Memorandum of information European tender 'Geophysical survey of the Wind Farm Search Areas 6/7'

- **Lot 1 – Seabed Survey (SS)**
- **Lot 2 – 3D Seismic Survey**

Datum: **November 18th, 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 European Tender 'Geophysical survey of the Wind Farm Search Areas 6/7', dated September 14th, 2026 with reference 202605121.

Clarification no.	Reference	Subject	Clarification
1	Scope of Work Lot 1 and Lot 2	Tie lines	Clarifications to the tie-lines requirements have been added in an addendum, sent along with this MOI. Please refer to Sa 67 GP tie line MOI clarification.zip for the document and adjusted shape files.
2	Scope of Work Lot 1	Water column data	The acquisition of water column data is no longer required, and therefore should be considered omitted from the Scope of Work.
3	Conditions of Contract, Clause 45 – Data protection	New Clause	The Contracting Authority has decided to introduce a new Clause 45 (Data Protection) in Annex 5-II (Conditions of Contract). The new Clause 45 will read as follows: **45 DATA PROTECTION** 45.1 The PARTIES shall ensure that they treat the personal data received from the other PARTY in accordance with the requirements of the General Data Protection Regulation (2016/679/EU) and any other applicable laws and/or regulations. More in particular, each Party shall not process, transfer, modify or amend the data received from the other Party, nor use it for any other purpose than for the purpose it has been disclosed. Each Party shall treat the personal data as confidential, limit access only to those persons who need access to the data, and shall not store or save the personal data any longer than necessary to carry out the purpose for which the data was disclosed to that Party. 45.2 To the extent either Party processes personal data on behalf of the other Party, the Parties shall enter into a Data Processing Agreement. 45.3 Information on existing energy infrastructure acquired during execution of the WORK shall be considered sensitive under Dutch Law (Departementaal Vertrouwelijk) and be handled with care by all Parties.
4	Scope of Work Lot 1 and Lot 2	Noteworthy clarifications	Please note that even though all answers to all questions must be considered, some questions give particularly noteworthy clarifications which should be evaluated with extra care. The Contracting Authority would therefore like to highlight the answers to the following questions: 1, 31, 75, 107 and 236.

No	Subject	Question	Answer
1	Tenderer is referring to the Scope of Work (Annex 5 - Section IV) for Lot 1 (Seabed Survey) - Scope of Work, Section 2.3.6	In section 2.3.6 (High resolution Side-Scan Sonar survey, sub Required Specifications) RVO prescribes the use of a simultaneous multiple channel, multiple frequency side scan sonar system with at least two frequencies of LF >600kHz and HF >900kHz in order to resolve objects larger than 0.3m in their longest dimension. Tenderer wonders if RVO can accept solutions with a dual frequency Synthetic Aperture Sonar with a pulse centre frequency of 337 and 105kHz, and along track/across track resolution of 3cm to meet the object detection criteria mentioned above.	The dual frequency SAS can be accepted. Tenderer is expected to provide a system and configuration that can detect a 0.3m objects, throughout the usable range, over the whole site. The Tenderer is free to propose any frequency range that meets these requirements, providing in-sonification over the complete investigation area, with at least 100% coverage in the nadir area. Target dimensioning is only required for objects of 0.5m and larger.
2	This question has been withdrawn.	-	-
3	Document: Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F - UXO Clarification on UXO assessment and measures (Section 2.2.4 & section 2.3.8)	When is the UXO desktop study available, to further understand the scope requirements for the MAG component of the survey? In section Section 2.2.4 & Section 2.3.8 the purpose of the magnetic data acquisition is described. To algin on the expectations on the purpose of the MAG data, the primary scope of the magnetic data is to identify/confirm the position of all pipelines and possibly electrical and communications cables. As per scope the acquired MAG data may be used to avoid magnetic anomalies during a geotechnical investigation campaign. Please note the dual magnetometer set-up will not be providing sufficient coverage to perform a pUXO selection on the data (required according section 2.2.4 & section 2.3.8 Interpretation). Hence the suggestion is to analyse the data that's been acquired according to the principle of avoidance of magnetic anomalies, in preparation of the geotechnical campaign (section 2.3.8, first paragraph). Is this agreeable for RVO? Section 2.3.8 specifies "Residual (peak-to-peak) magnetic anomaly data must not be interpolated between adjacent	The UXO desktop study is available at https://offshorewind.rvo.nl/. The UXO strategy for the geotechnical campaign will be decided by the geotechnical Contractor, but this indeed is usually an avoidance strategy. There is no expectation to interpolate survey data between individual survey lines. However, interpolation between individual sensor tracks along the same survey line is expected.

No	Subject	Question	Answer
		lines and residual magnetic anomaly data must under no circumstances be gridded". In case the transverse gradiometer is used, is RVO anticipating that the residual magnetic anomaly data derived from the two magnetometers is to be gridded?	
4	Document: Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F - Section 2.3.6 Data processing	Can RVO clarify their specific expectations around data processing and topographic corrections? Specifically, is it expected that the SSS dataset undergo dynamic, true-depth orthorectification utilizing the final 3D MBES digital terrain model (DTM) to resolve slope-induced slant-range distortions, or will standard slant-range corrections with post-mosaic feature alignment be sufficient?	The expectation is that the MBES bathymetrical surface will be used as the reference surface for the topographic/ 3D correction of the SSS data. The Tenderer is expected to propose a processing methodology that demonstrates that the resultant SSS mosaic's seabed features and targets will be correctly georeferenced relative to the MBES dataset. All other processing requirements remain applicable.
5	Document: Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F - USBL Section 2.3.4	USBL system accuracy ≤0.5% of slant range; from experience the USBL accuracy for towed bodies is +/- 2 m, while the majority of the data will be well within specifications. Please confirm this is acceptable for RVO.	The specified USBL system accuracy of equal to, or less than 0.5% of the slant range is an equipment specification. The expected accuracy of the horizontal position of moving survey hardware is considered to be within +/- 1m. An overall accuracy of +/- 2.0 m will not be accepted.
6	Document: Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F - SBP - Section 2.3.2	"Fully idented traces, including merging with navigational data, should be delivered. Export of acquisition data in SEG-D format, and of idented traces in SEG-Y format". As for LOT 1, only SBP data acquisition is required, the data format will be SEG-Y, as SEG-D format is related to multichannel seismic data. Please confirm this is acceptable for RVO.	Confirmed; the SEG-D format may be replaced by the manufacturer-specific raw data format if SEG-D is not produced. Please note, this relaxation applies to Lot 1 only.
7	Smart winch	Can RVO confirm a non smart-winch towing solution for the SSS is acceptable?	There is no requirement to use a smart-winch towing solution. Tenderer is expected to offer a solution that ensures the positional requirements are met.
8	Document: Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F - Piggybacked Mag	The SOW states: The magnetometer would preferably not be towed piggyback from the Side Scan Sonar. The preference of the Client would be deployment of the Side-Scan Sonar from a separate tow point, using a separate tow cable. Can ROV confirm a single SSS piggybacked solution will be lower scored, but is not a knock-out to the tender?	Confirmed that piggyback MAG is not a knock-out, and will indeed will be scored as an inferior solution. A piggybacked solution can cause noise into the magnetic data due to the magnetic alloys in the SSS's housing and/or its electronics. This noise must be processed out of the magnetic data and is liable to "mask'" actual anomalies.
9	Document: Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F - Mag clearance area - Section 2.3.8	Does RVO has an expectation on the size of the restricted areas close to the sensor track that needs to be cleared for the Geotechnical Investigation?	This depends on the method and equipment used under a future geotechnical contract, and is, in principle, not a concern for the geophysical survey Contractor, as the

No	Subject	Question	Answer
			requirements of MAG acquisition are clearly specified in the Scope of Work.
10	Mag on every line	Is Mag/TVG needed on every (main and cross) survey line or could it be collected every 500m or similar?	MAG/TVG is to be towed simultaneously on every survey line with the other sensors to ensure overlapping data between the sensors for the seismics and MAG for geotechnical location selection.
11	Document: Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F - Official LF and HF SSS - Section 2.3.6	Section 2.3.6 states "The SSS survey should be carried out using simultaneous multiple channel, multiple frequency side scan sonar with at least two frequencies of LF ≥600 kHz and HF ≥900 kHz ". The operational low and high frequency range of the survey equipment is marginally lower, respectively around 540 kHz and 850 kHz as per industry standards, than the frequency stated in the scope. Can RVO confirm this is acceptable?	The Contracting Authority refers to the answer to question 1.
12	Document: Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F - LF and HF SSS	Please confirm that ≥600 kHz is considered the low frequency and the ≥900 kHz is considered to be the high frequency. Can RVO accept deviations?	The Contracting Authority refers to the answer to question 1.
13	Document: Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F - SSS frequencies	Please clarify for which frequency the survey wide (≥200%) coverage is expected. In section 2.3.6 is stated first: "survey-wide continuous (≥200%) high frequency (HF) Side Scan Sonar coverage" and in the 5th paragraph of required specifications states: "The slant range used should be set to yield 200% coverage of the survey area with ≥600 kHz data." While the ≥600 kHz is stated to be the LF frequency and the ≥900 kHz to be HF frequency in the first paragraph of the required specifications. Many thanks for further clarifying this SSS requirement. Any indication of what is still acceptable to RVO is very useful. Incl. if the evaluation is a knock-out or less points if an Inferior kHz / target detection is offered.	The Contracting Authority refers to the answer to question 1.
14	Document: Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F - SSS acceptance 0.5m targets	Would RVO accept a 0.5m target detection criteria instead of 0.3m?	The Contracting Authority refers to the answer to question 1.
15	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F - Rational SSS requirement	What is the driver for RVO to acquire a 900kHz sidescan data set at this early phase of the sites life cycle?	The Contracting Authority refers to the answer to question 1.

No	Subject	Question	Answer
16	CTSs	Are additional sensors required on the CTDs, and if yes, which sensors?	No additional sensors have been requested and therefor are not required.
17	ROC and marine mammal mitigation	Would RVO accept ROC (remote operations centre) based marine mammal mitigation?	Mitigation measures such as ADD and MMO must be implemented from the vessel. If the question concerns whether MMO/PAM activities can be performed remotely, this is possible using cameras and microphones and should be substantiated in the Tender.
18	MMO/PAM requirements	Is Contractor to provide MMO and PAM personnel and equipment or just ADD and associated personnel? If needed, do the MMO and PAM operators need to be fully dedicated to their role or are non-dedicated MMO/PAM acceptable?	Contractor must provide MMO and PAM personnel and equipment. The roles and any combination of tasks must be further explained in the relevant documents submitted with the Tender.
19	Document "Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F - Refinement of data processing – 1.6	1.6 Aims of the geophysical surveys, final paragraph refers to "It is expected to include a refinement of data processing of sub-seabed data, ground-truth calibration of geophysical estimated depths from the GP survey, rationalisation of geotechnical and geophysical observations, refinement of the preliminary litho-stratigraphic model to include geotechnically relevant structures and the development of a 3D distribution of geotechnical parameters." Could RVO confirm this is NOT relevant for this LOT 1 scope of work requirements?	This text relates to the IGM, which is not part of the Lot 1 scope, but forms part of a future Ground Model study and supersedes the PGM. Please refer to the RVO offshore wind website for an overview of the studies.
20	Document Annex 1 Definitions of Terms_F - Bonus system	Document Annex 1 Definitions of Terms_F provides a definition for "bonus" as "an incentive payment that may become payable to the Contractor upon achievement of specified contractual targets or milestones.". Could RVO provide further information on this?	The definition of 'Bonus' is not applicable to this Contract, does not by itself establish an entitlement, and is therefore considered removed from the definition list. A bonus is payable only where the Contract expressly sets out the relevant milestones, conditions and calculation, which is not applicable here.
21	Section 3.1 of Tender Document Sa 67 GP_F, - zero-emission transport	With reference to Section 3.1 of Tender Document Sa 67 GP_F, regarding zero-emission transport and greenhouse gas compensation, could the Contracting Authority clarify the intended scope of this requirement? Specifically, does this requirement apply only to onshore personnel transport (e.g. commuting, domestic travel and crew transfers), or also to offshore survey vessel operations, support vessels, international flights and other logistics associated with	Tender Document section 3.1 requires zero-emission transport where reasonably possible and verifiable compensation otherwise. The provision does not expressly provide the requested exhaustive distinction between personnel transport (e.g. commuting, domestic travel, international flights, or crew transfers), but should exclude offshore survey vessel operations.

No	Subject	Question	Answer
		execution of the Work? Furthermore, please confirm whether the costs associated with such compensation should be included in the tendered rates and prices. Any further guidance on this topic is welcome. Thank you.	
22	Annex 4-A Cycle_Times_and_Rates - Key dates part of evaluation	Can RVO confirm the Key Dates in the Annex 4-A Cycle_Times_and_Rates document do not form part of the tender evaluation criteria? Ie. early delivery is not being rated by RVO? Any guidance you can provide on the project schedule in relation to the evaluation criteria is appreciated.	Confirmed, key dates are contractual minimum requirements, and are not on their own an award criteria. The evaluation criteria are clearly specified in the Tender Document. The schedule is part of the Project Execution Plan (PEP) submission.
23	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F - Data integration assistance to Lot 2 - Section 2.4	Section 2.4 states 'The Lot 1 Contractor is expected to reasonably assist the Lot 2 Contractor by providing information on the datasets, the processing steps taken, and the conclusions drawn within one week(5 working days) of the Lot 2 contractor request.' Can it be assumed that the Lot 2 Contractor will make this request at a suitable time following demobilization of the vessel given that communication between the Lot 1 and Lot 2 contractors should be ongoing throughout operations? Can it be assumed that the timing of the survey operations of these two Lots occur consequtively?	The Lot 1 Contractor must provide approved and final data to Lot 2 Contractor. This can be considered part of the onshore scope, following the processing and interpretation of the Lot 1 data. The survey operations will take place simultaneously. SIMOPS is expected, and good communication between the Lot 1 and Lot 2 Contractors is necessary for offshore safety, as well as data quality.
24	Annex 5 Section II of Conditions of Contract, clause 42(f) (NEW) - Time extension rights	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) to the schedule of Key Dates 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 not attributable to a default of Contractor); (iv) weather downtime; (v) a Force Majeure-event (in accordance with clause 12); or (vi) GPS-jamming or loss of signal. The extension of time shall reflect the duration of the delay. In addition, Contractor shall be entitled to payment of standby costs for the full duration of the delay caused by any of the events listed under (i) - (iv) above, with the exception of any weather downtime days included in the price as part of	The Contracting Authority has carefully considered the Tenderer's request but sees no reason to include this NEW clause to the Conditions of Contract. The requested general entitlement to extension of time is not adopted in the draft Contract. The existing provisions on force majeure, variations, suspension and delay remain the starting point.

No	Subject	Question	Answer
		the agreed Weather Downtime Allowance. 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."	
25	Annex 5 Section II of Conditions of Contract, clause 42(b) - LDs 3	Please delete "(ii) the right to be compensated for damages": if LDs are applied by Client for a delay, such LDs should be Client's exclusive financial 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."	The Contracting Authority has carefully considered the Tenderer's request but sees no reason to amend the relevant contractual provisions. Therefore, the existing contractual provisions shall remain unchanged.
26	Annex 5 Section II of Conditions of Contract, clause 42(a) - paragraph 2 – LDs 2	For clarity, please amend as follows: "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 mentioned in in Clause 42 (a) (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)."	The Contracting Authority sees no reason to amend the second paragraph of Clause 42(a) regarding the circumstances under which Liquidated Damages become payable. The proposed amendments, including the references to extensions of time, contractual variations and the cap on Liquidated Damages, will not be adopted. The existing contractual provisions shall remain unchanged.

No	Subject	Question	Answer
27	Annex 5 Section II of Conditions of Contract, clause 42(a) - paragraph 1 – LDs	Please clarify and correct below paragraph, it seems to refer to Chapter 3 (Cycle Times and Key Dates) of Annex 5-III-A and Annex 5-III-B (Pricing Schedules), and not - as the clause states now - the Scope of Work documents (Annex 5-IV-A and Annex 5-IV-B) which do not contain a chapter 3 or Key Dates. Furthermore, in Chapter 3 of Annex 5-III-A and Annex 5-III-B there are no Key Dates marked by *; we assume that Client will only mark item 4i by* in line with the cycle time excel file (which states that the relevant date for the application of LD's is item 4i - Issue Final Interpretation Report: 05/08/2028) 42 (a) If the Contractor fails to complete in accordance with the dates marked by * in the schedule of KEY DATES in Chapter 3 of Annex [6] – Section IV (Scope of Work) and in compliance with the requirements of the Contract, the Contractor shall be liable to the Client for Liquidated Damages. The amounts of such Liquidated Damages shall be 0.2% for Lot 1 and 0.1% for Lot 2 of the Contract price for each day that it fails to perform the Work as agreed. For clarity, Liquidated Damages shall apply to all dates marked by * individually. It is the responsibility of the Contractor to minimize knock-on effects of each delay. (...) If the Contract would include more than 1 LD date, it should include a claw back clause (if Contractor meets the final key date, any previously applied LDs for delays in meeting earlier key dates shall be reimbursed to Contractor).	The Contracting Authority confirms that the reference to Annex 6 – Section IV in Clause 42(a) of Annex 5-II (Conditions of Contract) is incorrect. The correct reference is to Chapter 3 (Cycle Times and Key Dates) of Annex 5-III-A and Annex 5-III-B (Pricing Schedules), respectively. This reference will be corrected. The Contracting Authority further confirms that Liquidated Damages under Clause 42 apply exclusively to Milestone 4i – Issue Final Interpretation Report. No other Key Dates or milestones are subject to Liquidated Damages under this clause. The Contracting Authority does not accept the proposed clawback mechanism. Liquidated Damages that have become due in accordance with the Contract will not be refunded or credited if a subsequent milestone or the overall project schedule is achieved on time. The remaining provisions of Clause 42 shall remain unchanged.
28	Annex 5 Section II of Conditions of Contract, clause 40 - maintenance allowance	Please include at the end : "Notwithstanding the foregoing, 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."	The Contracting Authority sees no reason to amend Clause 40 of the Conditions of Contract to include the proposed provisions regarding vessel or equipment breakdowns and the daily maintenance allowance. The existing contractual provisions shall therefore remain unchanged.

