collecting data to validate?	The publication of the study will take place this or next week on our website (offshorewind.rvo.nl).

44.	Annex 5 Section 3 - Remuneration	Please replace the first part of this clause by the following wording (a cap of 10% is too high) "5.2 Applicability mala and liquidated damages (LDs) 5.2.1 Data delivery and reporting Mala and LDs may be charged by the CLIENT if the CONTRACTOR is not able to complete or provide the key milestone deliverables before the ultimate date. The Contracting Authority will charge an LD of 0,1% 0.2% of the CONTRACT PRICE for each calendar day that the CONTRACTOR fails to meet the key milestone. The combined mala will be capped at a maximum of five percent (5%) 10% of the CONTRACT PRICE for all combined mala for the key milestone." (...)	This proposal is not accepted.
45.	Annex 6 Section 2 Conditions of Contract - 42(f) new	Please include the following NEW clause (contractor should not be penalised for delays caused by circumstances outwith its control): "Notwithstanding any other Clause in this CONTRACT, CONTRACTOR shall not be liable for - and shall receive an extension of time (in accordance with clause 11) for - any delays caused by: (i) any act or omission of CLIENT GROUP; (ii) third parties (including - but not limited to - fishing activities); (iii) the authorities (including - but not limited to - permitting delays); (iv) WEATHER DOWNTIME; (v) a Force Majeure-event or other unforeseen circumstances; or	This proposal is not accepted.

		(vi) GPS-jamming or loss of signal. In such event the extension of time shall reflect the duration of the delay, and the key dates shall be adjusted accordingly. Except for sub (iv) (weather downtime), the agreed standby date shall be paid for the full duration of the delay. For the purpose of this clause, "WEATHER DOWNTIME" means any day CONTRACTOR is unable to perform the offshore part of the WORK (including MOBILISATION) as result of weather conditions (including -but not limited to - currents, wind speed, waves, tides, etc.) that are in excess of the Weather Limits of the CONTRACTOR's vessel and/or equipment as set out in Annex [XXX] or in the event that the Vessel Master has determined that is unsafe to operate in the conditions. For the avoidance of doubt, the safety of the vessels and equipment used for the performance of the WORK is always at the discretion of the vessel's master. For the purpose of this clause "GPS-jamming or loss of signal" shall mean the impact of atmospheric disturbance, interference to signal transmissions, interruption to or non-performance of or anomalies with the Global Positioning System, Galileo, GLONASS, BeiDou or other global navigation, positioning and timing satellite systems on the WORK, for whatever reason."	
46.	Annex 6 Section 2 Conditions of Contract - 42(b) ii	Please delete "(ii) the right to be compensated for damages", this is not in line with the principle that any LD's applied for a delay shall be Contractor's sole and exclusive remedy for such delay. and please include at the end of sub (b): "Any Liquidated damages applied by the CLIENT for a delay shall be CLIENT's sole and exclusive financial remedy for such delay."	This proposal is not accepted.

		Please note this is in line with page 9 of Section III> "The mala shall be the sole and exclusive financial remedy of the Contracting Authority in respect of such failure."	
47.	Annex 6 Section 2 Conditions of Contract - 42(a)	Please replace by: "If, other than through Force Majeure, the CONTRACTOR is permanently unable to perform the WORK as agreed or it is certain that CONTRACTOR will not be able to achieve the COMPLETION DATE within the relevant dates as set out in Section [X] (taking into account any extensions of time provided in accordance with this CONTRACT and any variations issued under Clause 11), then the Liquidated Damages will be immediately payable in full taking into account the cap specified in Clause 42 (e) and CLIENT shall be entitled to terminate the CONTRACT under Clause 24.1(b)."	This proposal is not accepted.
48.	Annex 6 Section 2 Conditions of Contract - 40	Please include at the end: "Notwithstanding the foregoing or any other clause of CONTRACT, breakdown of any vessel or equipment utilised by CONTRACTOR in performance of the WORK shall not constitute a breach of CONTRACT and CLIENT's remedy in respect thereof shall be limited to suspension of CONTRACTOR's relevant hire charges at the point that no productive work is being performed by the CONTRACTOR, provided always that the CONTRACTOR shall be allowed two (2) hours maintenance allowance per day for maintenance and repair of its vessel and equipment, which if unused may be accrued for use at a later date up to a cumulative total of twelve (12) hours, during which time unit rates shall continue to apply."	This proposal is not accepted.