No	Subject	Question	Answer
29	Annex 5 Section II of Conditions of Contract, clause 30.2 - limitation period	Limitation period not defined in contract, please include limitation period here as follows (the statutory limitation periods are too long): "The Contractor's liability under the Contract shall cease two years after the moment of completion of the Work."	The Contracting Authority sees no reason to amend Clause 30.2 of the Conditions of Contract by introducing a two-year limitation period for the Contractor's liability following completion of the Work. The standard limitation periods according to the Dutch Civil Code apply. The existing contractual provisions shall therefore remain unchanged.
30	Annex 5 Section II of Conditions of Contract, clause 30.1 (last part) - Carve-outs from LoL	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 Contractor Representative.)" Please replace sub (c) by: "in the event of a breach of intellectual property rights caused by Contractor ".	The Contracting Authority sees no reason to amend Clause 30.1(b) and (c) of the Conditions of Contract regarding the proposed definition of Gross Negligence and the exception relating to intellectual property rights infringements. The existing contractual provisions shall therefore remain unchanged.
31	Annex 5 Section II of Conditions of Contract, clause 30.1 (a) and (b) - Limitation of Liability	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	The Contracting Authority partially accepts the proposal and has decided to amend the liability limits under Clause 30.1(a) and (b) of Annex 5-II (Conditions of Contract). The final sentence of Clause 30.1(a) will read:

No	Subject	Question	Answer
		and/or termination under Clause 24, arising out of or related to the performance of the Contract shall be limited to shall be limited to 100% of the total Contract price per Lot. (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 per Lot. The total aggregate liability for 30.1(a) and 30.1(b) combined is limited to 125% of the total Contract price." The clause included in Client's contract creates confusion as there is no amount specified in section 1, but section 1 does refer to the contract price specified in Annex 5 -III pricing schedule. It should be clear that liability is capped at 100% the contract price for both (a) and (b). Three times the contract price is not acceptable and not proportional to the contract value. Furthermore, the cap should apply as a total cap in (a) and (b) and not "per event".	"[...] shall be limited to the sum specified in Section I - Agreement, which shall be at least one time the Contract Price, or in the absence of such sum, 100% of the total Contract Price." Clause 30.1(b) will read as follows: "After the date of completion of the Work, the Contractor's total cumulative liability to the Client arising out of or related to the performance of the Contract shall be limited per event to the sum specified in Section I or, in the absence of such sum, 100% of the total Contract Price. The total aggregate cumulative liability for Clause 30.1(a) and Clause 30.1(b) combined is limited to 125% of the total Contract Price." The exceptions to these limitations of liability remain applicable. The same limitations of liabilities apply to the liability of the Client to the Contractor
32	Annex 5 Section II of Conditions of Contract, clause 24.8 - Termination by Contractor for default of the client	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)."	The Contracting Authority sees no reason to introduce a new Clause 24.8 in the Conditions of Contract granting the Contractor the right to terminate the Contract, in whole or in part, in the event of the Client's failure to fulfil its contractual obligations. The existing contractual provisions shall therefore remain unchanged.
33	Annex 5 Section II of Conditions of Contract, clause 24.6 sub (c) - Termination by client for default of the Contractor	In sub(C) please add at the start of the sentence the following wording: "subject to the limitations of liability included in clause 30,"	The Contracting Authority agrees to clarify Clause 24.6(c) of the Conditions of Contract. The following wording will be added at the beginning of this provision: "Subject to the limitations of liability included in Clause 30, including the exceptions thereto,". All other provisions shall remain unchanged.

No	Subject	Question	Answer
34	Annex 5 Section II of Conditions of Contract, clause 24.4 - Termination for convenience by Client	Please include at the end of this clause the following wording: "In addition to the foregoing, Client shall compensate Contractor for the costs of demobilisation plus 15% of the unperformed part of the Work."	The Contracting Authority sees no reason to amend Clause 24.4 of the Conditions of Contract to include additional compensation for demobilisation costs and 15% of the value of the unperformed Work. The existing contractual provisions shall therefore remain unchanged.
35	Annex 5 Section II of Conditions of Contract, clause 22.4 and 22.5 - Confidentiality	Please delete or rephrase the following phrase in 22.4: "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 entities involved in the contract execution (CI will only be shared on a need to know basis of course). In clause 22.5, please remove the last sentence containing a penalty (a penalty of EUR 50.000 would be excessive for a minor or non-material breach, damage should be assessed on a case by case basis): "The penalty payable by the Contractor for breaching their duty of confidentiality is EUR 50,000 per breach."	The Contracting Authority partially accepts the proposed amendment to Clause 22.4 of Annex 5-II (Conditions of Contract). Clause 22.4 will be amended and will read as follows: "The CONTRACTOR will not divulge to third parties in any way the results of the WORK performed or provide any information on the results to third parties without the Client's express consent. The Client may attach conditions to such consent. 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, excluding subcontractors or subsidiary companies that are necessary for the execution of the Work." The proposed deletion of the final sentence of Clause 22.5 is not accepted. Clause 22.5 shall remain unchanged. In addition, the Contracting Authority has decided to introduce a new Clause 22.7 in Annex 5-II (Conditions of Contract), which will read as follows: "The Client shall not disclose unprecedented or pioneering innovative technology or processes marked as such by the Contractor without prior consent of the Contractor."
36	Annex 5 Section II of Conditions of Contract, clause 21.1 - Consequential loss	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, 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	The Contracting Authority does not accept the proposed amendment Instead, the Contracting Authority has decided to amend the first paragraph of Clause 21 (Consequential Loss) of Annex 5-II (Conditions of Contract), which will read as follows: "For the purposes of this Clause the expression 'Consequential Loss' shall mean special, punitive, incidental, indirect or consequential loss, such as but not limited to loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), and knock on costs, in each case whether direct or indirect and

No	Subject	Question	Answer
		Contract." 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" so that this indemnity mirrors the indemnity the Contractor gives to Client.	whether or not foreseeable at the Effective Date of Commencement of the Contract." The other proposed amendments, including the replacement of "Client's own Consequential Loss" with "Client Group's own Consequential Loss", are not accepted. All other provisions of Clause 21 shall remain unchanged.
37	Annex 5 Section II of Conditions of Contract, clause 19.3 - Pollution (indemnities)	Please replace clause 19.3 with the following wording (as per the LOGIC standard), Client should indemnify Contractor for pollution emanating from Client property (client-clause is unreasonable and not in line with market practice), and Contractor to take responsibility for pollution emanating from Contractor property and vessels. 19.3 (a) Except as provided by Clause 19.1(a), Clause 19.1(b) and Clause 19.3(b), the Client shall save, indemnify, defend and hold harmless the Contractor Group from 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. 19.3 (b) Except as provided by Clause 19.2(a) and Clause 19.2(b) the Contractor shall save, indemnify, defend and hold harmless the Client Group from and against any claim of whatsoever nature arising from pollution occurring on the premises of the Contractor Group or originating from the property and equipment of the Contractor Group (including but not limited to marine vessels) arising from, relating to or in connection with the performance or non-performance of the Contract.	The Contracting Authority does not accept the proposed replacement wording for Clause 19.3 of Annex 5-II (Conditions of Contract). However, the Contracting Authority has decided to delete Clause 19.3 in its entirety. The Conditions of Contract will be amended accordingly.
38	Annex 5 Section II of Conditions of Contract, clause 19.1(d) and 19.2 (d) (NEW) - Indemnity for third party infrastructure	Please delete clause 19.1(d) and please include the following (NEW) clause 19.2 (d) as follows: "19.2 (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,	The Contracting Authority sees no reason to delete Clause 19.1(d) of the Conditions of Contract or to introduce a new Clause 19.2(d) regarding liability for damage to third-party

No	Subject	Question	Answer
		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)." The risk of damage to third party infrastructure at the offshore worksite should lie with Client (not the Contractor) as is industry practice and standardly included in the LOGIC template.	infrastructure. The existing contractual provisions shall therefore remain unchanged.
39	Annex 5 Section II of Conditions of Contract, clause 19.1(c) and 19.2 (b) - K4K Indemnities	19.1 -C Please delete the first mention of: ", Client Representative or other temporary hires of Client" 19.2-B please delete: "and in so far Contractor is not liable according to clause 19.1 (c)" 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.	The Contracting Authority sees no reason to amend Clauses 19.1(c) and 19.2(b) of the Conditions of Contract regarding the proposed changes to the allocation of liability for damage or injury involving the Client's representatives and temporary personnel. The Contractor remains responsible for damage or injury caused by and attributable to its acts or omissions, including damage or injury involving persons with whom the Contractor cooperates in the performance of the Contract. The existing contractual provisions shall therefore remain unchanged.
40	Annex 5 Section II of Conditions of Contract, clause 18.2 – Permits	Please replace clause 18.2 by following new clause for clarity (Client to take responsibility for permits required for the work + permits which can only be obtained in Clients name): "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	The Contracting Authority sees no reason to amend Clause 18.2 of the Conditions of Contract regarding the proposed allocation of responsibilities for obtaining licences, permits and authorisations. The Contracting Authority clarifies that licences, permits and authorisations which can legally only be obtained by the Client remain the responsibility of the Client. The existing contractual provisions shall therefore remain unchanged.

No	Subject	Question	Answer
		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."	
41	Annex 5 Section II of Conditions of Contract, clauses 17.9 and 17.10 - IPR	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 for the purpose described in the Contract"	The Contracting Authority sees no reason to amend Clauses 17.9 and 17.10 of the Conditions of Contract regarding the timing of the transfer of intellectual property rights and the proposed restrictions on the right of use. The existing contractual provisions shall therefore remain unchanged.
42	Annex 5 Section II of Conditions of Contract, clause 15.7 (NEW) – Tax	Please reinstate original wording 15.7 (see LOGIC) 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 thereof 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."	The Contracting Authority sees no reason to introduce a new Clause 15.7 in the Conditions of Contract regarding the proposed tax indemnity obligation of the Client. The existing contractual provisions shall therefore remain unchanged.
43	Annex 5 Section II of Conditions of Contract, clause 14.12 – Payment 2	Please replace the following phrase by: "on account of the Client's failure to pay an invoice within the stipulated time limit (unless Client fails to remedy such breach within a reasonable period as notified by Contractor), or if the Client does not pay an invoice because it suspects that the invoice is inaccurate or because the Work has not been properly performed." Contractor should have the right to suspend the works (or ultimately terminate the contract) if Client does	The Contracting Authority sees no reason to amend Clause 14.12 of the Conditions of Contract regarding the proposed right of the Contractor to suspend the Work or terminate the Contract in the event of late payment. The existing contractual provisions shall therefore remain unchanged.

No	Subject	Question	Answer
		not pay (timely) through no default of Contractor, and fails to remedy such breach within a reasonable term.	
44	Annex 5 Section II of Conditions of Contract, clause 12.6 – Force Majeure	Please add after "until the force majeure situation ends" the following wording: (...) ", or the day the Contract is terminated in accordance with clause 12.7 (including the notice period)."	The Contracting Authority sees no reason to amend Clause 12.6 of the Conditions of Contract regarding the proposed extension of the compensation period in the event of Force Majeure until the termination date of the Contract, including the notice period. The existing contractual provisions shall therefore remain unchanged.
45	Annex 5 Section II of Conditions of Contract, clause 14.3 - Payment	Please clarify below clause, as the second part of this clause ("that have been completed in the 30 days before the invoice submission date") is new compared to previous contracts and this clause covers Contractor's right to payment. What does "completed" mean here (acceptance by client)? The Contractor shall be entitled to submit invoices for items within the Contract Price that have been completed in the 30 days before the invoice submission date.	The Contracting Authority clarifies that "completed" in Clause 14.3 of the Conditions of Contract means that the relevant Work has actually been performed in accordance with the contractual requirements. The right to submit an invoice remains subject to the contractual provisions regarding review, acceptance and payment.
46	Annex 5 Section II of Conditions of Contract, clause 13.9 (new) – Suspension	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 paying the overdue amount(s)." Contractor should have a right to suspend if Client does not pay (through no default of Contractor).	The Contracting Authority sees no reason to introduce a new Clause 13.9 in the Conditions of Contract granting the Contractor the right to suspend the Work in the event of late payment and to receive standby or suspension rates during such suspension. The existing contractual provisions shall therefore remain unchanged.
47	Annex 5 Section II of Conditions of Contract, clause 12.2- Force Majeure	Please replace first sentence by the following wording: "For the purposes of this Contract, force majeure shall include - but not be limited to - : " Sub (h): Please add (NEW) sub (h) and (g): "(g) Any other unforeseen governmental or local restrictions	The Contracting Authority has decided to amend Clause 12.2 of Annex 5-II (Conditions of Contract). The following provision will be added as Clause 12.2(g): "Any unforeseen governmental or local restrictions resulting from a pandemic that have an impact on the execution of the Work." All other provisions of Clause 12.2 shall remain unchanged.

No	Subject	Question	Answer
		(including any new sanctions) that have an impact on the Work; (h) Pandemics or epidemics. "	
48	Annex 5 Section II of Conditions of Contract, clause 11.1 - Variations	First paragraph: Please replace this paragraph 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 a variation if the performance of such variation is not reasonably possible within the Contractor's capacity and resources." Contractor should have the right to reject a variation if it does not have the resources/capacity available to perform such variation. 2nd paragraph: please delete the following wording (this is subjective): "Additional work or new information which the Contractor could have foreseen when the Contract was signed shall not entitle Contractor to an upward Variation."	The Contracting Authority partially accepts the proposed amendment to Clause 11.1 of Annex 5-II (Conditions of Contract). The first paragraph of Clause 11.1 will read as follows: "The Client has the right to issue instructions to the Contractor at any time to make any variations to the Work, as long as they are reasonable within the Contractor's capabilities and resources." The Contracting Authority does not accept the proposal to grant the Contractor an unrestricted right to reject Variations due to insufficient available capacity or resources. Furthermore, the Contracting Authority does not accept the proposal to delete the following provision from Clause 11.1: "Additional work or new information which the Contractor could have foreseen when the Contract was signed shall not entitle Contractor to an upward Variation."
49	Annex 5 Section II of Conditions of Contract, clause 10.2 (E) - Defects correction by third parties	Please include between "a" and "time frame" in the first sentence: "reasonable" For clarity, please include at the start of the last sentence: "Subject to the limitations of liability set out in this Contract,.."	The Contracting Authority does not agree with the proposed amendment, as it wishes to retain the right to unilaterally determine the timeframe. The Contractor may assume that the Contracting Authority will set a reasonable deadline, taking into account all relevant circumstances of the case.
50	Annex 5 Section II of Conditions of Contract, clause 10.2 (d) - Defects correction by Client	Please 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,.."	The Contracting Authority agrees to clarify Clause 10.2(d) of the Conditions of Contract by inserting the words "acting reasonably" after "The Client". The Contracting Authority sees no reason to include an additional general reference to the contractual limitations of liability. All other contractual provisions shall remain unchanged.

No	Subject	Question	Answer
51	Annex 5 Section II of Conditions of Contract, clause 10.2 (b) - Defects liability period	Please amend the Defects Liability Period to one (1) year from completion instead of 2 years, which is standard and reasonable. Any defects should be notified on time. "(....) The Client notifies the Contractor of any defects in the Work prior to the commencement of or within the Defects Liability Period. The Defects Liability Period is one year, commencing at the agreed date at which the Work or the relevant part of the Work was completed."	The Contracting Authority sees no reason to amend Clause 10.2(b) of the Conditions of Contract by reducing the Defects Liability Period from two years to one year. The existing contractual provisions shall therefore remain unchanged.
52	Annex 5 Section II of Conditions of Contract, clause 10.2 (a) - Defects	Please add to the following wording at the end of the clause as the term 'defects' is not defined in the contract: "('defects' shall - for the purpose of this Contract - mean a non-conformity with the contract)."	The Contracting Authority clarifies that the term "defects" in Clause 10.2(a) of the Conditions of Contract refers to non-conformities of the performed Work with the requirements of the Contract. The Contracting Authority sees no reason to introduce an additional definition in the Conditions of Contract. The existing provisions shall therefore remain unchanged.
53	Annex 5 Section II of Conditions of Contract, Clause 4.8 and Clause 34 – Debris removal	Please amend clauses 4.8 and clause 34 as follows: (contractor should only be liable for (the costs of) removal if there is an obligation by law to remove or if so instructed by the authorities). Clause 4.8: "Subject to clause 34, On completion of the Work or any portion thereof, the Contractor shall without delay clear and remove all equipment and materials provided by the Contractor including debris, thereby leaving the WORKSITE in a clean, tidy and safe condition, down to at least 0.5m below the seabed. Clause 34: "The Contractor shall be responsible for the removal of, and when appropriate, the marking or lighting of, any wreck or debris arising from or relating to the Work or the property, equipment, vessels or any part thereof provided by the Contractor Group in relation to the Contract when such marking or lighting or removal is required by law or government authority. Notwithstanding the foregoing and regardless of any local laws, Contractor shall not be liable to remove any wreck, debris or lost equipment lost >0.5m below the seabed."	The Contracting Authority does not accept your amendments with regard to the Clauses 4.8 and 34. Clause 34 of Annex 5-II (Conditions of Contract) will be amended and will read as follows: "The Contractor shall be responsible for the removal of, and when appropriate, the marking or lighting of, any wreck or debris arising from or relating to the Work or the property, equipment, vessels or any part thereof provided by the Contractor Group in relation to the Contract when such removal, marking or lighting of is required by law or government authority (such as but not limited to the Coast Guard and Rijkswaterstaat), or where such wreck or debris is interfering with Client operations, or is a hazard to fishing or navigation."

No	Subject	Question	Answer
		(deleted: "or where such wreck or debris is interfering with Client operations, or is a hazard to fishing or navigation.")	
54	Annex 5 Section II of Conditions of Contract, clause 1.4 - Definitions	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).	The Contracting Authority sees no reason to introduce the proposed new definition of "Client Group" in the Conditions of Contract. The existing definitions and contractual provisions shall therefore remain unchanged.
55	Social Return Requirements (Lot 1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	1. Definition of Labour Costs Could the Contracting Authority please clarify which cost elements are included in the definition of "labour costs" for the purpose of calculating the Social Return obligation? In particular, please confirm whether labour costs include offshore personnel, onshore personnel, subcontractor personnel, travel and transit time, allowances and per diems, and indirect labour costs. 2. Calculation Basis Could the Contracting Authority please confirm whether the required Social Return value of 2% is to be calculated based on the labour costs included in the Contractor's tendered pricing or on the actual labour costs incurred during contract execution? 3. Eligible Activities and Costs Could the Contracting Authority please provide further clarification regarding which activities, initiatives and associated costs are considered eligible for fulfilling the Social Return obligation? 4. Consequences of non-compliance Could the Contracting Authority please clarify the contractual and/or financial consequences in the event that the agreed Social Return value is not fully achieved during contract execution despite the Contractor's best efforts?	The Contracting Authority clarifies that the Social Return obligation of 2% applies to the labour costs under the Contract, in accordance with Section 3.8 of the Tender Document. The calculation method and the labour costs to be included will be agreed upon with the Contractor. This will determine which personnel costs and other labour-related costs form part of the calculation basis. Eligible Social Return activities may include initiatives aimed at employment opportunities, training, coaching and personal development of people facing barriers to the labour market, provided that these activities or project are related to the assignment(s) under the Contracts. The specific activities will be included in a Social Return Action Plan, which will become part of the Contract following approval. Implementation of the Social Return Action Plan is subject to an obligation of best efforts. If the intended results are not fully achieved despite demonstrable efforts, this will be assessed as part of the monitoring and evaluation of the Action Plan. The Parties may agree on written amendments to the Action Plan.
56	GVA Certificate Requirement for Non-Dutch Tenderers (Lot 1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Please confirm whether Tenderers established outside the Netherlands are required to apply/provide a Dutch GVA or whether an equivalent document from their country of establishment is acceptable. If so, please clarify which document(s) would be considered equivalent to the GVA for	The Contracting Authority confirms that Tenderers established outside the Netherlands are not required to provide a Dutch Certificate of Conduct for Procurement (GVA), provided that they submit equivalent supporting documents issued in their country of origin or establishment.

No	Subject	Question	Answer
		a foreign Tenderer (e.g. Trade Register extract, Tax Statement, solemn declaration, or other documentation).	In accordance with Section 4.2 of the Tender Document and Article 2.89 of the Dutch Public Procurement Act 2012, documents serving an equivalent purpose or demonstrating that the relevant exclusion grounds do not apply will be accepted. The document(s) considered equivalent depend(s) on the applicable legislation of the country concerned. Tenderers may consult eCertis for guidance. The supporting documents must adequately demonstrate that the relevant exclusion grounds do not apply.
57	Annex 5 – Section V, HSE Management System – ISRS Key Processes (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	With reference to Annex 5 - Section V, Health, Safety and Environment - Search Area 6/7 2 HSE Management 2.1 HSE Management system OMISSIS The HSE management system of the Contractor shall address the 15 key processes as per International Safety Rating System (DNV, April 2019, 9th edition). Please clarify, shall the duly addressment be documented or is it enough that key processes are properly dealt with within the body of HSE Plan.	It is sufficient for the relevant processes to be demonstrably and adequately addressed within the HSE Management Plan and/or the associated procedures and documentation of the HSE management system. Tenderer must clearly demonstrate where and how the 15 ISRS key processes are addressed. All other requirements of Annex 5-V shall remain unchanged.
58	Project Execution Plan (PEP) – Risk Assessment and Mitigating Measures (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	In the Tender Document "Invitation to tender in accordance with the European open procedure for the execution of a 'Geophysical Survey of the Wind Farm Search Areas 6/7'" Reference 202605121 , the following is quoted: 5.2.4 Assessment aspects Project Documentation The Project Documentation will be assessed based on the following aspects. Project Execution Plan (PEP) The PEP will be assessed based on: ▪ The manner in which the Tenderer identifies relevant risks and proposes effective and realistic mitigation measures. While in both SOWs, the following is quoted: 2.2.5 Project Plans - Project Execution Plan (PEP): - Project & task specific risk assessment including mitigating measures Please clarify if is our understanding correct that in the PEP	A risk matrix including mitigation measures is expected. The evaluation score may be negatively affected if only the methodology is described, rather than providing a relevant risk matrix identifying project-specific risks and mitigation measures.

No	Subject	Question	Answer
		under section 5.2.4, it is just requested to describe a methodology, while in the PEPs under SOWs (Section 2.2.5) the actual risks and mitigating measures shall be duly and thoroughly reported.	
59	Annex 5 - Section V, Health, Safety and Environment - Search Area 6/7 - 3.7.3.1 Vessel Assurance: CMID / 3.7.4 Vessel Inspections	With reference to Annex 5-V HSE Requirements Sa 67 GP_F attached here we understand that the requirements are: • CMID to cover § 3.7.3.1, and • "*a recent (as a guideline for vessels new to the project the inspection report should not be older than 6 months), independent, representative and relevant to the work that the vessel is to perform vessel inspection report*" to cover § 3.7.4 Question: CMID is already an independent, representative and relevant to the work vessel inspection report, also with supplements like DP Annex: does not it already cover § 3.7.4, as well?	The CMID partially covers 3.7.4, namely the initial inspection described in the first paragraph. The second paragraph of 3.7.4 of the HSE management requirements, there is a mechanism described for the Contractor to facilitate additional inspections on Client request. This is not covered by the CMID, but still a contractual requirement.
60	Section 2.2.3 – Acoustic Deterrent Device (ADD) requirements (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	With reference to 2.2.3 Permits and notifications Contractor shall obtain and manage all necessary permissions other than the Flora & Fauna environmental exemption (underwater noise in Dutch waters), and/or notifications, to perform the survey (including all permissions and fees necessary for access and safety arrangements to harbours and offshore positions). Client shall arrange for environmental exemption, on the basis of the documentation provided by the tenderers, and Contractor shall work within the requirements of this permit throughout survey activity. In this aspect attention is drawn to the vicinity of the shipping. lanes. The latter may warrant different permits which are under the responsibility of the Contractor. Operation of an Acoustic Deterrent Device (ADD) "Pinger" during all offshore works is mandatory to Contractor. Specifications of the active sources for sub-bottom profiler devices (all sources for SBP) shall not vary during the project from those supplied to the Client for application of the ecological exemption (underwater noise).	The ADD must be an industry-standard device suitable for deterring marine mammals, subject to the exact environmental permit requirements and Client approval. The Contractor is expected to provide all MMO and PAM personnel and equipment on board of the vessel, or from the remote operating centre in case of USV activities. Should remote MMO be used, please refer to question 17.

No	Subject	Question	Answer
		Furthermore, a soft start procedure for the SBP devices should be in place before the start of the survey. Please clarify: Any specifications for the ADD? we usually use the banana pinger is this equipment fit for the purpose or a high-spec Seal Scarer ADD is required? Do we require an MMO / PAM Operator on board of the vessel or just the ADD procedure?	
61	Section 5.2.4 – PEP appendices (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	The Tender Document states that the PEP may consist of a maximum of 60 A4 pages per Lot, "excluding the cover page, document history, table of contents and well-referenced appendices such as standard method statements." Could you please clarify what content may be included as "well-referenced appendices" without counting towards the 60-page limit, and whether this may include procedures, technical figures, datasheets and other supporting technical documentation referenced in the PEP?	The Contracting Authority clarifies that well-referenced appendices may include existing standard procedures, method statements, technical datasheets and other supporting documentation directly relevant to the Project Execution Plan (PEP). Such appendices are excluded from the 60-page limit, provided that they are clearly referenced in the PEP and serve only to substantiate or support the information presented therein. Therefore, the appendices will not be individually assessed. All project-specific information necessary for the assessment of the PEP must be included within the 60-page limit. Appendices cannot be used to circumvent the page limit, and must not contain substantive elements required for the assessment.
62	Tender Document, Sections 4.2 "Exclusion Grounds" and 4.3.1 "Financial and economic standing" - Clarification on "Meet the Requirement" portal section (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	With reference to Sections 4.2 "Exclusion Grounds" and 4.3.1 "Financial and economic standing", the ITT indicates that the relevant supporting evidence should not be submitted together with the Tender and should only be provided upon request by the Contracting Authority. However, the TenderNed portal provides an "Attached documents" upload field under these requirements. Could the Contracting Authority please confirm that, at tender submission stage, Tenderers are only required to select "Yes/No meet this requirement" for the applicable requirements and that no supporting documentation should	The Contracting Authority confirms that, for the requirements referred to in Sections 4.2 and 4.3.1 of the Tender Document, Tenderers are only required to indicate whether they meet the applicable requirements in TenderNed at the time of Tender submission. Supporting evidence does not need to be uploaded in the corresponding "Attached documents" fields at this stage. Such evidence shall only be submitted upon request by the Contracting Authority, in accordance with the Tender Document. This clarification does

No	Subject	Question	Answer
		be uploaded in the corresponding "Attached documents" fields, with the relevant evidence to be provided only upon request by the Contracting Authority?	not affect any documents or declarations that are expressly required to be submitted with the Tender.
63	Tender Document, Bin Size and Fold (image, page 32) (Lot 2 3D UHRS Seismic Survey)	The 3D-UHRS acquisition parameters provided in Annex 3d – 'Acquisition parameters' will be assessed based on the following parameters: • Bin size; • Nominal fold; • Maximum offset. Please confirm that (a) 'bin size' refers to the natural acquisition bin defined by the source/streamer geometry, and (b) 'nominal fold' refers to the fold at that bin size before any flex binning or regularisation.	Yes, both (a) and (b) are confirmed. (a) Bin size refers to the native offshore acquisition bin size, determined by the proposed source and receiver (streamer) geometry and acquisition configuration, prior to any subsequent processing-related re-binning, flex binning or regularisation. (b) Nominal fold refers to the nominal CMP fold achieved using the native acquisition binning, before any subsequent flex binning or regularisation.
64	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf page 34 - Onboard 3D-UHRS QC (Lot 2 3D UHRS Seismic Survey)	As a first (onboard) 3D-UHRS data QC step; make use of near trace cubes. Please confirm whether near-trace cubes are required as a formal deliverable or as an onboard QC tool only. If required, please confirm the expected update frequency and whether a near-offset range (e.g. the first channels of each streamer) is acceptable in place of a single nearest channel.	Near-trace cubes, or equivalent near-offset QC displays, shall be generated and updated during 3D-UHRS acquisition to assess signal continuity, data quality and penetration. These shall be reviewed at the end of each survey line, alongside the acquisition QC outputs, against the acceptance criteria specified in section 2.4 of the Scope of Work. A suitable range of near-offset channels may be used, provided that the selection is documented. Near-trace cubes are required for onboard QC purposes only and are not required as separate final survey block deliverables. In addition to the existing deliverables specified in table 7, of Annex 5-IV-B Scope of Work Lot 2, Contractor shall provide the following in SEG-Y format in TWT domain: 1). Final non-migrated stack (full offset): The final NMO-corrected stack volume prior to migration, using the full available offset range. 2). Final pre-stack time-migrated (PSTM) stack (full offset): The final stack volume generated following pre-stack time migration, using the full available offset range.

No	Subject	Question	Answer
65	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf pages 33 and 34 - The QC processing sequence (Lot 2 3D UHRS Seismic Survey)	1. With the reference to Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf pag. 33: Stacking velocity analysis at regular intervals of < 250m. Does the QC processing sequence applies to 2D centerlines and namely the Stacking velocity analysis? 2. With the reference to Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf pag. 34: Final stack (Full offset and angle stacks). Please confirm whether angle stacks are required for the 3DUHRS volume(s) or for 2D Inlines . Table 7 and the milestone list include full-offset stacks only. If required, please specify the number of angle ranges and their limits.	1. Stacking velocity analysis must be performed at regular intervals of less than 250 m, with sufficient lateral coverage and spatial density across the survey area to support processing, imaging and the generation of the required velocity fields and volumes. The final velocity analysis and picking intervals must be appropriate to the geological complexity, structural variability and data quality, ensuring sufficient spatial resolution to accurately represent lateral velocity variations. The PEP must demonstrate that velocity picking along the 2D centre lines will be carried out onboard as part of the standard processing QC sequence, as well as during the final processing of the 3D seismic volumes. The Contracting Authority also refers to the answer to questions 179 and 312. 2. The Contractor may propose additional angle stack volumes (near, mid and far) where these are considered beneficial and complementary to the full-offset 3D seismic data volume. At tender stage, a proposed near, mid and far angle stack configuration will be sufficient. The Contractor shall determine and justify the appropriate incidence angle ranges, taking into account the available acquisition geometry, fold and data quality. The full-offset stack shall remain the primary stacked seismic volume and is a mandatory deliverable. Although angle stack volumes are not mandatory, their inclusion in the proposal will be viewed favourably during the technical evaluation, recognising the additional interpretative value they may provide and demonstrating the Contractor's processing capabilities and technical expertise.
66	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf page 36 - 3D multi-channel UHRS deliverables (Lot 2 3D UHRS Seismic Survey)	Raw: Multi-channel raw seismic data with geometry and correct navigation applied (shot gathers) in SEG-Y and SEG-D format. Please clarify, are both SEG-D and SEG-Y formats required, or can the raw data be delivered only in SEG-Y OR SEG-D?	Both SEG-D and SEG-Y deliverables are required, as specified in section 2.5.5 of the Scope of Work. The formats serve complementary purposes and are not interchangeable.

No	Subject	Question	Answer
			The original raw field data shall be delivered in SEG-D format. Geometry- and navigation-merged raw shot gathers shall be delivered in SEG-Y format, with fully populated and verified trace headers, including the relevant source, receiver and CMP positioning information.
67	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf page 30 – Bin size (Lot 2 3D UHRS Seismic Survey)	Offshore Acquisition Bin size: <6.25 m. The resolution table states an offshore acquisition bin size of < 6.25 m, while Table 5 and Table 7 (g10) state 2–6.25 m. Please confirm that a 6.25 m x 6.25 m square bin is compliant, and whether the requirement applies to the natural acquisition bin, the final processed bin, or both.	A bin size of 6.25m × 6.25m is compliant with the requirements specified in table 5 and table 7 (g10), which state an offshore acquisition bin size of 2–6.25m. As stated in the tender document, a larger bin size will result in a lower score. The offshore acquisition bin size requirement applies to the native acquisition bin, determined by the proposed source and receiver geometry and acquisition configuration, prior to processing-related re-binning, flex binning or regularisation. The final processed bin size shall also comply with the applicable deliverable and resolution requirements specified in the Scope of Work. The Contractor shall clearly state the proposed native acquisition bin size and final processed bin size in its methodology and demonstrate that the required lateral and vertical resolution is maintained.
68	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf page 30 - Time Sample - Acquisition Time sample interval (Lot 2 3D UHRS Seismic Survey)	Please confirm that 0.5ms is the maximum permitted sample interval. Will the sampling interval be an evaluation criterion?	Confirmed, the maximum permitted seismic acquisition sampling interval is 0.5 ms, as specified in table 5 of the Scope of Work. This is a minimum requirement, and will not be evaluated on its own, but will be included in the evaluation in the context of the PEP award criteria under data acquisition (for instance completeness and feasibility). Contractor shall demonstrate that the proposed acquisition configuration and recording parameters are suitable for achieving the specified data quality, resolution and penetration requirements.
69	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf pag.16 - Lot 2 -	The PEP must include the split of data into blocks suitable for data management and quality review (expected between 4-20 blocks). Please confirm that all 3D UHRS deliverables listed in Table 7 are to be delivered per block, and that the	Confirmed. All 3D-UHRS deliverables listed in table 7 shall be delivered per block.