49.	Annex 6 Section 2 Conditions of Contract - 34	Please delete "or where such wreck or debris is interfering with CLIENT operations, or is a hazard to fishing or navigation." Please include at the end of this clause: "Notwithstanding the foregoing and regardless of any local laws, CONTRACTOR shall not be liable to remove any wreck, debris or lost equipment below the seabed. The removal of any wreck, debris or lost equipment below the seabed shall be for the sole account and responsibility of CLIENT."	This proposal is not accepted.
50.	Annex 6 Section 2 Conditions of Contract - 30.2	Limitation period not defined in contract, please include limitation period here as follows: "The CONTRACTOR's liability under the CONTRACT shall cease two years after the moment of completion of the WORK."	Clause 30.2 is deleted from this Conditions of Contract and will not be added again. The Dutch law is applicable instead. In Dutch law the limitation periods described are for specific situations.
51.	Annex 6 Section 2 Conditions of Contract - 30.1 A and B	Not acceptable, please replace 30.1 (a) and (b) (first part of clause) by: "30.1 Limitations of Liability (a) Limitation of Liability before the date of completion of the WORK: The CONTRACTOR's total cumulative liability to the CLIENT including any liability arising as a result of suspension under Clause 13 and/or termination under Clause 24, arising out of or related to the performance of the CONTRACT shall be limited to 100% of the total CONTRACT PRICE. (b) Limitation of Liability after the date of completion of the WORK: After the date of completion of the WORK, the CONTRACTOR's total cumulative liability to the CLIENT arising out of or related to the performance of the CONTRACT shall be limited to 100% of the total CONTRACT PRICE.	This proposal is not accepted.

		The total aggregate liability for 30.1(a) and 30.1(b) combined is limited to 125% of the total CONTRACT PRICE." There is no amount provided in section 1 and three times the contract price is not acceptable and not proportional (risk-reward ratio).	
52.	Annex 6 Section 2 Conditions of Contract - 24.3(c)	Please add between "to the extent" and "desired by the CLIENT" the following wording: "possible and"	This proposal is not accepted.
53.	Annex 6 Section 2 Conditions of Contract - 22.4	Please delete following phrase: "For the purposes of this Clause, "third parties" also refers to parties with an own legal entity, with whom the CONTRACTOR has a group relationship." CONTRACTOR should be able to share with affiliates as there are other entites involved in the contract execution (CI will only be shared on a need to know basis of course).	This proposal is not accepted.
54.	Annex 6 Section 2 Conditions of Contract - 17.9 and 17.10	Please replace third sentence of clause 17.9 by the following sentence: In pursuance of the CONTRACT, the CONTRACTOR assigns such intellectual property rights to the CLIENT upon payment by CLIENT for that respective part of the WORK. In 17.10 please add after 'non-exclusive' the following word: "; non-transferable" and please replace "right of use for an indefinite period." with: "right of use to the extent necessary to use the results of the WORK"	This proposal is not accepted.
55.	Annex 6 Section 2 Conditions of Contract - 12.6	Please add at the end of the first sentence: "subject to vessel and resource availability."	This proposal is not accepted.

		Please replace: "shall be reimbursed from the day that the situation of force majeure exceeds 7 days in accordance with the applicable rates until the force majeure situation ends." with: "shall be reimbursed from the first day of force majeure at 100% of the agreed Standby rate or Suspension rate (depending on which rate is defined in Annex [4]) applicable rates) until the day the force majeure event ends. If CLIENT does agree with the demobilization, CONTRACTOR shall be compensated for demobilisation and any subsequent remobilisation and demobilisation at the agreed rates in the CONTRACT." Contractor should be compensated from the first day of force majeure.	
56.	Annex 6 Section 2 Conditions of Contract - 12.2(d)	Please replace first sentence by the following wording: "For the purposes of this CONTRACT, force majeure shall include - but not be limited to - :" Sub (D): Please include between "explosion" and "and/or": ", named storms, hurricanes" Sub (h): Please add (NEW) sub (h): "(h) Any other unforeseen governmental or local restrictions (including any new sanctions) that have an impact on the WORK. "	The proposal is partially accepted. The proposed addition of “hurricanes” to subparagraph (d) of Clause 12.2 is accepted. The other proposed amendments, including the revised introductory wording and the addition of named storms and a new subparagraph (h) concerning unforeseen governmental or local restrictions, are not accepted.