No	Subject	Question	Answer
	Data Blocks (Lot 2 3D UHRS Seismic Survey)	block layout (4–20 blocks) proposed in the PEP will be finalised with the Client after award.	The proposed block layout (4–20 blocks), as included in the PEP, will be finalised with the Client following Contract award.
70	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf pag. 17,23 - Survey speed over ground (SoW §2.4, 2.5.1) (Lot 2 3D UHRS Seismic Survey)	The survey speed over ground shall be no more than 3.8 knots (§2.4). Noise tests around the desired survey speed of 3–4.5 knots through water (§2.5.1). Please confirm that 3.8 knots is a maximum speed over ground and not a target speed. As noise tests are specified at 3–4.5 knots through water, please confirm that operating above 3.8 knots over ground is acceptable where currents or data quality require it.	The maximum permitted survey speed over ground (SOG) is 3.8 knots, as specified in section 2.4 of the Scope of Work. This is a maximum limit, not a target speed, and applies regardless of the effects of currents, tides or weather on the vessel's speed over ground. The 3 – 4.5 knots through water (STW) range specified in section 2.5.1 relates specifically to noise testing to optimise propeller RPM and pitch settings, with the objective of minimising cavitation noise and maintaining data quality. This range does not override or supersede the maximum permitted survey speed over ground of 3.8 knots. The Contracting Authority clarifies that this is a contractual requirement, which can be discussed during the preparation phase, pending approval.
71	MBES Survey Requirements – IHO S-44 Compliance and Coverage Clarification	Please clarify: 1. Shall the MBES survey be in line with IHO-44 SO? 2. According to IHO S-44 matrix code Bh9, bathymetric coverage is generally understood as 100%, whereas the tender requires a minimum of 120% coverage. Please confirm that 120% coverage is required and advise on the intended interpretation of this requirement. 3. To confirm that the 6 pings in a cell of 50cm are required.	1. Yes, however deviations from the standard are included in the Tender Documents, and these shall take precedence. 2. The requirements set out in the Tender Documents take precedence, meaning that 120% coverage is required. 3. Confirmed.
72	SSS Technical Requirements and Coverage Clarification	Please clarify: 1. Please confirm that the low frequency of the SSS cannot be lower than 540/600 kHz. 2. Please confirm that the high frequency of the SSS cannot be lower than 850/900 kHz. 3. Please clarify whether the required 200% SSS coverage shall always be achieved, or if the 200% coverage excludes the nadir area and the corridor edges, where the effective coverage would be 100%. 4. Please clarify the following requirement to understand which SSS frequency shall be used: "The slant range used should be set to yield 200% coverage of the survey area	The Contracting Authority refers to the answer to question 1.

No	Subject	Question	Answer
		with ≥600 kHz data." 5. Considering the required high-frequency SSS operation, please note that the maximum theoretical range is between 75 and 90 m and may be further reduced by environmental conditions. Please clarify the required line spacing, as this may result in gaps between adjacent survey lines and within the SSS nadir area. 6. Regarding the object detection requirements, please clarify whether the 0.3 m target refers to the footprint/resolution (along track and across track) or to the system's feature detection capability.	
73	Grab Sampling	Please clarify: 1. Could you please confirm the list of analysis that shall be performed on each sample? 2. Could you please confirm if Client has already a draft sampling plan or this will be defined and agreed after the evaluation of geophysical dataset. 3. Could you please confirm if the grab sampling activities can be carried out in direct continuation. Of geophysical activities?	1. This is specified in the Scope of Work. The exact test specifications are subject to Client approval for the purposes set out in the Scope of Work. 2. This will be defined later. The quantities are leading for the pricing, the exact locations are to be determined together with the Contractor, subject to Client approval. 3. Confirmed, this should be allowed and possible. It is for the Contractor to decide, subject to Client approval.
74	Deliverables	Could you please confirm if the Field Operations Report can be issued with no laboratory results of grab samples and then whether all the results obtained from the laboratory will be integrated in the Final Integrated Report?	The Contracting Authority confirms that the Field Operations Report may be submitted without the laboratory results of the grab samples. All laboratory results shall subsequently be incorporated into the Final Integrated Report.
75	Line Plan	Please clarify: 1. The minimum length of any survey line or line segment shall be 500m. Please confirm our understanding that survey lines or line segments shorter than 500m are not permitted. 2. Could you please confirm whether, by deploying a SAS and achieving higher resolution, the line spacing can be wider than 90 m, or whether the 90 m line spacing is a fixed requirement?	1. Confirmed that in the initial line plan sections shorter than 500m are not permitted. However, shorter survey lines or line segments may be permitted where infill surveying is necessary to meet the coverage requirements. 2. The line spacing is of is a fixed maximum requirement for the MAG and SBP. The Contracting Authority refers to the answer to question 1 regarding the SSS objective, with the

No	Subject	Question	Answer
			detection requirement being decisive, and therefore there is no maximum line spacing in place for the SSS or MBES. After further considerations, the maximum line spacing for MAG and SBP is increased to 100 metres.
76	Planning	1. Could you confirm that the mobilization can start after the 19/04/2027 (key dates) after the approval of all initial project documentation and not before? 2. Furthermore, could you please confirm that, for Lot 1, the latest Key Milestone, "Issue Final Interpretation Report – SA 6/7, including all raw/processed/interpreted digital data", is 29 December 2028?	1. Confirmed. The Contracting Authority clarifies that the mobilisation and commencement of the Work shall take place in accordance with the applicable Key Dates, the contractual planning and the requirements concerning approval of the initial project documentation. The date of 19 April 2027 does not constitute an additional restriction on mobilisation beyond the requirements expressly set out in the Tender Documents. 2. For Lot 1, the deadline for submission of the Final Interpretation Report, including all raw, processed and interpreted digital data, shall be the applicable Key Date specified in the Tender Documents and the Contract.
77	Magnetometer Acquisition	Could you please confirm that, for MAG acquisition, we can follow the same line plan as for the SSS acquisition, with the TVG frame towed from a different tow point than the SSS?	Confirmed, the same line plan can be followed. The Contracting Authority refers to the answer to question 10.
78	Annex 6 – Upload Section in TenderNed (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Could you please confirm under which section in TenderNed Annex 6 – Statement sanctions on Russia should be uploaded?	The Contracting Authority confirms that the Russia Declaration (Annex 6) must be uploaded in TenderNed under the tab "Other Documents" ("Overige documenten").
79	Annex 5-IV-A, §§2.2.2.1 and 2.3.6, pp. 13 and 25–26 - SSS coverage and nadir acceptance	In required elements it is stated that HF -SSS is to provide a survey-wide continuous (≥200%) coverage, implying each and every part of the area is to be insonified minimally twice including any nadir section with the ≥900 kHz: In required specifications it is stated that LF ≥600 kHz and HF ≥900 kHz are to be used. The line spacing requirement does not refer to either HF or LF only to a frequency that can resolve all objects larger than 0.3 m in their longest dimension and that frequency should meet the 200% coverage. In the evaluation preferences is stated "The slant range used should be set to yield 200% coverage of the survey area with ≥600 kHz data." Please note that 600kHz is defined as LF. This evaluation preferences seem not to follow the minimal required element. Can you please clarify the	The Contracting Authority refers to the answer to question 1.

No	Subject	Question	Answer
		coverage requirements for SSS nadir section further in order to understand the interpretation of the required elements?	
80	Annex 5-IV-A, §2.3.8 and Table 6, pp. 32–34 - Magnetometry raster deliverables	Section 2.3.8 prohibits gridding residual magnetic anomaly data and interpolation between adjacent lines, while Table 6 and the deliverable notes request residual and gradiometer GeoTIFF grids. Please confirm the accepted method for producing these raster deliverables, including whether they must be limited to individual survey lines or ribbons, their permitted width and resolution, and the treatment of areas between lines	The Contracting Authority refers to the answer to question 3. The expected resolutions are specified in table 6. The maximum extrapolation width is subject to the results of the surrogate test. Tenderer must propose their method in line with the Scope of Work. Rasterised ribbons are required on the individual survey lines, with substantiation on the expected detection area and range.
81	Annex 5-IV-A, §1.8, p. 10; §2.3.8, p. 31; §2.6.4 and Table 10, pp. 52–54 - Geotechnical location assessments and clearance chartlets	Please confirm whether Lot 1 includes individual geotechnical-location assessments or clearance chartlets in addition to the area-wide survey and interpretation deliverables. If required, please specify the number and location footprints, required datasets and chartlet contents, assessment and acceptance responsibilities, and delivery dates.	The Lot 1 Contractor must perform seabed sampling, for which appropriate clearance is required. Lot 1 data must be reasonably usable for ALARP clearance by the geotechnical Contractor in a later stage. The location footprints for Lot 1 seabed sampling depend on the proposed sampling technique and are the responsibility of the Lot 1 Contractor. The chartlets referenced in the question presumably are for geotechnical drilling and seabed works (VC/CPT), which is not relevant for this geophysical survey Contract, unless those methods are used for the seabed sampling which is in the scope of the GP Lot 1 Contractor. All requirements regarding deliverables (e.g. 200 locations for seabed sampling and seabed classification) and data are specified in the Tender Documents.
82	Standby Additional Clause (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	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 which is effectively a Lump Sum)? 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	The Contracting Authority has decided to amend Clause 12.4 of Annex 5-II (Conditions of Contract). Clause 12.4 will read as follows: "Save as otherwise expressly provided in the CONTRACT, CONTRACTOR is allowed to invoice 50% of the Standby Rate or Suspension Rate (depending on which rate is defined in Annex 4) during the first seven (7) days of a force majeure occurrence.

No	Subject	Question	Answer
		Contractor cannot reasonably have known about the circumstances.	
83	Limitation of Liability CoC Clause 30 (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Please insert a causation (if caused by the Contractor) for exclusion of liability limitation for third-party claims (point a).	The Contracting Authority does not accept your amendment. The Contracting Authority refers to the answers to questions 29, 30 and 31.
84	Limitation of Liability CoC Clause 30 (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Is it possible to clarify or delete "[…] limitations […] shall not apply to […] any indemnity given by the Contractor under the Contract" as this seems like a huge carve-out of the cap mechanism effectively nullifying the for the Contractor.	The Contracting Authority sees no reason to delete or amend the exception to the limitations of liability concerning indemnities given by the Contractor. The existing contractual provisions shall remain unchanged. As a clarification: The size of indemnifications (Claus 19 CoC) is not affected by the limitations set out in Article 30(a) and (b). Consequently, when the Contractor provides an indemnification to the Client against damages claimed by third parties, the Contractor is liable for the full 100% (even if the amount exceeds 100% of the contract value). In such a case, the Contractor cannot invoke the limitations to argue that the third party should instead hold the Client liable for any damages exceeding 100% of the contract value. Furthermore, please refer to the answer given in question 31.
85	Limitation of Liability CoC Clause 30 (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Please limit liability strictly to one time (100%) the contract price as nothing is indicated in Section I, resulting in a liability cap of 300%.	The Contracting Authority refers to the answer to question 31.
86	Termination for Convenience CoC Clause 24.4 (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Contractor wants to avoid being confronted at the last minute with mobilized vessels, equipment and personnel becoming idle, thus incurring cost and not having the possibility to allocate them to another project. Contractor asks for a proper Early Termination Fee in case of should Client decide to use the right of Termination of all or any part (reduction of scope) for Convenience.	The Contracting Authority sees no reason to introduce an additional Early Termination Fee in the event of termination for convenience under Clause 24.4 of the Conditions of Contract. In such circumstances, the Contractor shall be entitled to payment for Work properly performed up to the effective date of termination, as well as demonstrable, unavoidable and reasonable costs directly resulting from the termination, in accordance with the contractual provisions. The existing contractual provisions shall therefore remain unchanged.

No	Subject	Question	Answer
87	Confidentiality CoC Clause 22.5 (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	50.000,00 EUR per confidentiality breach seems excessive. Can this be reverted to Client Conditions from previous tenders where such penalty did not apply?	The Contracting Authority sees no reason to remove or amend the contractual penalty for breach of confidentiality under Clause 22.5. Please also refer to the answer to Question 35. The Contracting Authority has a significant interest in ensuring compliance with the confidentiality obligations in relation to this specific Contract. The existing provision shall remain unchanged.
88	Suspension CoC Clause 13.6 (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Any resumption of work following a suspension for convenience should be subject to vessel and resource availability. Can wording be adjusted accordingly?	The Contracting Authority accepts the request. Clause 13.6 of the Conditions of Contract 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."
89	Suspension CoC Clause 13.4 (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	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 Contracting Authority clarifies that the additional costs to be covered in the event of a suspension under Clause 13.4 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.
90	Force Majeure CoC Clause 12.6 (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Please consider standby payment or similar if vessel remains on site during the first 7 days of Force Majeure.	The Contracting Authority refers to the answer to Question 82.
91	Variation by Client CoC Clause 11.1 (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	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.	The Contracting Authority refers to the answer to Question 89. The impact of a Variation, including any additional costs, 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. The proposed amendment to Clause 11.1 is not accepted; the existing contractual provisions remain unchanged.
92	Defects Correction CoC Clause 10.2 (c) (c) (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	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	The Contracting Authority agrees that the Contractor can be given the first opportunity to rectify any defects itself,

No	Subject	Question	Answer
		to the potential impact on project timelines (and consequently, liquidated damages) as well as the associated costs.	granted it can be rectified demonstrably in a reasonable timeframe.
93	Defects Liability Period CoC Clause 10.2 (b) (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	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?	The Contracting Authority sees no reason to reduce the Defects Liability Period to twelve (12) months. The existing contractual period and other provisions remain unchanged. Please also refer to the answer to Question 51.
94	Wreck Removal CoC Clause 4.8 (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Can obligation to remove equipment/debris be limited to seabed level. Any object "to at least 0.5m below the seabed" could exponentially increase recovery efforts and costs.	The Contracting Authority sees no reason to limit the obligation to remove lost equipment or debris to seabed level. The existing contractual provisions shall remain unchanged. Please also refer to the answer to Question 53.
95	Indexation Draft Contract Clause 3.5 (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Can the indexation be made possible before February 2029? For example yearly indexation on anniversary.	The Contracting Authority does not accept additional indexation arrangements. Price indexation shall be permitted exclusively in accordance with the conditions set out in article 3.5 of the Draft Contract.
96	Fuel Correction Draft Contract Clause 3.4 (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Can the threshold in the Fuel Correction mechanism be lowered to 10%?	The Contracting Authority sees no reason to lower the threshold of the fuel correction mechanism to 10%. The existing contractual provisions shall remain unchanged.
97	2.3.5 Bathymetry	MBES deliverables include: a28 Water Column Data over wrecks and obstacles. As during survey the presence of wrecks and obstacles are not known, this requirement in principle specifies to acquire water column data over the full survey area or conduct additional survey over identified locations. Both elements will add operational and processing costs that cannot be specified in Annex 4. Can RVO clarify how this is to be dealt with in BOQ or confirm that when event occurs, these will be treated as variation to the contract.	The acquisition of water column data has been removed from the Scope of Work. The Contracting Authority refers to clarification no. 2 at the beginning of this MOI.
98	SOW UXO	SOW states that CS-OOO guidelines are to be followed both with regards to data acquisition and data processing. The CS-OOO guidelines prescribe that a CS-OOO certified person is to guide all aspects of the investigations. Is it the intention of RVO to have a CS-OOO certified official on vessel for full survey?	The Contractor must provide an CS-OOO-certified surveyor for the full survey during acquisition.

No	Subject	Question	Answer
99	SOW 2.2.4 UXO assessment and measure	Is it correctly understood that a UXO survey is to be conducted and can RVO confirm that a 90 m line spacing is sufficient to detect the anticipated (the risk of presence of UXO figure 125 of the UXO DTS) 0.1-0.5 pUXO per km2 and acceptable for ALARP sign-off under CS-OOO guidelines?	RVO will not confirm or deny that at this stage, since this is not relevant for the GP works. The Lot 1 Contractor will acquire magnetic data as specified in the Tender Documents. ALARP sign-off depends on the activities for which this required, such as jacking, foundation installations or geotechnical works, and ALARP certificates will be produced under future contracts depending on the works of those contracts.
100	Annex 4-A Lot 1	Can you please provide instruction on line item 4.1: "tie line approved data delivery". Can you please inform what is required?	The Contracting Authority refers to Clarification No. 1 at the beginning of this MOI.
101	SOW General SOW	High resolution bathymetric and backscatter survey (snippets, and water column when required). As water column data is quite data intensive, continuous acquisition will be a significant operational burden. Can you please inform when / where this will be required?	Acquisition of water column data has been removed from the Scope of Work. The Contracting Authority refers to Clarification No. 2 at the beginning of this MOI.
102	SOW chapter 1.6	Survey contractor is expected to provide: "Co-creation and providing assistance where required to the Lot 2 Contractor, who will integrate the datasets". Can you please further specify the requirements for co-creation and assistance to the lot 2 contractor?	The aims of both surveys are the same: "The aim of the geophysical investigations is to obtain seabed and sub-seabed information, contribute to the geological understanding of Sa 6/7. This information is, in turn, expected to be suitable for the planning and preparation of geotechnical investigations for the subsequent integration into a ground model to progress the basic/FEED design and installation requirements for offshore wind farms, including, but not limited to, foundations and cables."(section 1.6, Scope of Work). Co-creation of the final deliverables set out in this scope means an open attitude in reasonably assisting all stakeholders into the goals set out in this Tender. Regarding the assistance: it is expected that the Lot 1 Contractor will transfer the required data and information completely and promptly to ensure that the Lot 2 Contractor can meet its deliverable deadlines. Meetings between the two Contractors with the Client are expected to meet the associated co-creation and assistance requirements.

No	Subject	Question	Answer
103	SOW chapter 1.4 (Lot 1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Following obligation of contractor is stated: "After contract award, Contractor must request cable and pipeline data themselves from Rijkswaterstaat, since this is not public information any longer". As the data is no longer public information, contractor will as part of the public not been entitled to receive this information without a good cause. As this data may be defined to be treated as "departementaal vertrouwelijk" in near future, can RVO confirm it will support contractor in application and whether the reception of this data is conditional to ABDO or ABRO compliant security systems are in place?	Contractor is responsible for collecting the data. RVO confirms it will assist in acquiring the relevant data from Rijkswaterstaat (RWS) by substantiating why Contractor requires these data, and by helping to answer any raised questions by RWS.
104	Lot 2 - Data Processing (Lot 2 3D UHRS Seismic Survey)	It is unclear what is supposed to be the full processing in contrast to the fast track and the QC processing. Can you please clarify the following: The Table 6 in the Lot2 Scope of work document distinguishes between end of line quality checks, fast track processing that should be carried out within 48 hours of acquisition and then after completion of 800 kms or 7 days and last but not least 2 weeks after completion. However the text below only has details on a QC processing sequence. Which of the four categories in table 6 does that sequence correspond to and should it be applied on all acquired lines, only one subsurface line per sail line, or shall a cube be continuously updated? If this sequence is not the one for the 3D-UHRS Final stack processing, which additional steps are expected for the full processing?	For initial onboard testing and QA, 3 sail-lines and 1 brute stack for a single inline are to be signed off (section 2.5.5 of the Scope of Work). Separate from this, the QC processing sequence in Section 2.5.5 specifies the fast-track processing and quality assessment requirements in table 6. Acquisition QC shall be undertaken on all acquired lines to identify data-quality issues, coverage gaps and any requirement for reacquisition. A near-trace cube should be updated as acquisition progresses, to provide a continuous view of 3D data quality and coverage and to identify potential deficiencies early. This is a QC tool and does not replace the required fast-track deliverables or full production processing. The final cube delivery frequency depends on the completion of survey block, the size of which is to be proposed by Contractor. The full production processing sequence shall be separately proposed in the PEP and applied to the complete dataset to generate the required final 3D-UHRS stack and associated deliverables.

No	Subject	Question	Answer
105	Tender Document Sa 67 GP_F, Section 5.4 - Vessel Availability at Contract Award (Lot 1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Would a Tender remain compliant if the proposed vessel remains subject to availability confirmation at the time of Contract award	The answer to this question is provided in section 3.2. of the Tender Document: "Any variation must, as a minimum, provide the same or better quality and/or performance than the vessel(s), tools and equipment included in the Tender. "
106	Tender Document Sa 67 GP_F, Section 5.3 and Section 5.4 Personnel and Resource Availability (Lot 1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Must all proposed personnel and resources be firmly committed at Tender submission, or may their availability be confirmed at Contract award?	Firmly committed can be interpreted in many ways. RVO clarifies that any changes to personnel and resources are subject to the applicable procedures, such as variations and personnel replacement forms (see templates in Annex 5 Section VI)
107	Annex 5 - Section IV Section 2.3.5 - MBES Coverage	Annex 5 - Section IV (Section 2.3.5) specifies MBES Coverage of 120%, and IHO Special Order: 100% (Bh9)? Which requirement does prevail?	The scope of work acquisition coverage of 120% is expected. 100% coverage with good post-processed data is required.
108	Tender Document Sa 67 GP_F, Tender requirements; Annex 5-I Draft Contract Sa 67 GP_F, Contract hierarchy - (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	May Tenderers submit contractual qualifications or proposed amendments without rendering their Tender non-compliant?	The Contracting Authority confirms that Tenderers must submit their Tenders in full compliance with the Tender Documents, including the Draft Contract and its annexes. Contractual qualifications, reservations or proposed amendments that make a Tender conditional upon acceptance of deviations from the Tender Documents are not permitted. Such deviations may render a Tender non-compliant and may result in its rejection. Any requests for amendments or clarifications must be submitted during the clarification phase in accordance with the Tender Document. Only amendments expressly adopted by the Contracting Authority shall apply.
109	OCR's - Annex 5 - Section IV Section 2.3.5	Annex 5 - Section IV (Section 2.5.1) specifies up to 2 Offshore Client Representatives, whereas Tender document (Section 3.2) states 2. Can Client confirm whether 1 or 2 OCR's are required? If 2xOCR's are required, would cabin sharing be acceptable?	There must be accommodation for two (2) OCR's. Cabin sharing between two OCR's is acceptable. The intention is to have one (1) OCR per vessel with their own cabin, but the accommodation must be suitable for two (2) OCRs.
110	Sensor steering node	Which sensor would Client want to select as the primary sensor for the steering node? And what are the requirements for the off-track tolerances?	The Contracting Authority expects the linespacing to be chosen so to meet the required coverage and data quality criteria for MBES and SSS, with a maximum primary line spacing of 90m and a maximum cross-line spacing of 420m.

No	Subject	Question	Answer
			Tenderer is expected to substantiate its chosen line spacing in relation to these coverage requirements. The SBP can be considered the steering node for the pre-plotted lines, with the track offset of the magnetometer being as small as possible. The Contracting Authority clarifies that an off-track tolerance of +/- 5m should be maintained. Short-duration excursions of up to 10m can be accepted, provided that data quality is not affected and the resulting track geometry remains within the defined maximum primary line spacing and maximum cross-line spacing. It is expected that line spacing will be adjusted where necessary to maintain the specified MBES and SSS coverage requirements.
111	Tender Document Sa 67 GP_F, Variants - Contractual Qualifications and Variants (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Please confirm whether contractual qualifications or a vessel-availability caveat would be treated as a prohibited variant.	The Contracting Authority confirms that tenders must comply fully with the requirements and conditions set out in the Tender Documents. Contractual qualifications, reservations or conditions, including caveats relating to vessel availability, are not permitted where they deviate from or make acceptance of the Tender Documents conditional. Such qualifications or caveats may render a tender non-compliant and may result in its rejection. Variants are not permitted.
112	Platform E18-A remanants	Can Client advise if any remnants of Platform E18-A will impact the survey, especially with regards to towed sensors?	Whether the remnants will impact the survey cannot be confirmed at this stage. Please include this zone in the proposal and note that payment is subject to the Pricing Schedule and Annex 4 (per block per km2). Some guidance can be provided in this MOI: publicly available information indicates that the platform has been removed. Since the E18-A location is part of the scope, this area is expected to be surveyed, and any findings are expected to be reported. If Contractor has concerns about the safety of its personnel, vessel and equipment in this area, contacting Rijkswaterstaat (RWS) and the former E18-A operator is recommended, as part of Contractors HSE due diligence.

No	Subject	Question	Answer
113	Grab Sampling Scope of Work	"The overarching goal of the choice and setup of the sampling equipment is to sample as much sediment as possible with minimal disruption". The analysis of the sediment requires only a small amount of sediment, does Client mean that the surface of the sediment in the grab should be as undisturbed as possible? If not, can Client elaborate as the van Veen grab would disturb the surface of the sediment.	Contractor shall offer the sampling method which will support seabed classification as highlighted in the Scope of Work. Industry-standard and commonly used equipment, such as a Van Veen grab is acceptable. Keep in mind that, as stated in the Tender Document, the equipment is subject to evaluation.
114	Grab Sampling Scope of Work	Can Client quantify "Sufficient sample of wet weight"?	This depends on the tests to be performed by Contractor and the methods used. There must be sufficient sample weight for the tests specified in the Scope of Work.
115	Grab Sampling Scope of Work	Organic content shall be analysed by dichromate or loss on ignition when samples show signs of organic material. Samples to be analysed for organic content shall be suggested by the Tenderer and approved by the Client. Can Client advise on quantity of organic content test to take into account?	At least one organic content test must be performed per sample.
116	Grab Sampling Scope Personnel - Annex 5 - Section IV Section 2.3.7	ITT requires geologists on board where subcontractors provide environmental scientists/ecologist with certified capabilities and/or with multiple years of experience in sediment sampling for Benthic surveys to complete work on board. Is it acceptable by Client?	If the knowledge and experience with sediment sampling and classification is sufficiently substantiated, this is acceptable.
117	MMO/PAM	1. The Tender Document requires all acoustic equipment to be stopped in the event that a harbour porpoise is spotted from the vessel bridge. Can Client confirm whether observation may be carried out by suitably instructed/trained vessel bridge personnel, or whether Tenderer is required to provide a dedicated Marine Mammal Observer (MMO). 2. Does the Client require PAM system during night hours with limited visibility? 3. If (2) is confirmed, would Client be open to remote PAM operator during night shift, in order to limit offshore personnel during?	1. Typically suitably trained personnel is appropriate. However, this is still subject to the environmental exemption. For pricing purposes, Tenderers should assume that a dedicated Marine Mammal Observer (MMO) is required. 2. The Contracting Authority confirms that a PAM system is required during night hours when visibility is limited. 3. Yes, provided that the requirements of the environmental exemption are met.
118	Sustainability - Tender Document	Tenderer wants to clarify whether offshore/onshore personnel travelling for work premises from outside the Netherland to worksite in the Netherlands are excluded from	The Contracting Authority clarifies that the requirements regarding travel under Section 3.1 of the Tender Document also apply to personnel travelling from outside the

No	Subject	Question	Answer
		the definition of " travel is required for the performance of the Work".	Netherlands, where such travel is required for the performance of the Work.
119	UEA form	Could Client provide the UEA (also known as ESPD) in English?	The Contracting Authority confirms that the European Single Procurement Document (ESPD) is available in TenderNed. An English version of the ESPD is not available.
120	Transit & Calibrations - Annex 4 - Cycle & Rates	Can Client confirm that transit during mobilisation and demobilisation, as well as equipment calibrations, shall be included under Item 1? If confirmed, can Client clarify whether the term "transit" under Item 2 – Survey Operations (including transit to/from site, excluding WoW) – refers exclusively to in-field transit between survey locations?	Completion of mobilisation is described in section 2.3.1 of the Scope of Work, and must include transit and calibrations. All costs must be included in Annex 4. This includes transit to and from the site, as well as in-field transit.
121	Weather downtime - Annex 4 - Cycle & Rates	Can Client confirm that Weather downtime during mobilisation, transit, calibration and demobilisation is to be included under item 5.1?	All costs must be included in Annex 4. For waiting on weather payments, the Contracting Authority refers to the answer to question 124.
122	Subject matter of the contract - Annex 5-I Draft Contract Sa 67 GP_F Section 1	One of the listed documents is the 'Memorandum of Information'. Can Client precise the content of this document?	That is this present document, in which questions, submitted by potential Tenderers, are answered and clarifications are provided by the Contracting Authority. The answers in the MOI will supersede the related requirements.
123	Contract Price Definition - Annex 5-I Draft Contract Sa 67 GP_F - Section 2.2	Last paragraph of clause 2.2 of the Contract Agreement - Can Client clarify the definition of the term "Contract Price", does it refer to the Client budget or the updated Contract price including variation of orders?	The Contracting Authority clarifies that the term "Contract Price" is given in Annex 1 - Definitions, which reads: "the total price offered by the Contractor and accepted by the Client for the performance of the Work in accordance with the Contract, as specified in the Pricing Schedule and subject only to adjustments expressly permitted under the Contract."
124	Weather delay mechanism - Annex 5-II Conditions of Contract Sa 67 GP_F - Section 1.29	Can Client clarify whether it is a lump sum based on proposed weather days or on actual encountered weather days using Waiting on weather day rate?	The Contracting Authority clarifies that Waiting on Weather (WoW) may be invoiced on the basis of the actual qualifying weather days, at the applicable WoW rate, up to the maximum Weather Provision specified in Annex 4. The Weather Provision constitutes the maximum number of weather days eligible for payment under this arrangement. Actual weather days exceeding this maximum are not eligible for additional WoW compensation under this provision. The existing contractual provisions regarding standby,

No	Subject	Question	Answer
			suspension and other applicable arrangements remain unchanged.
125	Suspension rate - Annex 5-II Conditions of Contract Sa 67 GP_F) - Section 13.4	In case of suspension, can Tenderer provide an applicable stand-by day rate (meaning Tenderer can amend the bill of quantity) for Client to use?	The Contracting Authority does not accept the proposed amendment to the Bill of Quantities to include an additional standby day rate for suspension under Clause 13.4 of the Conditions of Contract. Any additional costs arising from a suspension shall be assessed in accordance with the applicable contractual provisions and, where relevant, addressed in a Variation Order. The existing contractual and pricing provisions shall remain unchanged. Furthermore, please refer to question 89.
126	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Section 2.3.7, Grab Sampling - L1-01. Grain-Size Analysis Standard	Please confirm the applicable grain-size analysis standard and whether a current equivalent or superseding standard may be used.	The applicable grain-size analysis standard is to be proposed by Tenderer and subject to Client approval.
127	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Section 2.3.4, MBES acquisition and processing - L1-02. Bathymetric Grid Resolution	Please confirm whether the final 25 cm bathymetric grid may be generated from data meeting the specified six-soundings-per-cell density at 50 cm resolution.	The Contracting Authority confirms that the final 25 cm bathymetric grid may be generated from data meeting the specified minimum density of six soundings per cell at 50 cm resolution.
128	Annex 5-I Draft Contract Sa 67 GP_F , Section 42 - Liquidated Damages	Contract refers to key dates with* in annex 6 - Section IV. Tenderer cannot find this annex in the ITT neither key dates with *. Can Client clarify if these key dates are the same as in Annex 4 – Cycle & Rates? If yes, are all these dates considered as key dates?	The Contracting Authority confirms that the reference in Clause 42(a) of the Conditions of Contract is incorrect. The correct reference is to Chapter 3 (Cycle Times and Key Dates) of Annex 5-III-A and Annex 5-III-B (Pricing Schedules), respectively. This reference will be corrected. Not all dates listed in the Pricing Schedules are automatically subject to Liquidated Damages. The Contracting Authority will clarify which Key Date(s) are subject to the Liquidated Damages provisions. The Contracting Authority also refers to the answer to question 27.
129	Annex 5 - Section IV, Section 2.3.5 - Offshore processing	Annex 5 - Section IV (Section 2.5) specifies that field data processing shall be undertaken onboard. Tenderer's standard procedure is to operate processing remotely. Tenderer has a strong track record proving experience and	The Contracting Authority confirms that remote data processing is acceptable.

No	Subject	Question	Answer
		results with remote data processing. Would Client accept this?	
130	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Section 1.4 and MBES processing requirements - Subject: Lot 1 – Vertical Reference Models	Must both specified vertical reference models be applied during real-time processing, or may the secondary model be applied during final processing and delivery?	The secondary model (MSL) may be applied during final processing and delivery.
131	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Section 2.3.5 - Subject: Lot 1 – Multi-Spectrum Backscatter	Please clarify the multi-spectrum backscatter requirement and confirm whether it is mandatory.	Please refer to the guidance section. Snippets are to be delivered with full coverage.
132	Annex 3-A Project Team Vessel and Equipment Lot 1 Sa 67 GP_COMPANY_F	Annex 3 mentions SHEQ Manager part of the offshore Team. Is it acceptable by Client for Tenderer to provide only onshore SHEQ manager? Please see below Tenderer's process : Tenderer will appoint a dedicated onshore Project SHEQ Manager to provide continuous SHEQ oversight and support to the Project Manager and offshore team. Day-to-day SHEQ implementation offshore will be managed by the Party Chief and Vessel Master, in accordance with the Project HSE Plan. This offshore presence is complemented by active onshore SHEQ oversight, including review of safety reports, incidents, observations, HIRAs and corrective actions. Regular toolbox talks, HIRAs, shift handovers and SHEQ meetings will maintain effective SHEQ communication and control onboard. Onshore SHEQ personnel may also attend the vessel at key stages or when required, providing additional assurance without the need for a permanently dedicated offshore SHEQ position.	This is not accepted. The key personnel requirements will remain as specified in Annex 3. Personnel may fulfil multiple roles, provided that this is adequately substantiated.
133	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Sections 2.1.1 and 2.3.5 - Subject: Lot 1 – Water-Column Data Deliverable	Where water-column data are required, is delivery of the raw data sufficient, or are processed products also required?	Acquisition of water column data has been removed from the scope. The Contracting Authority refers to Clarification No. 2 at the beginning of this MOI.
134	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Section 2.5.1; Tender Document Sa 67 GP_F, Manned Vessel Requirements - Subject: Lot	Please confirm the maximum number of Client Representatives for whom accommodation and workspace must be provided on each Lot 1 vessel.	The Contracting Authority refers to the answer to question 109. Accommodation and workspace must be available for a maximum of two Offshore Client Representatives (OCRs) per vessel.

No	Subject	Question	Answer
	1 – Client Representative Numbers (Lot 1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)		
135	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Section 2.5.1 - Remote Client Representation (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)	Would the Client accept real-time participation through the Contractor's Remote Operating Centre in place of some or all onboard Client Representatives?	This is permitted for remote Client representation, for example in the case of USV operations. The OCR has to be where operations are controlled. If this is the vessel they will need to be on the vessel, if there is a remote centre (for unmanned vessel) this can be the ROC.
136	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Reporting and Charting Deliverables - L1-09. Number of Geological Cross-Sections	Please confirm whether the expected minimum is 50 geological cross-sections in total, comprising 25 inline and 25 crossline sections.	The Contracting Authority confirms that a minimum of 50 geological cross-sections is required, comprising 25 inline and 25 crossline sections, as specified in the Scope of Work.
137	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Reporting and Charting Deliverables - Cross-Section and Chart Scales	Please define the required scales for the geological cross-sections, geohazard charts and seabed charts.	The scales of the cross-sections and charts depend on the results of the survey. All relevant interpreted horizons must be clearly visible in the cross-sections. Furthermore, the charts must be presented at a scale such that allows individual targets to be identified.
138	Annex 5-II Conditions of Contract Sa 67 GP_F - Weather Conditions Definition	Section 1.29 : Please, consider including '[…] such as current or limited visibility' in the definition of 'WEATHER CONDITIONS'.	The Contracting Authority does not accept the proposed amendment to the definition of "Weather Conditions" in Clause 1.29 of the Conditions of Contract. The applicability of the contractual provisions relating to weather conditions shall be determined in accordance with the existing definition and the relevant contractual requirements. The existing contractual provisions shall therefore remain unchanged.
139	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Interpretation and Reporting Requirements - Interpretation Workshop Outcomes	Please confirm whether interpretation workshops may result in changes to agreed outputs or deliverable requirements.	The Contracting Authority confirms that interpretation workshops may result in changes to the exact outputs or deliverables, pending findings, and granted they still fall inside the goals of the assignment and the Scope of Work.
140	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Interpretation Workshops and Final Deliverables - Final Interpretation Workshop Timing	If interpretation is finalised at a workshop two weeks before delivery, will the Client allow additional time for completion of databases, metadata and final chart products?	No. Two weeks before delivery is the latest date. Contractor shall organise the workshops in such a way as to ensure that the final deliverables are submitted on time.
141	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Section 2.4.5,	May ArcGIS Pro .aprx files be submitted in place of legacy ArcMap .mxd files?	The Contracting Authority confirms that ArcGIS Pro .aprx files may be submitted instead of ArcMap .mxd files.