57.	Annex 6 Section 2 Conditions of Contract - 11.1 second paragraph	2nd paragraph please delete: "Additional work or new information which the CONTRACTOR could have foreseen when the CONTRACT was signed shall not entitle CONTRACTOR to an upward VARIATION."	This proposal is not accepted.
58.	Annex 6 Section 2 Conditions of Contract - 10.2(a)	Please delete following wording as the term 'defects' is not defined in the contract (or define defects as a "non-conformity with the contract"): ", and that the WORK will be free from defects."	This proposal is not accepted.
59.	Annex 6 Section 1 Draft Contract - 6.4	Please specify the insurance limits, contractor needs to be able to verify if it can comply.	Insurance by the CONTRACTOR: employers liability is 3,000,000 euro, general third party is 3,000,000 euro, marine hull and machinery insurance is as per vessel market value and conditions as per the institute time clauses or similar conditions and protection and indemnity insurance is 3,000,000 euro.
60.	SoW 2.3 Mobilisation	Sample numbers are listed as a minimum and SoW states contractor shall include sufficient consumables to allow for any foreseeable events. Can you give an indication of extra stations that consumables might be needed for i.e. an extra 10 or an extra 100?	The location plan will be provided by the Contracting Authority at start of the Contract. We do not foresee additional sample stations, but we cannot give an indication of the exact amount of additional stations.
61.	SOW	Have we assumed correctly that the sediment and water sampling positions are clustered: i.e. that the offshore part of the SOW includes 40 locations to be investigated with retrieval of both sediment samples and water samples and in part combined with video transects (15 positions)?	Yes, that is correct
62.	Offshore Transport (III) Clause 5.2	Please broaden clause 5.2 as it is currently restricted to medi-vac services? We would consider any offshore transport as being provided upon instruction of CLIENT or its CLIENT OFFSHORE REPRESENTATIVE being an entitlement for recovery of costs and extension of time. "CONTRACTOR shall be entitled to recover from the CLIENT all costs and extension of time incurred in connection with	This proposal is accepted. Clause 5.2 will be amended to broaden its scope to include any offshore transport or other services provided upon specific instruction of the CLIENT or the CLIENT OFFSHORE REPRESENTATIVE. The CONTRACTOR shall be entitled to recover the associated costs and any resulting extension of time.

		medi-vac services or other services upon specific request from CLIENT provided in relation to the CLIENT OFFSHORE REPRESENTATIVE specifically."	
63.	CoC Standby Additional Clause	The Contractor is willing to assume responsibility for the aspects they can control. However, is it possible to include a mechanism for Standby Situations outside the Contractor's control (other than what is stipulated for waiting on weather)? This mechanism will provide protection against obstructions (e.g. fisheries) and other occurrences beyond the Contractor's control. CoC Clause 6.1 should also be subject to this mechanism if Contractor cannot reasonably have know about the circumstances.	This proposal is not accepted. Other standby situations are covered in Annex 5 section II Conditions of Contract.
64.	Fuel Correction (III) Remuneration (III) Contract Clause 3.4	Please set the threshold in the Fuel Correction mechanism at 10%? This request to better balance the risk sharing for given uncertainties.	This proposal is not accepted.
65.	Limitation of Liability (II) CoC Clause 30	For clarity please insert the causation if caused by the CONTRACTOR" for exclusion of liability limitation for third-party claims (point a).	This proposal is not accepted.
66.	Limitation of Liability (II) CoC Clause 30	Can you please confirm limit of liability is set to one time (100%) the contract price as we read the reference to CONTRACT PRICE as specified in Annex 6 - Section III – Remuneration is a sufficient specification of CONTRACT PRICE as referred to in CoC Clause 30?	Yes, this is correct.
67.	Limitation of Liability (II) CoC Clause 30	Please remove "[...] limitations [...] shall not apply to [...] any indemnity given by the CONTRACTOR under the CONTRACT" as this is a substantial carve-out of the cap mechanism effectively nullifying the limitation for the Contractor.	This proposal is not accepted.
68.	Termination for Convenience (II) CoC Clause 24.4	The contractor wants to avoid being confronted at the last minute with mobilised vessels, equipment and personnel becoming idle and incurring costs, with no possibility of allocating them to another project. The contractor is asking for an Early Termination Fee of 30% of the contract value if	We cannot agree to a fixed Early Termination Fee of 30% of the Contract Price. In the event of termination for convenience, the CONTRACTOR shall be entitled to payment for WORK properly performed up to the effective date of termination and reasonable, demonstrable and unavoidable costs directly resulting from the termination.