No	Subject	Question	Answer
	Geographic Information Systems - ArcGIS Project Format (Lot1 Seabed Survey and Lot 2 3D UHRS Seismic Survey)		
142	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Section 2.2.2.2	Section 2.2.2.2 Multiple vessels states: "A minimum overlap between the area covered by each vessel of at least 500 m is required. Acquisition parameters for each sensor, on each vessel, shall be meticulously recorded. For consistent backscatter data, changes to the MBES acquisition parameters should be avoided" Question: In case of multiple (identical) USVs acquiring data at the same time as force-multipliers, can the 500m overlap requirement be reduced?	The Contracting Authority accepts deviation from the 500m overlap only if USVs acquiring data at the same time act as force-multipliers, granted the positioning and elevation are the equal at the same positions, and provided calibrations are adjusted to demonstrate they are indeed force multipliers, and not only acquiring stand-alone data at the same time. There must be enough overlap on the data.
143	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, chapter 2.5.1	Chapter 2.5.1 Offshore Representation states: "In case of the use of a remote operating centre: The Contractor shall provide the Client Representative access to the remote operating centre; And "The Contractor shall provide adequate facilities for the offshore Client Representative including board and lodging, an office space, a PC of sufficient power and with applications loaded suitable for QA operations, communications system and an appropriate internet connection." The question (or clarity) is: Does lodging need to be provided for onshore client representatives as well, in the case of an USV operation, or does this only apply to offshore client representatives ?	The Contracting Authority clarifies that the requirement to provide board and lodging under Section 2.5.1 of Annex 5-IV-A applies to offshore Client Representatives. Where Client Representatives perform their duties onshore in connection with a USV operation, the Contractor is also required under this provision to provide board and lodging. The other applicable requirements regarding access to the remote operating centre and the provision of appropriate facilities remain in force.

No	Subject	Question	Answer
144	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Section 2.4.5 and Appendix A - GIS Metadata Template	Will the Client provide a metadata template or data dictionary defining the required layer, field and geoprocessing-history descriptions?	An example of a metadata template can be found in Annex 5-IV GIS files.zip.
145	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, chapter 2.3.5	In Chapter 2.3.5, no minimum contact size is defined under the 'Interpretation' heading as is done in 2.3.6 for side-scan sonar. Could a minimum contact size for MBES contact interpretation be provided?	Please refer to IHO S-44, edition 6, Matrix code Be6. Features equal to or larger than 1 m must be interpreted.
146	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, section 2.3.8 Magnetometry Survey	Section 2.3.8 states that *"the magnetometer would preferably not be towed piggyback from the Side Scan Sonar. The preference of the CLIENT would be deployment of the gradiometer from a separate tow point, using a separate tow cable."* Could the CLIENT please clarify the technical rationale behind this preference? Specifically, is the concern primarily related to positioning accuracy, potential sensor interference, or other operational considerations? Furthermore, could the CLIENT confirm whether a piggyback configuration would be acceptable under the following conditions: • The gradiometer frame is equipped with an independent positioning beacon to ensure accurate positioning. • Supporting evidence and references from previous projects can be provided, demonstrating that the proposed configuration meets or exceeds the specified technical and data quality requirements. We would appreciate confirmation of whether such a configuration would be considered technically compliant, provided the required survey performance and data quality can be demonstrated.	The Contracting Authority clarifies that the preference for deploying the gradiometer from a separate tow point using a separate tow cable is primarily intended to minimise the risk of magnetic interference from the Side Scan Sonar equipment, which could affect data quality and mask magnetic anomalies. A piggyback configuration is not excluded in principle, provided that the Tenderer demonstrates that the proposed configuration meets all applicable technical and data quality requirements of the Scope of Work, including positioning accuracy, magnetic sensitivity, signal-to-noise performance and survey coverage. An independent positioning beacon and supporting evidence from previous projects may be included to substantiate the proposed configuration. However, these measures do not, in themselves, constitute confirmation of technical compliance. Compliance will be assessed on the basis of the complete proposed survey methodology and the applicable Tender Documents. The Contracting Authority refers to the answers to questions 8 and 298.
147	Interpretation - Annex 5-II Conditions of Contract Sa 67 GP_F - Section 2.1	After the end of the first sentence, add: '[…] which shall not be unreasonably withheld or delayed.'	The Contracting Authority does not accept the proposed addition to Clause 2.1 of the Conditions of Contract. The existing contractual provisions shall remain unchanged.

No	Subject	Question	Answer
148	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Section 2.4.5 - GIS Tiling Standards	Are there prescribed tiling, naming or indexing standards for the GIS and raster deliverables?	No detailed tiling or block naming standards are provided. Naming conventions will be discussed during the kick-off meeting. Tiling is referred to as blocks in section 2.2.5 of the Scope of Work. The definition of blocks is detailed in Section 2.6.5. Document control requirements are detailed in Annex 5 Section VI (Quality Management Requirements). Blocks are typically named: Block A, Block B, etc.
149	Annex 5-II Conditions of Contract Sa 67 GP_F - Section 4.6 -Interference at worksite	The Contract Price does not include allowance for interference by the Client or third parties at the Worksite nor related interfaces or coordination. Clause 4.6 shall therefore entitle the Contractor to not only an extension of time, but also to additional compensation. Please, replace the second sentence of Clause 4.6 with: 'Contractor shall not be responsible for delays incurred due to providing such reasonable access, and shall be entitled to an extension of time and additional compensation for such.'	The Contracting Authority does not accept the proposed amendment regarding compensation or an extension of time for interference or cooperation at the worksite. The existing contractual provisions remain unchanged.
150	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, GIS Deliverables and Table 8 - Inclusion of Lot 1 GIS Deliverables	Must the Lot 2 GIS archive reproduce all original Lot 1 GIS deliverables, or only include integrated products generated under Lot 2?	The Lot 2 Contractor is not required to reprocess or reproduce the complete Lot 1 datasets or recreate the associated GIS deliverables. However, the relevant data and findings from Lot 1 shall be taken into account and integrated into the Lot 2 final GIS deliverables, as required by the Scope of Work. Any Lot 1 shapefiles used for this integration shall be included in the final Lot 2 GIS deliverables.
151	Annex 5-II Conditions of Contract[KH2.1] Sa 67 GP_F, Clause 30.1	The cap does not apply to liabilities under Clauses 15 (Taxes), 17 (Patents/IP), 20 (Insurance), 23 (Customs) and 26 (Liens), or to any indemnity given by the Contractor under the Contract. Propose deleting the Clause 30.1 proviso, these should all be subject to the liability cap. I.e. "Provided, however, that the above limitations under Clause 30.1(a) and Clause 30.1(b) shall not apply to any liabilities assumed by the Contractor under Clauses 15, 17, 20, 23 and 26, or to any indemnity given by the Contractor under the Contract and the limitation under Clause 30.1(b) shall not apply to any costs arising from any cause of action of the Client notified to the Contractor before the date of completion of the Work."	The Contracting Authority does not accept the proposed amendment regarding removal of the contractual exceptions to the liability cap in Clause 30.1. The existing contractual provisions remain unchanged.

No	Subject	Question	Answer
152	Annex 5-II Conditions of Contract Sa 67 GP_F - Section 4.6 - Variation	After 'Should any additional requirements stipulated by the Client, any new information that is brought to the notice of the Client or any unforeseeable changes to the statutory regulations applicable to the Work in question […]' add: '[…], due to Weather Conditions, or when the Contractor does not have free and unobstructed access to the Worksite (or any part of it) including fishing nets or fisheries, which […]'.	The Contracting Authority does not accept the proposed amendment to Clause 4.6 of the Conditions of Contract. Weather conditions and restricted or obstructed access to the Worksite, including interference from fishing activities or fishing gear, do not automatically constitute grounds for a Variation. Any entitlement to a Variation shall be determined in accordance with the existing contractual provisions, taking into account the specific circumstances. The existing contractual provisions shall therefore remain unchanged.
153	Annex 5-II Conditions of Contract Sa 67 GP_F - Clause 19.1(d):	Contractor is liable, 'notwithstanding' the negligence-based third-party indemnity in 19.1(c), for loss of or damage to third-party oil and gas facilities, wind turbine generators (including foundations), pipelines and cables and consequential losses, arising from or in connection with performance or non-performance of the Contract. Propose deleting: "loss of or damage to such permanent third party oil and gas production facilities, wind turbine generators including their foundations, pipelines, cables and consequential losses arising therefrom, as specified and defined in and in accordance with Section I - Agreement where such loss or damage is arising from, relating to or in connection with the performance or non-performance of the Contract. The provisions of this Clause 19.1(d) shall apply notwithstanding the provisions of Clause 19.1(c)."	The Contracting Authority does not accept the proposed amendment regarding deletion or limitation of the indemnity in Clause 19.1(d). The existing contractual provisions shall therefore remain unchanged.
154	Annex 5-II Conditions[KH4.1] of Contract Sa 67 GP_F - Clause 10.2(b):	Liability to rectify defects after offshore completion certificate is signed is limited to re-analysis/re-issuing of reports, unless the Work is 'substantially unusable' or data is lost through the Contractor's negligence, in which case remobilisation or refund applies. Propose adding a definition: "Substantially Unusable" means that the relevant data, when assessed against the specifications set out in the Scope of Work, cannot be used for its intended engineering purpose	The Contracting Authority does not accept the proposed definition of "Substantially Unusable" in Clause 10.2(b) of the Conditions of Contract. The existing contractual provisions shall therefore remain unchanged.

No	Subject	Question	Answer
		and cannot be remedied by re-processing, re-interpretation or supplementary data.”	
155	Annex 5-II Conditions of Contract Sa 67 GP_F - Clause 42	: LDs of 0.2% per day (Lot 1) / 0.1% per day (Lot 2) of Contract Price for each missed starred Key Date, capped at 10% of Contract Price in aggregate. Clause 42(b): payable 'without prejudice to all other rights and claims', including the right to demand performance, claim damages, and terminate. Propose amending Clause 42 as follows: If the Contractor fails to complete in accordance with the dates marked by * in the schedule of Key Dates in Chapter 3 of Annex [6] – Section IV (Scope of Work), and in compliance with the requirements of the Contract, and such failure continues for more than seven (7) days after the relevant Key Date, the Contractor shall be liable to the Client for Liquidated Damages. The amounts of such Liquidated Damages shall 0.1% for Lot 1 and NEW: 0.05% for each day that it fails to perform the Work as agreed. For clarity, Liquidated Damages shall apply to all dates marked by * individually provided that no Liquidated Damages shall accrue in respect of the first seven (7) days of delay against any Key Date. It is the responsibility of the Contractor to minimize knock-on effects of each delay. If, other than through Force Majeure, the Contractor is permanently unable to perform the Work as agreed or it is established beyond reasonable doubt that Contractor will not be able to achieve the Completion Date within the relevant dates mentioned in in Clause 42 (a), then the Liquidated Damages will be immediately payable in full taking into account the cap specified in Clause 42 (e) and Client shall be entitled to terminate the Contract under Clause 24.1(b). (b) The Liquidated Damages will be payable to the Client, without prejudice to all other rights and claims, including: (i)	The Contracting Authority does not accept the proposed amendment regarding making liquidated damages the exclusive financial remedy for delay under Clause 42. The existing contractual provisions shall therefore remain unchanged.

No	Subject	Question	Answer
		the right to demand that the Work be performed as agreed; (ii) the right to be compensated for damages (iii) the right to terminate the Contract. (c) All amounts of such Liquidated Damages for which the Contractor may become liable are agreed as a genuine pre-estimate of the losses which may be sustained by the Client in the event that the Contractor fails in its respective obligations under the Contract. (d) The Liquidated Damages will be payable to the Client as its sole and exclusive remedy in respect of the Contractor's failure to achieve the relevant Key Date and Client shall not be entitled to claim general damages for the same delay, save where such delay also constitutes a separate and independent breach entitling Client to terminate under clause 24. (e) For the avoidance of doubt, the Liquidated Damages liability shall not exceed ten per cent (105%) of the Contract Price in aggregate.	
156	Annex 5-II Conditions of Contract Sa 67 GP_F – Clause 24.3 en 24.4	Clause 24.1(a): Client may terminate for convenience at any time. Clause 24.4: on such termination Contractor is paid for Work performed plus non-cancellable committed costs, with no loss-of-profit recovery. Propose amending Clause 24.3 to insert a minimum notice period: If the Client gives the Contractor notice of termination of all or any part of the Work or the Contract, such notice shall specify an effective date not less than thirty (30) days after the date of the notice, whereupon the Contractor shall immediately: (a) cease performance of the Work or such part thereof as	The Contracting Authority does not accept the proposed amendments to Clauses 24.3 and 24.4 of the Conditions of Contract. The Contracting Authority sees no reason to introduce a minimum notice period of thirty (30) days in the event of termination for convenience. Client will apply a reasonable notice period based on the specific circumstances of the case. Furthermore, the Contractor's entitlement to payment following such termination remains governed by Clause 24.4. No additional compensation or payment entitlements will be introduced. The existing contractual provisions shall therefore remain unchanged.

No	Subject	Question	Answer
		may be specified in the notice; Conditions of Contract Page 30 of 41 (b) allow the Client or its nominee full right of access to take over the Work or the relevant part of the Work; (c) assign to the Client, or its nominee, to the extent desired by the Client all or the relevant parts of the rights, titles, liabilities and Subcontracts relating to the Work which the Contractor may have acquired or entered into. In the event of termination under Clause 24.1(b) or 24.1(c) the Client shall have the right to obtain completion of the Work or the relevant part of the Work by other contractors. Propose adding to Clause 24.4: In the event of termination under Clause 24.1(a) the Contractor shall be entitled to payment as set out in Section III (Pricing Schedule) for the part of the Work performed in accordance with the Contract together with such other payments and fees for those relevant commitments and obligations made by the Contractor that cannot be cancelled and the Contractor shall additionally provide all relevant information to the Client to fully substantiate such commitments and obligations. The Contractor shall make all reasonable effort to minimize any such commitments and obligations, such reasonable costs as agreed between the Parties at the time of termination. For the avoidance of doubt, the Client shall not be entitled to any refund or repayment of amounts properly invoiced and paid prior to the effective date of termination under this Clause.	
157	Annex 5-I Draft Contract Sa 67 GP_F - Draft Contract Clause 3.4	Fuel compensation only arises where actual bunkering price (B) exceeds baseline (A) by more than 30%, calculated as [B − (A × 1.30)] × C, and only for the offshore Work days included in the Pricing Schedule; additional days get no fuel compensation. Propose reducing the threshold from 30% to 10% Amending the day-count restriction to read:	The Contracting Authority does not accept the proposed amendments to Clause 3.4 of the Draft Contract. The threshold for fuel price compensation shall remain at 30%. Furthermore, the Contracting Authority does not accept the proposed extension of fuel price compensation to additional offshore Work days resulting from a Variation, Client-caused delay or an extension of time. Any contractual entitlements arising from such circumstances shall be assessed in accordance with the applicable

No	Subject	Question	Answer
		"The Contracting Authority shall only compensate eligible fuel costs for the number of offshore Work days included in the Pricing Schedule and for any additional offshore Work days reasonably required as a result of a Variation, Client-caused delay, or extension of time properly granted under the Contract. Any additional offshore Work days exceeding this number shall not qualify for additional fuel cost compensation."	contractual provisions. The existing fuel price compensation arrangement shall therefore remain unchanged.
158	Annex 5-I Draft Contract Sa 67 GP_F - Draft Contract Clause 3.5	Indexation only possible if an extension option is invoked, and only once during the extension period, requested at least 3 months before the end of the applicable Contract Period. Tender Document section 3.4.4: indexation may be requested once per calendar year, only in the month of October, regardless of extension status. Request clarification via the Memorandum of Information process, and propose the Draft Contract Clause 3.5 be aligned with Tender Document section 3.4.4 to read: 'Contractor may submit a request for indexation once per calendar year, in the month of October, relating to the prices and rates applicable from February of the following year, whether or not an extension option has been exercised.'	The Contracting Authority refers to the answers to question to question 95.
159	Annex 5-II Conditions of Contract Sa 67 GP_F - Clause 17.9	Client owns all copyright in results of the Work; Contractor assigns IP as it arises. Clause 39 ownership of Field Data and reperformance obligations. Propose amending clause 17.9: "The Client is the owner of all copyrights that may be exercised in relation to the results of the Work performed by the Contractor, irrespective of where and when they may be exercised. In pursuance of the Contract, upon payment in full of all relevant Contract Price, the Contractor assigns such intellectual property rights to the Client. The Client hereby accepts the assignment of these rights." Propose amending clause 39: "All Field Data obtained by the Contractor as set out in this	The Contracting Authority does not accept the proposed amendment regarding the proposed changes to the ownership and transfer of intellectual property rights under Clause 17.9. The existing contractual provisions shall therefore remain unchanged.

No	Subject	Question	Answer
		Contract shall become the property of the Client as from the time that any of the Field Data is obtained subject to payment in full of the relevant Contract Price. On completion of the Work, the Field Data shall be delivered to the address designated by the Client, or shall be processed by the Contractor if mutually agreed between the parties. 39.2 The Contractor shall be responsible for any damage to or loss of the Field Data until such time as such Field Data are delivered to the address designated by the Client. In the event of any such damage or loss, the Contractor, shall re-perform, at the Contractor's own expense, that portion of the Work sufficient to re-acquire or replace the damaged or lost Field Data. Prior thereto, the parties shall consult and prepare a schedule of the re performance required;. For the avoidance of doubt, the provisions of this Clause 39 shall apply to the damaged or lost Field Data irrespective of whether the Field Data has been damaged or lost offshore, onshore or in transit, or before or after any laboratory testing as required by this Contract."	
160	Tender Document Sa[KH10.1] 67 GP_F - Tender Document section 2.5	Where the Review Clause is applied, the Contracting Authority may unilaterally assign additional activities up to 50% of the maximum Contract value of the relevant Lot, with no automatic right to extension, payment or compensation. Propose a formal change control clause cross-referencing Clause 11 (Variations): "Any additional activities assigned under the Review Clause shall be implemented as a Variation under Clause 11 of the Conditions of Contract, including agreement of price and schedule impact with the Contractor before work commences, and shall not be a unilateral instruction to proceed without agreed compensation."	The Contracting Authority does not accept the proposed amendment. Additional activities under the Review Clause shall be governed by Section 2.5 of the Tender Document and the applicable contractual provisions. The Contracting Authority sees no reason to make the exercise of the Review Clause conditional upon prior agreement with the Contractor on price and schedule implications. The existing contractual provisions shall therefore remain unchanged.
161	Annex 5-II Conditions of Contract Sa 67 GP_F - Clause 44	Contractor bears all ground risk where a jack-up vessel cannot jack up at the intended borehole/CPT position; repositioning cost is 'deemed to be included' in the Contract Price.	The Contracting Authority does not accept the proposed amendment to Clause 44 of the Conditions of Contract. The costs of repositioning a jack-up vessel where it cannot jack up at the intended borehole or CPT location are deemed to be included in the Contract Price, in accordance with

No	Subject	Question	Answer
		Propose capping exposure: "Repositioning costs under this Clause 44 shall be included in the Contract Price up to a maximum of [X] repositioning events per Lot; any repositioning in excess of this number shall be treated as a Variation under Clause 11."	Clause 44. The Contracting Authority sees no reason to introduce a maximum number of repositioning events or to automatically treat additional repositioning as a Variation under Clause 11. The existing contractual provisions shall therefore remain unchanged.
162	Annex 5-II Conditions[KH12.1] of Contract Sa 67 GP_F - Clause 13.1(c)	Client may suspend the Work (or any part) 'to suit the convenience of the Client'. Clause 13.4: Contractor is reimbursed for suspension not arising from its own default, in accordance with Clause 11 (Variations) absent other provision. Propose adding to Clause 13.4: "For the avoidance of doubt, reimbursement under this Clause shall include, without limitation, vessel standby costs, demobilisation and remobilisation costs, and any other costs reasonably and directly incurred by the Contractor as a result of the suspension."	The proposed unconditional entitlement to payment is not accepted. The Contracting Authority clarifies that 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. The existing contractual provisions shall therefore remain unchanged. The Contracting Authority refers to question 89.
163	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, Section 2.3.2.1 and MBES Deliverables - Authoritative Bathymetric Dataset	Where bathymetric products are delivered under both Lots, which dataset should be treated as the authoritative version?	Which bathymetric products are used for the PGM will be determined by the Client, following discussions with Client and both Contractors. This cannot be determined in the tender stage, since the decision depends on the quality of the collected datasets.
164	Annex 5-II Conditions of Contract Sa 67 GP_F - Section 13.4 - Force Majeure	Please, include '[…] including payment of rates as applicable for having the vessel in stand-by during such suspension period.' The same mechanism should apply to stand-by during Force Majeure, Clause 12.4 to be adjusted accordingly.	The Contracting Authority does not accept the proposed amendment regarding the proposed automatic application of standby rates to suspension and force majeure. The existing contractual provisions shall therefore remain unchanged.
165	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, Section 2.6.1 and Table 8 - GIS Deliverable Formats	Where the text specifies a geodatabase but Table 8 lists both shapefile and geodatabase outputs, are both formats required?	The Contracting Authority confirms that both shapefile and geodatabase formats are required, as specified in table 8 of the Scope of Work.
166	Annex 5-II Conditions of Contract Sa 67 GP_F - Section 19 - Indemnities	The Contractor proposes a knock-for-knock regime to apply, for that, in Clause 19.1 (c) please delete '[…], Client Representative or other temporary hires of Client,' and for the same reason, in 19.2 (b) remove 'and in so far Contractor is not liable according to clause 19.1 (c)' because the Client should be responsible under the knock-for-knock regime.	The Contracting Authority does not accept the proposed amendment regarding the proposed knock-for-knock amendments to Clauses 19.1(c) and 19.2(b). The existing contractual provisions remain shall therefore unchanged.

No	Subject	Question	Answer
		Please, change 19.3 to be an indemnity from the Client to the Contractor. Contractor should not be instructed to grab samples nearby third party fixed property, if Contractor is taking responsibility for damages to such.	The Contracting Authority also refers to the answer given to question 37 regarding Clause 19.3 of the Conditions of Contract.
167	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, Lot 1 Data Integration and GIS Deliverables - Reclassification of Lot 1 Features	May the Lot 2 Contractor refine or reclassify features interpreted under Lot 1 where supported by the integrated Lot 2 dataset?	This is acceptable, provided that any refinements or reclassifications are reported in the final deliverables. The Contracting Authority also refers to the answer to question 163.
168	Annex 5-II Conditions of Contract Sa 67 GP_F - Section 21 - Consequential loss	Please, extent the mutual exclusion to include all indirect consequential damages ("gevolgschade").	The Contracting Authority refers to the answer given to question 36.
169	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, GIS Deliverables - ArcGIS Project Format	May ArcGIS Pro .aprx files be submitted in place of legacy ArcMap .mxd files?	The Contracting Authority refers to the answer to question 141.
170	Annex 5-II Conditions of Contract Sa 67 GP_F - Section 24.4 - Termination fee	Please, after '[…] for the part of the Work performed in accordance with the Contract' include '[…], the agreed demobilisation costs, and a termination fee amounting to 10% of the unperformed Work'.	The Contracting Authority does not accept the proposed amendment regarding the proposed demobilisation compensation and termination fee of 10% of unperformed Work. The existing contractual provisions shall therefore remain unchanged.
171	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, Section 2.6.1 and Table 8 - GIS Data Model	Will the Client provide a geodatabase template and data dictionary defining mandatory fields, data types, descriptions and domains?	No. The requirements for the Lot 2 GIS geodatabase deliverables are specified in tables 4, 7, 8 and 9 (last column). Details concerning the mandatory fields, data types, descriptions and domains will be discussed during the project kick-off meeting.
172	Annex 5-II Conditions of Contract Sa 67 GP_F - Section 30 - Liability	In Clause 30.1, please replace (a) and (b) at the start with "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 one time the Contract Price."	The Contracting Authority sees no reason to limit the Contractor's cumulative liability under Clause 30.1 to one times the Contract Price as proposed. The existing contractual provisions shall therefore remain unchanged. See also the answer to Question 31.
173	Tender Document Sa 67 GP_F, page 21, Lot 2 Core Competences; Annex 2-B Reference contracts Lot 2	May the minimum 5 km² reference area comprise aggregated survey blocks completed under one project, or must it be one contiguous area?	The Contracting Authority confirms that the minimum reference area of 5 km² may consist of multiple survey blocks completed under one reference project. The survey blocks do not need to form one contiguous area, provided

No	Subject	Question	Answer
	Sa_67_COMPANY_F - Minimum Core-Competence Reference Area		that the combined area is at least 5 km² and the reference project demonstrably meets all other applicable core competence requirements for Lot 2.
174	Tender Document Sa 67 GP_F, page 32; Annex 3-B Project Team Vessel and Equipment Lot 2 Sa 67 GP_COMPANY_F, Annex 3d - Bin Size and Nominal Fold Definitions	Please confirm that bin size means the natural acquisition bin and nominal fold means native fold before flex binning or regularization.	The Contracting Authority confirms that bin size refers to the acquisition bin defined by the original survey geometry. The Scope of Work defines the minimum nominal fold as "native/acquisition" CMP fold, with a minimum of 24, and separately specifies a minimum effective fold of 12 everywhere. Contractor shall provide coverage plots showing hits per bin for both acquisition and final binning, including any effects of flex binning or regularisation.
175	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, page 34, Section 2.5.5 - Near-Trace Cubes-	Are near-trace cubes required only for onboard QC, or are they also a formal deliverable? If deliverable, please confirm the required frequency and offset range.	Near-trace cubes are specified as an initial onboard QC tool. Contractor shall provide a near-trace cube for each completed survey block as a formal deliverable, in addition to using it for onboard QC during acquisition. The Contractor shall propose the near-offset range, processing parameters and interim update frequency in the PEP for Client approval. The cube shall be supplied in a suitable digital seismic format with documented geometry and processing parameters. Please also consider the answer given to question 64 of this MOI.
176	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, page 30, Section 2.5.5 - Lateral Resolution Verification	Please confirm how lateral resolution will be verified and against which deliverable.	Lateral resolution will be verified against the proposed processing methodology, the acquisition configuration, fold plots and example seismic sections provided (and proposed) by Contractor. The Contractor will demonstrate that the acquisition geometry, source frequency content, binning and processing workflow are designed to achieve the specified lateral resolution of <10 m from seabed to 50 m below seabed and <25 m from 50 m to at least 100 m below seabed. The Contractor will also demonstrate, as required by the Scope of Work, that the application of 3D regularisation or Flex Binning preserves lateral and vertical resolution.

No	Subject	Question	Answer
177	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, page 30, Section 2.5.5 - Native CMP Fold	Please confirm that minimum nominal CMP fold is assessed at the native acquisition bin before flex binning or regularisation.	The minimum nominal (native/acquisition) CMP fold of 24 will be assessed using the native acquisition binning, prior to the application of Flex Binning or 3D regularisation during final processing. The Contractor will provide acquisition and final-binning coverage/fold plots to demonstrate compliance with the specified nominal and effective fold requirements.
178	SSS frequency - Annex 5 - Section IV Section 2.3.6	As Tenderer is assessing different solutions for seabed imagery, would Client be open to accept a single high frequency SSS / Multi-Aperture Sonar (≥ 600 kHz) with increased resolution and survey coverage efficiency, with MBES Backscatter being used for seabed classification?	The Contracting Authority refers to the answer to question 1. Backscatter is expected to be used for seabed classification, although SSS can assist.
179	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, pages 30, 33 and 34; Section 2.5.5 and Table 5 - Velocity Picking Interval	Please confirm whether a maximum velocity-picking grid of 250 m by 250 m is compliant.	A maximum velocity-picking grid spacing of 250 m × 250 m is considered compliant with the Scope of Work requirement for stacking-velocity CDPs to be picked at a minimum interval of every 250 m. The Contractor will ensure that the velocity analysis is sufficient to support the required resolution and interpretation of subsurface units, features and structures.
180	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, page 32, Section 2.5.5 and Table 7, Deliverable G6 - Onboard Brute Stack	Please confirm whether the onboard brute stack for a single inline is the same product as Deliverable G6.	It is not the same. The 48-hour brute-stack QC requirement in table 6 is intended to provide ongoing quality control during acquisition, enabling timely assessment of data quality and penetration alongside cumulative coverage and fold checks. Deliverable G6 is intended to comprise a collection of 2D SEG-Y brute stacks extracted from the 3D acquisition for Client-selected priority lines, for delivery as part of the survey deliverables. These shall be processed using the agreed brute-stack processing sequence defined in the PEP. The G6 priority-line deliverable is separate from, and does not replace, the ongoing 48-hour brute-stack QC requirement. The selection of priority lines and the delivery milestone must be agreed upon with the Client.
181	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, pages 16 and 29, Sections 2.2.1 and 2.5.5 - Data-Block Deliverables	Please confirm that Table 7 deliverables are required per block and that the proposed 4–20 block layout will be finalised with the Client after award.	The Contracting Authority confirms that the deliverables specified in table 7 are required per survey block and that the proposed layout of 4–20 blocks will be finalised with the Client after Contract award.

No	Subject	Question	Answer
182	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, pages 15, 29–31; Sections 2.3.2.1 and 2.5.5 - Effective Fold and Low-Fold Criterion	Please define "effective fold" and confirm whether the 4% low-fold limit is assessed per block, sail line, square kilometre or another area.	Minimum Effective fold is defined as the minimum required fold post-processing, which is not the same as nominal fold. Contractor shall propose the low-fold threshold and demonstrate its suitability using acquisition fold plots and the intended bin geometry.
183	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, pages 13 and 33; Sections 2.2.1 and 2.5.5, Table 6 - 48-Hour Fast-Track Deliverables	Do the 48-hour fast-track deliverables comprise coverage, fold and brute-stack products only, or must they also include a first-pass migrated volume?	A first pass migrated volume is not required every 48 hours.
184	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, Section 2.4.1; Tender Document Sa 67 GP_F, Manned Vessel Requirements - Client Representative Numbers	The Tender Document requires capacity for two Client Representatives, whereas Lot 2 states that two to four may be deployed during testing. Please confirm the maximum accommodation and workspace requirement per vessel.	A maximum of two Offshore Client Representatives (OCRs) is foreseen, one for each 12-hour shift.
185	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F, Section 2.4.1 - Remote Client Representation	Would the Client accept real-time participation through the Contractor's Remote Operating Centre in place of some or all onboard Client Representatives, including during testing?	The Contracting Authority refers to the answer to question 135.
186	Annex 5 - Section IV - Section 2.3.7 - Grab Sampling Scope of Work	Document states "Estimated amount of sample recovered per sample", does Client mean the amount lifted by the grab?	The Contracting Authority confirms that "Estimated amount of sample recovered per sample" refers to the estimated quantity of seabed material recovered by the grab sampler during each sampling operation. The quantity of material recovered must be sufficient to perform the proposed tests.
187	Tender Document, Section 3.3	Please confirm what is considered an "equivalent qualification" to BOSIET for personnel working exclusively onboard marine survey vessels. In particular, would valid STCW Basic Safety Training together with a valid seafarer medical certificate be accepted as equivalent for vessel-based offshore personnel in the Dutch North Sea?	GWO certification and sufficiently comparable qualifications, such as relevant STCW certification, combined with a valid medical certificate, are accepted.
188	Annex 3a	Please confirm whether the onshore QHSEE Manager and offshore Senior QHSSE Manager must be two separate individuals.	The Contracting Authority refers to the answer to question 132.
189	Annex 5-V Section 3.6.2	Please confirm which environmental permits/exemptions will be obtained and provided by the Client prior to mobilisation and indicate the expected timing for issuance of final permit conditions to the Contractor for incorporation into the HSEMP.	The Flora and Fauna exemption is to be provided by the Client before the end of mobilisation, as described in 2.3.1 of the Scope of Work, so before the end of testing. Please note that this is the only permit to be provided by

No	Subject	Question	Answer
			Client under the applicable Flora and Fauna regulations through the so called "Omgevingsloket".
190	Annex 5-V Section 2.7	Please confirm the review period required by the Client for each subsequent revision of the Seismic Processing Report.	Indicative review times are specified in the Tender Documents, such as but not limited to the Scope of Work and Annex 4. The exact time required for reviewing will depend on the quality of the submitted reports.
191	Annex 5-V Section 2.7	Could you please confirm whether all reports are required to be prepared exclusively in English?	The Contracting Authority confirms that all reports required under the Contract shall be prepared and submitted in English, unless expressly specified otherwise in the Tender Documents.
192	Annex IV-A, page 39	Could you please clarify whether preliminary zonation refers to a preliminary geological/geotechnical subdivision of the site based on the available geophysical and geological data, or if a different approach is intended?	The zonation is to be carried out by Contractor based on the geophysical data acquired and interpreted under the Work of this Contract.
193	Draft Contract (Clause 2.2)	We request that the following words be removed: "(or is threatened to be exceeded)", and the following be added: "In the event of such termination, the Contractor shall be entitled to payment for all Work performed, demobilisation costs, and all non-cancellable and reasonably incurred commitments."	The Contracting Authority does not accept the proposed amendments to Clause 2.2 of the Draft Contract. The Contracting Authority sees no reason to remove the wording "(or is threatened to be exceeded)". Furthermore, the Contractor's entitlement to payment or compensation in the event of termination remains governed by the applicable contractual provisions. No additional compensation entitlements will be introduced. The existing contractual provisions shall therefore remain unchanged.
194	Conditions of Contract (Clauses 6.1; 6.2)	We propose adding: "Contractor shall not be responsible for conditions, circumstances or requirements which could not reasonably have been identified from the information made available prior to Tender submission."	The Contracting Authority does not accept the proposed addition to Clauses 6.1 and 6.2 of the Conditions of Contract. The allocation of responsibilities and risks relating to the information made available during the tender procedure and the circumstances in which the Work is to be performed remains governed by the existing contractual provisions. The existing contractual provisions shall therefore remain unchanged.