		the client decides to terminate all or any part of the contract for convenience.	
69.	Suspension (II) CoC Clause 13.6	Any resumption of work following a suspension for convenience should be subject to vessel and resource availability. Can wording be adjusted accordingly?	This proposal is accepted. Clause 13.6 will be amended to read as follows: “The CLIENT may, by further notice, instruct the CONTRACTOR to resume the WORK to the extent specified, subject to vessel and resource availability.”
70.	Suspension (II) CoC Clause 13.4	Clause 13.4 refers to Clause 11. However a mechanism where Client can unilaterally call for suspension but any compensation would be subject to an agreement of a VO is very difficult. Client to clarify whether in case of such suspension the following costs will be covered: (a) any work performed to secure and protect the Work or part thereof; (b) any demobilization costs related to abandonment of the Work; (c) any standby time, whilst awaiting instructions; (d) any subsequent mobilization costs for resumption of Work.	The additional costs to be covered will depend on the specific circumstances and will be addressed in the relevant Variation Order, taking into account what is contractually required and reasonable in the circumstances.
71.	Force Majeure (I) CoC Clause 12.6	Please consider standby payment or similar if vessel remains on site during the first 7 days of Force Majeure.	This proposal is not accepted.
72.	Variation by Client (II) CoC Clause 11.1	Please make the right to issue instructions subject to capability of Contractor and availability of resources. Preferred would be a mechanism that requires agreement on Time, Scope and Price impact before being forced into execution of the Variation.	See the answer to question 70.
73.	Defects Correction (II) CoC Clause 10.2 (c) (c)	The Contractor wants to ask if it is possible to incorporate the principle that Contractor is always given the opportunity to rectify any defects itself before the Client considers to self-perform or engaging a third party. This is important due to the potential impact on project timelines (and consequently, liquidated damages) as well as the associated costs.	This proposal is not accepted.
74.	Defects Correction (II) CoC Clause 10.2 (b)	Please insert some wording that reflects that the CONTRACTOR's liability to reacquire data shall cease immediately upon the relevant vessel's offshore completion certificate has been signed by the CLIENT or CLIENT	This proposal is not accepted.

		OFFSHORE REPRESENTATIVE. Following signing of the offshore completion certificate, the CONTRACTOR's liability to rectify defects will be limited to the re-analysis of data and re-issuing of reports, except if the defect is of such extent that it renders the WORK substantially unusable for the CLIENT or if the data or samples are lost due to the CONTRACTOR's negligence.	
75.	Defects Liability Period (I) Contract Clause 6.1 (II) CoC Clause 10.2 (b)	Deliverables are maritime data of a specific moment in time, a practical period should be in place: Can the defects liability period be limited to a period of 12 months, commencing at the agreed date at which the Work or the relevant part of the Work was completed?	This proposal is not accepted.
76.	BOQ	Line 89 refers to annex 6 concerning key dates. Can you please confirm annex 5 is meant in this reference?	This is indeed Annex 5.
77.	Tender Document-BOQ	3.4.1 states "Prices higher than the maximum prices stated in Section 2.3 of this document will be set aside by the Contracting Authority and the Tender will consequently not qualify for award of the Contract.". It is noted that there is no maximum price indicated in section 2.3 only an estimated price. Section 5.3 award criteria defines in the assessment aspects a value of 700.000 euro as exclusion criterium, yet does not state this is a maximum price. In the BOQ defines in line 78 a maximum price, yet is set on 800.000 euro. This is all a bit confusing and it is appreciated if you can inform which price will prevail as maximum price?	700,000EU excl. VAT is the maximum price. The minimum price is set at 350,000EU. Please refer to Question 3 for the right formula.
78.	Tender Document	3.3 Can you please explain how client sees the requirement to have acquired before tender submission: For offshore personnel: Have (medical) certificates valid for the duration of the offshore WORK, to perform work in the Dutch North	The Tenderer should have all required valid certificates at time of submission of the Tender. If any of these certificates will expire during the execution of the project, the Tenderer should make sure that they are renewed before the start of the offshore works.

		Sea, including as a minimum BOSIET (Basic Offshore Safety Induction and Emergency Training) or equivalent? Our teams hold valid training certificates as requested, however refreshing of these certificates and associated training are based on a periodic regularity rather than a project specific approach. Team members we propose may at tender submission not hold a valid certificate for the duration of the project when certificate ceases f.i. in June 2027. Is it expected that contractor ahead of any award invests in refreshers to comply with this requirement?	
79.	Tender Document	1.2 states that the desk-top study results are expected July 2026. If your expectations have been fulfilled, can you please provide the results of the DTS as part of this tender?	See the answer to question 43.
80.	Annex 2: Reference contracts	Can you please inform on party that is intended to sign in function of "referee". If this refers to the client for whom these services have been executed, can we alternatively for document signature provide a client signed declaration of good performance as attachement?	The referee refers indeed to the client for whom the Work has been executed. The signature can be replaced by a signed declaration of good performance as long as it is attached in the appropriate filled in Annex.
81.	SOW	How many macrofauna replicates are required and macrofauna biomass by taxa or major group required?	One macrofaunal replicate per sample station. Biomass is required per faunal sample. Biomass should be to taxa wherever possible. This should then be reported at taxa and major group level.
82.	SOW	The SoW requires 15 of the 40 sampling locations to have DDV to investigate the seabed. However, the scope also states that visual inspection results for each sampling location will be reviewed prior to deployment to confirm the suitability of the seabed for sampling. Could you please clarify whether the 15 of the 40 DDV surveys are to be undertaken as transects, with the remaining locations covered by single-point DDV over the sampling location (i.e. without a transect)? If so, are these single-point DDVs also intended to form part of the habitat assessment?	This was indeed not clear. For 15 of the 40 locations, visual inspection is required prior to seabed sample deployment. The method for visual inspection is to be proposed by the Tenderer, in accordance with the requirements set out in Annex 5 Section IV Scope of Work. For the other locations, no visual inspection is required.

83.	General	What review/approval timeline should we anticipate before concerning all required documents, like PEP etc.?	Timelines for approval of documents prior to mobilisation are outlined in Annex 4 Cycle time and Prices.
84.	Financial	In Tender doc (section 5.3) k€700,- is set as max tarif, in Annex 4 the max is set on k€800,-: what should we focus on? And how does it affect the “P” factor?	See the answers to questions 3 and 77.
85.	Site lay out	What kind of platform is in use within the IA? Keep 500 m safetyzone?	The presence and operation of platforms is public information (e.g. NLOG). Indeed a 500 m safety zone should be maintained.
86.	DDW Benthos Tender document F	5.2 Quality criteria Question: HSE, QAMP and PEP documents are expected before the contract is awarded. This requires excessive work before the contractor knows whether they will actually perform the work. What does the client expect from the tenderers on the level of these documents?	Award criteria are set out in the Tender document section 5.2.1. The content of the documents are described in the respective annexes and requirements. If specific details can only be provided at a later stage of the Contract, please highlight this in the document.
87.	DDW Benthos Annex 4 Cycle times and prices	What is the reasoning behind the posts in \$2? We would propose the following posts: vessel costs, equipment costs benthic sampling, equipment costs eDNA, equipment costs visual inspections, personnel costs.	This proposal is not accepted.
88.	DDW Benthos Annex 4 Cycle times and prices	Could you please add posts for fieldwork preparation, communication with client, required document preparation (HSE, PQP, PEP) etc?	This proposal is not accepted.
89.	Annex 5 section V: HSE	2.2 HSE Management plan Can the project-specific HSE Management Plan reference existing company HSE procedures, or do all procedures need to be reproduced within the project documentation?	Existing company HSE procedures can be used, please include the relevant HSE sections in the document.
90.	Annex 5 section V: HSE	3.1.1 Certificates, rules & regulations (p7) Will an HSE Management System that follows the principles of ISO 45001, but is not formally certified, be accepted? And is formal implementation of the ISRS required, or is it sufficient to demonstrate that the WE HSE Management System addresses the relevant ISRS processes?	If an HSE system is not formally certified, the Tenderer should demonstrate that their HSE system is sufficiently compliant with the principles of ISO 45001. It is also accepted if a subcontractor complies with the ISO standard. The same holds for the ISRS processes.
91.	Annex 5 section V: HSE	Can we use our own HIRA/Risk Register format and risk matrix, provided all required information is included?	This proposal is accepted.

92.	Annex 5 section V: HSE	3.1 Requirements to vessels, crew and equipment Where vessel procedures already exist (e.g. Permit to Work, emergency drills, inductions and transfer procedures), can the project HSE Management Plan reference these, or are separate project-specific procedures expected?	If these procedures can be applied in the current campaign, they can be used as long as they follow the requirements set in the Tender Document and Annex 5 Section V.
93.	Annex 5 section V: HSE	3.2 Organisation, roles and responsibilities Does the client have specific notification and reporting requirements (including timeframes) for incidents, near misses etc., or should our own reporting procedure be applied?	The Tenderer may propose their own reporting procedure, as long as it is compliant with the requirements set out in the Tender Documents, specifically Annex 5 Section V HSE.
94.	Annex 5 - Section VI : Quality requirements & Administrative instructions	No appendices seem to be present.	The appendices were inadvertently omitted. They are hereby included and will be uploaded to TenderNed.
95.	Annex 5 - Section IV: Scope of Work Benthic Survey	1.9 TNO reef detection study report of DDW WFZ: Q: when will this report be available and do you expect major impacts on locations of measuring points?	See the answer to question 43. No major impacts are expected, as no reef structures are found.
96.	Annex 5 - Section IV: Scope of Work Benthic Survey	2.2.1. geophysical datasets (e.g. Multibeam Echo Sounder (MBES), SSS (Side-Scan Sonar) and Magnetometer (MAG)) and outputs from previous studies, including the TNO reef detection study, to support sampling design and safe execution of the WORK: Q: Are these data covering the whole of the IA or just parts of it, in case last, are contractors responsible for collecting additional data?	These data cover the entire DDW WFZ. No additional geophysical data collection is required.
97.	Annex 5 - Section IV: Scope of Work Benthic Survey	2.2.3 Unexploded Ordnance Risk Assessment and Mitigation Measures Could the client already share all available information on UXO with the tenderers?	All available information (also regarding UXO) can be found on our website: https://offshorewind.rvo.nl/page/view/65dfbc97-a2b9-40f8-9de8-d7eb5c5fa1a6/soil-doordewind .

98.	Annex 5 - Section IV: Scope of Work Benthic Survey	2.2.3 Unexploded Ordnance Risk Assessment and Mitigation Measures These evaluations take time, and these procedures should already have started to guarantee a finished assessment before mobilisation. We know that the client has previous experience, and would like to know why the client has decided to outsource this work to the tenderers.	RVO has decided to outsource the work to the Contractor, because the responsibility of offshore health and safety lies with them. However, please note that as input for this assessment, geophysical data (incl. MAG) is available, as well as a UXO desktop study.
99.	Annex 5 - Section IV: Scope of Work Benthic Survey	2.5.1. All these locations shall be selected by the CONTRACTING AUTHORITY to ensure representative spatial coverage and reflect the range of habitats and sediment types present. Selection shall be informed by MBES/SSS-derived sediment patterns and habitat variability, supporting robust interpretation of species presence across the IA. Q: Can the client provide these locations during the tender process?	The locations will be provided at the start of the Contract.
100.	Annex 5 - Section IV: Scope of Work Benthic Survey	2.5.2 Visual Seabed Survey: Observations of notable seabed features, fauna, anthropogenic debris or obstructions are logged in real time where practicable; Q: Do client expect the collected images to be analysed in detail onshore with focus on (mobile) benthic organisms and other remarkable features?	A record of observations from the video footage is required, in real time and/or subsequent observation of the video footage, to record notable seabed features (such as changes in habitat), fauna (including mobile species), anthropogenic debris or obstructions.
101.	Annex 5 - Section IV: Scope of Work Benthic Survey	This question refers to both 2.5.1 and 2.5.3: 2.5.1. states: 40 seabed sampling locations shall be investigated within the WFZ. On 15 of these locations shall be surveyed using drop-down video or ROV prior to undertaking grab or box core sampling. 2.5.3. states: At each sampling station, visual inspection results (drop-video or ROV) shall be reviewed prior to deployment to confirm suitability of the seabed for sampling. Q: How many visual inspections are planned? Every station	See the answer to question 82.

		or at 15 stations? Or is there a difference between the visual inspections you foresee?	
102.	Annex 5 - Section IV: Scope of Work Benthic Survey	This question refers to both 2.5.1 and 2.5.3: 2.5.1. states: 40 seabed sampling locations shall be investigated within the WFZ. On 15 of these locations shall be surveyed using drop-down video or ROV prior to undertaking grab or box core sampling. 2.5.3. states: At each sampling station, visual inspection results (drop-video or ROV) shall be reviewed prior to deployment to confirm suitability of the seabed for sampling. Q: Are analyses on video inspections foreseen? Or does the client only want to receive the videos? If yes, please specify and add a post in Annex 4 (part 3 Lab testing).	Yes, analysis of the visual inspection is also required, see answer to question 100. This will be included in Annex 4 Cycle times and Prices.
103.	Annex 5 - Section IV: Scope of Work Benthic Survey	2.5.3 Sediment Sampling proposed deviations or additions shall be clearly described and agreed with the CLIENT as part of the PEP, which is to be supplied at least 28 days prior to mobilisation. This shall be included as part of the PEP, which is to be supplied at least 35 days prior to mobilisation (p18). Q: how many days prior to mobilisation do you expect the PEP?	35 days prior to mobilisation (timelines can also be found in Annex 4 Cycle times and Prices).
104.	Annex 5 - Section IV: Scope of Work Benthic Survey	2.7.1 Daily reports shall be submitted to the CLIENT within 24 hours of the reporting period. The formatting of the daily progress report is specified in Annex [5] Section VI of this Contract. Q: can you specify the exact location of the format of the DPR in Annex 5 section VI?	Minimum requirements are listed in the Annex 5 Section IV SoW 2.7.1 and in Annex 5 Section VI QAMP 6.2. The template should be proposed by the Tenderer.
105.	DDW Benthos Tender Document_F_v1.0	3.2 Requirements vessel and equipment: continuous operation 24/7. Q: What kind of work is planned during night-time?	As the survey is for benthic (mostly static) features, there is not expected to be a difference in presence and extent of habitats and species during the day compared to the night. Video footage of other features, including

		Ecological monitoring should be carried out either during the daytime or during nighttime, as organisms behave differently during day or night. For safety (and ecological) reasons we strongly advise to carry out boxcore work during the day.	mobile species may vary depending on the time of day, however, this is supplementary to the main purpose of the survey, which is for benthic characterisation.
106.	DDW Benthos Tender Document_F_v1.0	3.7 Environmental requirements and permits Q: Could the client give an overview of the expected permits? And has the client already started the permitting procedures?	RVO cannot provide such overview, as Contractors have a better view on which (environmental) permits are required. RVO has not started the permit application, as this is the responsibility of the Contractor.
107.	DDW Benthos Tender Document_F_v1.0	4.2.4 Environmental protection (technical qualifications): 'That he has an environmental protection system that is at least equivalent to a certified environmental protection system' Question: Given the limited scope (max. 1-2 weeks of fieldwork) and nature of the work, we consider such an environmental protection system, also in view of the other strict safety and process requirements, to be rather excessive. Can parts of this be removed?	This proposal is not accepted. These are not requirements to this specific assignment, but to the Tenderer. RVO views it as essential that the Tenderer has incorporated such environmental protection system in their work procedures.
108.	DDW Benthos Tender Document_F_v1.0	5.2 Quality criteria: Question: During the quotation phase, the contractor is already expected to spend many hours submitting various documents that can only be finalized after the contract has been awarded, e.g. a PEP. As a result, an excessive effort is required before the contractor knows whether or not they will be awarded the job. Is the client willing to waive certain documents, or exclude them from the tender phase but only require them from the contractor after the contract has been awarded?	This proposal is not accepted. To prepare the documents during the Tender phase, this allows RVO to assess whether the Tenderer understands the assignment and is able to execute the Works.
109.	DDW Benthos Tender Document_F_v1.0	5.2.1 'Award criteria relating to Project Documentation: Expected content Project Execution Plan, Quality Assurance Management Plan and Health, Safety and Environmental Management Plan'.	This was not well described in the Tender Document. Hereby the page limits: The maximum amount of pages for the documents, using Verdana font size 9, are PEP 50 pages, and HSE and QAMP both 25 pages. These page numbers are excluding the cover page, document history, table of contents and well-referenced appendices such as standard method

		Question: Is there a maximum number of pages these 3 documents are allowed to have?	statements. Only the pages within the specified page limits will be taken into consideration and assessed. Any content exceeding the applicable page limit will not be assessed.
110.	DDW Benthos Tender Document_F_v1.0	5.2.2 'Tenderer is required to provide an overview of key personnel for both the onshore and offshore teams'. Question: Is there a maximum number of pages this document is allowed to have?	For this criterium, Annex 3a should be filled in. No additional pages are required.
111.	DDW_202512042_RVO_ECO_Annex 5_Section_I_Draft CONTRACT_D	3.2 It is expressly agreed that the Contractor will not charge VAT. If after closing of the contract it would appear that one or more of the services rendered by the Contractor are not exempt from VAT, the Contracting Authority will not be liable to pay the VAT in question. Question: This seems like a strange requirement to us; VAT is always invoiced, which we subsequently remit to the tax authorities. Why are you requiring this, or are we misunderstanding the requirement?	VAT is not applicable for offshore work outside the 12 NM zone.
112.	DDW_202512042_RVO_ECO_Annex 5_Section_I_Draft CONTRACT_D	16.2 Subject to the provisions of Clause 17, all equipment, materials and supplies provided by the CONTRACTOR for incorporation into the WORK shall become and be clearly identified as the property of the CLIENT upon delivery to the WORKSITE or payment by the CLIENT whichever is the earlier. Question: Do we understand correctly that our materials temporarily become the property of the client during the execution of the work?	Not ALL equipment (e.g. not vessel, cranes tools etc.), only those for incorporation into the WORK, including but not limited to: sample material, liners, sample bags, etcetera.
113.	DDW_202512042_RVO_ECO_Annex 5_Section_I_Draft CONTRACT_D	16.3 Title to any equipment, materials and supplies provided by the CONTRACTOR which do not comply with the requirements of the CONTRACT and which are rejected by the CLIENT, shall re-vest immediately in the CONTRACTOR.	Please refer to question 11. As an example: samples or material collected by the CONTRACTOR that do not comply with the requirements are re-vested immediately to the CONTRACTOR.

		Question: We do not understand the above; could you explain what you mean by this?	
114.	DDW_202512042_RVO_ECO_Annex 5_Section_I_Draft_CONTRACT_D	19.1 The CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the CLIENT from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of: (a) loss of or damage to property of the CONTRACTOR GROUP whether owned, hired, leased or otherwise provided by the CONTRACTOR GROUP arising from, relating to or in connection with the performance or nonperformance of the CONTRACT. Question: Do we understand correctly that if a crew member of the client breaks something through no fault of our own, this falls under our responsibility?	The Contracting Authority understands “crew member of the CLIENT” to refer to the CLIENT OFFSHORE REPRESENTATIVE. The CLIENT and the CLIENT OFFSHORE REPRESENTATIVE will not control any vessel or machinery, nor handle any tools or equipment during the WORK. They will be solely present for the purposes stated in the Scope of Work. Accordingly, the CONTRACTOR shall not be responsible for loss of or damage to its property caused by the CLIENT or CLIENT OFFSHORE REPRESENTATIVE, where such loss or damage is not attributable to the CONTRACTOR.
115.	DDW_202512042_RVO_ECO_Annex 5_Section_I_Draft_CONTRACT_D	25.1 During the course of the WORK and for a period ending two (2) years thereafter, the CLIENT or its duly authorised representative shall have the right to audit at all reasonable times and, upon request, take copies of all of the CONTRACTOR’s records (howsoever stored), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to; Question: Due to the GDPR, we cannot simply release our employee data. Can this requirement be waived?	We acknowledge the concern regarding the handling of personal data and have therefore amended the provision to clarify that audits and copies shall be carried out within reasonable times and with due care. Was: 25.1 During the course of the WORK and for a period ending two (2) years thereafter, the CLIENT or its duly authorised representative shall have the right to audit at all reasonable times and, upon request, take copies of all of the CONTRACTOR’s records (howsoever stored), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to; Will read: 25.1 During the course of the WORK and for a period ending two (2) years thereafter, the CLIENT or its duly authorised representative shall have the right to audit within reasonable times and, upon request, take necessary copies, while handling these with care, of all records of the CONTRACTOR’s

			(howsoever stored), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to;
116.	DDW_202512042_ RVO_ECO_Annex 5_Section_I_Draft_ CONTRACT_D	41 WEATHER FORECASTING The CONTRACTOR shall obtain and provide the CLIENT every 6 hours with all necessary weather forecasting data from an agreed upon Meteorology Agency to help ensure the completion of the WORK in a safe manner and in accordance with the CONTRACT. Question: At sea, reception is often non-existent or poor. Furthermore, given all our other efforts regarding safety and our responsibilities on board, this requirement does not necessarily seem to contribute to safe working practices. Can this requirement be dropped?	This proposal is not accepted.