No	Subject	Question	Answer
195	Conditions of Contract (Clause 4.4)	We kindly request the deletion of the phrase: "fit for the intended purpose". The Contractor can undertake to perform the Work in accordance with good industry practice and the agreed Scope of Work, but cannot guarantee a particular outcome or the suitability of the survey data for all future uses. The current wording imposes a fitness-for-purpose obligation, which is not appropriate for survey services.	The Contracting Authority does not accept the proposed deletion of the wording "fit for the intended purpose" from Clause 4.4 of the Conditions of Contract. The Contractor is required to perform the Work and provide the deliverables in accordance with the contractual requirements, including the intended purpose specified in the Contract. The Contracting Authority sees no reason to replace this obligation with an obligation based solely on good industry practice and compliance with the Scope of Work. The existing contractual provisions shall therefore remain unchanged.
196	Conditions of Contract (Clause 11.4)	We kindly request the deletion of the wording: "the claim shall be considered time barred". The current provision may result in the automatic loss of an otherwise valid claim due to an administrative delay in notification, even where the Client is aware of the relevant circumstances and has suffered no prejudice. This is disproportionate to the nature of offshore survey operations.	The Contracting Authority does not accept the proposed deletion of the wording "the claim shall be considered time barred" from Clause 11.4 of the Conditions of Contract. The notification requirements and associated time limits are intended to ensure that potential claims and their consequences can be assessed and addressed in a timely manner. The Contracting Authority sees no reason to remove the contractual consequence of failing to comply with these requirements. The existing contractual provisions shall therefore remain unchanged.
197	Conditions of Contract (Clauses 19; 30)	Would the Client consider making the indemnities under Clause 19 subject to the liability cap set out in Clause 30, and confirming that such cap represents the Contractor's aggregate maximum liability under the Contract? As currently drafted, a significant part of the Contractor's potential liability is excluded from the liability cap, which substantially limits the intended protection provided by Clause 30.	The Contracting Authority does not accept the proposed amendments to Clauses 19 and 30 of the Conditions of Contract. The Contracting Authority sees no reason to make all indemnities under Clause 19 subject to the limitation of liability set out in Clause 30, or to confirm that this limitation constitutes the Contractor's maximum aggregate liability without regard to the contractual exceptions. The existing contractual provisions shall therefore remain unchanged.
198	Conditions of Contract (Clause 24.1(a))	Would the Client confirm that, in the event of termination for convenience, the Contractor shall be entitled to reimbursement of reasonable demobilisation costs and non-cancellable commitments? The Contractor may incur costs that cannot be cancelled without charge.	The Contracting Authority confirms that, 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, as well as reasonable, demonstrable and unavoidable costs directly resulting from the termination, in accordance with the applicable contractual provisions. Demobilisation costs and non-cancellable commitments may

No	Subject	Question	Answer
			qualify for reimbursement to the extent that they meet these conditions. No additional fixed Early Termination Fee will be introduced.
199	Conditions of Contract (30)	Would the Client consider limiting the Contractor's aggregate liability under the Contract to 100% of the Contract Price? A liability cap of up to 300% of the Contract Price is disproportionate to the nature and value of offshore survey services and is significantly higher than market standard for a similar contract.	The Contracting Authority does not accept the proposal to reduce the Contractor's aggregate liability limit under Clause 30 of the Conditions of Contract from 300% to 100% of the Contract Price. The Contracting Authority refers to the answer given to question 31.
200	Conditions of Contract (35)	Would the Client consider taking its approval into account when determining the Contractor's responsibility? The current wording places full responsibility on the Contractor even where the relevant methodology, procedure or design has been approved by the Client.	The Contracting Authority does not accept the proposed amendment to Clause 35 of the Conditions of Contract. Approval by the Client of any methodology, procedure or design does not relieve the Contractor of its responsibilities and obligations under the Contract. The existing contractual provisions shall therefore remain unchanged.
201	Conditions of Contract (39)	Would the Client confirm that any liability under Clause 39 is subject to the liability cap in Clause 30? Clause 39 may expose the Contractor to significant costs associated with data loss and potential re-performance of survey works.	The Contracting Authority does not accept the proposal to make all liabilities and obligations under Clause 39 of the Conditions of Contract subject to the limitation of liability set out in Clause 30. The allocation of liability for data loss and any associated obligations to repeat or remedy the Work remains governed by the existing contractual provisions, including the applicable limitations and exceptions. The existing contractual provisions shall therefore remain unchanged.
202	Conditions of Contract (42(b))	Would the Client consider confirming that Liquidated Damages are the sole financial remedy for delay? The current wording allows Liquidated Damages, additional damages and termination rights to apply in parallel for the same delay event, resulting in disproportionate exposure for the Contractor.	The Contracting Authority does not accept the proposal to make Liquidated Damages the sole financial remedy for delay under Clause 42(b) of the Conditions of Contract. The rights and remedies available to the Client, including any rights to additional damages or termination, remain subject to the applicable contractual provisions. The existing contractual provisions shall therefore remain unchanged.
203	Draft Contract (3.5)	Would the Client consider allowing indexation based on vessel charter rates and other key offshore survey cost drivers, in addition to wage indexation? The Contract may	The Contracting Authority does not accept the proposal to introduce additional indexation mechanisms based on vessel charter rates, equipment costs, subcontractor costs or other

No	Subject	Question	Answer
		remain in force for up to four years, while a significant portion of the Contractor's costs relate to vessels, equipment and subcontractors rather than labour costs alone.	offshore survey cost drivers. The Contracting Authority refers to the answers to question to question 95.
204	Conditions of Contract (9.8)	Would the Client confirm that the requirement to provide replacement personnel within 24 hours applies only where reasonably practicable? Due to offshore logistics, travel restrictions and personnel availability, replacement within 24 hours may not always be feasible.	The Contracting Authority does not accept the proposed qualification of the 24-hour replacement requirement in Clause 9.8 of the Conditions of Contract. The Contractor remains responsible for ensuring the availability of suitable replacement personnel in accordance with the contractual requirements. The existing contractual provisions shall therefore remain unchanged.
205	Conditions of Contract (10.2)	We kindly request the following wording to be added to Clause 10.2(b): "The Client shall notify the Contractor of any defect within fourteen (14) days of becoming aware of such defect. Any period instructed by the Client for remedying a defect shall be reasonable and, save in emergency situations, shall not be less than fourteen (14) days. The Contractor shall not be required to rectify the same defect more than two (2) times. If the defect remains unresolved after the second rectification attempt, the Parties shall meet and agree an appropriate alternative remedy." The current wording does not specify any time limit for notifying defects after their discovery and allows the Client to unilaterally determine the time allowed for remedying a defect.	The Contracting Authority does not accept the proposed amendments to Clause 10.2(b) of the Conditions of Contract. The Contracting Authority sees no reason to introduce a fourteen (14)-day notification period, a minimum fourteen (14)-day period for remedying defects, or a maximum of two rectification attempts. The notification of defects and the Contractor's obligations to remedy them shall remain governed by the existing contractual provisions. The existing contractual provisions shall therefore remain unchanged.
206	Conditions of Contract (10.2(b))	Conditions of Contract (10.2(b)) We kindly request the deletion of the wording: "remobilising the vessel at its own cost" and replacement with: "the Parties shall agree an appropriate and proportionate remedy taking into account the nature of the defect and the costs involved." Remobilisation of a survey vessel may involve substantial costs that are disproportionate to the value of the defect identified. The appropriate remedy should be assessed on a case-by-case basis, taking into account the nature and impact of the defect.	The Contracting Authority does not accept the proposed amendment to Clause 10.2(b) of the Conditions of Contract. The Contracting Authority sees no reason to replace the existing obligation concerning remobilisation of the vessel at the Contractor's own cost with a requirement for the Parties to agree on an alternative remedy. The existing contractual provisions shall therefore remain unchanged.
207	Conditions of Contract (42(a))	We kindly request the deletion of the wording: "or it is foreseeable that Contractor will not be able to achieve the Completion Date". Liquidated Damages should only become payable in the event of an actual delay. The current wording	The Contracting Authority does not accept the proposed deletion from Clause 42(a) of the Conditions of Contract. The reference to foreseeable failure to achieve the Completion Date shall remain in place. However, this

No	Subject	Question	Answer
		could allow Liquidated Damages to be imposed before any delay has occurred, based solely on an assessment of a potential future delay.	provision does not mean that Liquidated Damages automatically become payable before the relevant contractual conditions for their application have been met. The existing contractual provisions shall therefore remain unchanged.
208	Draft Contract (12.2)	We kindly request that widespread GPS/GNSS jamming or spoofing events, governmental navigation restrictions, and other external interference with navigation or survey systems beyond the Contractor's reasonable control be included within the definition of Force Majeure.	The Contracting Authority does not accept the proposed amendment to Clause 12.2 of the Draft Contract. GPS/GNSS jamming or spoofing, governmental navigation restrictions and other external interference with navigation or survey systems shall not automatically qualify as Force Majeure. The Contracting Authority will assess whether an event qualifies as Force Majeure on a case-by-case basis, taking into account the exhaustive list of Force Majeure events set out in Clause 12.2 of the Conditions of Contract and the specific circumstances of the case.
209	Conditions of Contract (44)	Would the Client confirm that the Contractor shall not be responsible for subsurface conditions that could not reasonably have been identified from the information made available before Tender submission? The current wording allocates all ground risk to the Contractor, including risks that may not be identifiable based on the information available during the tender phase.	The Contracting Authority does not accept the proposed qualification of the allocation of subsurface and ground risks under Clause 44 of the Conditions of Contract. The Contractor's responsibilities in relation to ground conditions shall remain governed by the existing contractual provisions. The Contracting Authority does not confirm a general exclusion of responsibility for conditions that could not reasonably have been identified from the information available before Tender submission. The existing contractual provisions shall therefore remain unchanged.
210	Annex IV-A, page 44	Would it be possible to deliver the Master Map document in the .aprx format rather than .mxd, using Esri ArcGIS Pro instead of the legacy ArcGIS Desktop software?	The Contracting Authority refers to the answer to question 141.

No	Subject	Question	Answer
211	Annex IV-A, page 44	Would the Client be able to provide a geodatabase template and/or structure?	This will not be provided by Client, but shall be delivered by Contractor, subject to Client approval.
212	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Section 1.5	Section 1.5 states: "This SoW document covers Lot 1: Seabed Survey", although the document title and the remaining provisions relate to Lot 2: 3D-UHRS Survey. Please confirm that this is a typographical error and that the sentence should read: "This SoW document covers Lot 2: 3D-UHRS Survey."	The Contracting Authority confirms that the reference to "Lot 1: Seabed Survey" in Section 1.5 of Annex 5-IV-B is a typographical error and should read "Lot 2: 3D-UHRS Survey".
213	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 1.5 and 2.1	Section 1.5 refers to three tie-lines, each approximately 135 km long, whereas Section 2.1 describes two tie-lines: one crossing the Doordewind Wind Farm Zone and the Investigation Area in an east-west direction, and one crossing the Nederwiek Wind Farm Zone and the Investigation Area in a north-south direction. Please confirm whether the contractual scope of Lot 2 includes two or three tie-lines.	The Contracting Authority refers to Clarification No. 1 at the beginning of this MOI and the accompanying addendum regarding the revised tie-line requirements for Lot 2. The lengths can be taken from the associated shape files.
214	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 1.5, 2.1 and 2.3.2.2	Please provide the indicative coordinates, routes, individual lengths and total survey line kilometres of the tie-lines to be included in the Lot 2 tender price. If the final coordinates will only be established after contract award, please specify the maximum total tie-line length and total line kilometres that Tenderers should allow for in the lump-sum price. Please also clarify the contractual treatment of any increase beyond the stated pricing assumptions.	The Contracting Authority refers to Clarification No. 1 at the beginning of this MOI and the accompanying addendum regarding the revised tie-line requirements for Lot 2. The lengths can be taken from the associated shape files. Acquisition of the tie-line data is expected to take place during transit to and from the site, with some detours due to the revised tie-line requirements specified in Clarification No. 1 of this MOI. The cost of acquisition, processing and data delivery may either be included as transit costs under item 2.1 of Annex 4 and data deliverables under item 4.1 of Annex 4, or may be included entirely under item 4.1 of Annex 4.
215	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 1.5, 2.2.1 and 2.3.2.2, including Table 3	Section 1.5 and Table 3 indicate that the Lot 2 seabed survey scope comprises MBES, whereas Section 2.3.2.2 requires MBES, SSS, MAG and SBP systems to be active along the tie-lines and requires the acquired data to be processed and interpreted. Please confirm whether the Lot 2 Contractor is required to provide SSS, MAG and SBP equipment, acquisition,	The Lot 2 Contractor is not required to provide SSS, MAG and SBP equipment. The Lot 2 Contractor is expected to sail and deliver tie line reports. The Contracting Authority refers to Clarification No. 1 of this MOI regarding the revised tie-line requirements.

No	Subject	Question	Answer
		processing, interpretation and deliverables for the tie-lines in addition to the MBES and 3D-UHRS scope.	
216	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F.pdf, Sections 2.4.1 and 2.6.4; Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 1.9, 2.2.1, 2.6 and 2.7.5	Please provide the planned contractual milestone dates for the delivery of Lot 1 raw, processed and interpreted datasets to the Lot 2 Contractor. Please confirm whether the Lot 1 data will be delivered progressively by survey block or only after completion of the full Lot 1 scope.	The Contracting Authority refers to the Lot 1 milestone dates in the Scope of Work, tender document and Annex 4-I for expected delivery dates. The Contracting Authority clarifies that the Lot 2 Contractor may use the latest available Lot 1 datasets and interpretations for the development of the Preliminary Ground Model, provided that their revision status and any associated limitations are clearly identified. The final integrated deliverables for Lot 2 shall be based on the final Lot 1 datasets and interpretations made available in accordance with the applicable Scope of Work. Any revisions to the Lot 1 data that may affect the Lot 2 deliverables shall be assessed and incorporated in accordance with the contractual requirements.
217	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F.pdf, Sections 2.4.1 and 2.6.4; Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 2.2.1, 2.6 and 2.7.5	Please confirm which revision status of the Lot 1 datasets and interpretation must be used for the contractual Lot 2 integration and Preliminary Ground Model: preliminary, draft, Client-reviewed, Client-approved or final.	Client-approved final datasets are to be provided to the Lot 2 Contractor for the final PGM data integration.
218	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 1.9, 2.2.1, 2.6 and 2.7.5	Please define the procedure to be followed if the Lot 1 data are delivered later than required for the Lot 2 integration programme, or if the delivered data are incomplete, inconsistent, incompatible or unsuitable for incorporation into the Preliminary Ground Model. Please confirm whether the relevant Lot 2 reporting dates will be adjusted accordingly.	Any adjustment to the Lot 2 reporting dates, due to late, incomplete, inconsistent, incompatible or unsuitable Lot 1 data, shall be assessed in accordance with the applicable provisions of the Conditions of Contract.
219	Annex 5-II Conditions of Contract Sa 67 GP_F.pdf, Clauses 4.6, 11 and 42; Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 1.9, 2.6 and 2.7.5	Please clarify the contractual treatment of demonstrable additional processing, project management, standby, schedule or remobilisation costs incurred by the Lot 2 Contractor as a result of late, incomplete, inconsistent or unsuitable Lot 1 data, where the cause is not attributable to the Lot 2 Contractor.	Costs for additional processing and project management related to data integration should be included in the Lot 2 price. No additional mobilisation costs are expected for Lot 2 in the described circumstances, as the acquisitions are separate.
220	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 2.2.1 and 2.6, including the applicable	Please confirm whether the Lot 2 Contractor's obligation in relation to the Lot 1 SBP data is limited to time-to-depth conversion of the final processed SBP dataset using the Lot 2	The Lot 1 Contractor and the Client are principally responsible for the quality of the Lot 1 data provided to the Lot 2 Contractor.

No	Subject	Question	Answer
	integrated deliverables in Table 8; Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F.pdf, Sections 2.3.9 and 2.4.1	UHRS velocity model, or whether the scope also includes additional SBP processing, navigation or datum corrections, horizon repicking, gridding, reinterpretation and revision of the Lot 1 deliverables.	A certain degree of quality management is expected from the Lot 2 Contractor: due diligence shall be performed and reported, and a brief spot-check review is expected. Improvements to the Lot 1 data are not expected to be required or performed by the Lot 2 Contractor. Differences in SBP and UHRS data and interpretation shall be reported by the Lot 2 Contractor and discussed among all relevant parties. The Lot 2 Contractor shall substantiate which horizons are used in the final Lot 2 PGM.
221	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F.pdf, Sections 2.3.9, 2.4.1 and 2.6.5; Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 2.6 and 2.6.1	Please confirm that the Lot 1 Contractor will provide all information required for the Lot 2 SBP depth conversion and integration, including raw and final processed SBP data, complete navigation and heave data, applicable datum corrections, processing parameters, velocity assumptions, editable horizon picks, grids, polygons, interpretation projects and associated QA/QC records.	The Contracting Authority refers to the answer to question 220 and 333 for clarifications.
222	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Section 2.5.5, including Table 5	Please define how the minimum effective fold of 12 is to be calculated, including the treatment of regularised, reconstructed or interpolated traces.	The effective fold of 12 is a contractual minimum, and shall be demonstrated across the entire survey area based on the availability of usable seismic traces contributing to each CMP bin, following trace editing and data quality control. The minimum nominal (native/acquisition) CMP fold of 24 shall be achieved through the proposed acquisition geometry and native acquisition binning, prior to processing-related re-binning, flex binning or regularisation. For the purpose of demonstrating effective fold, regularised, reconstructed or interpolated traces shall not be counted as additional independent acquired traces. Where flex binning or regularisation is applied, the Contractor shall clearly document the methodology, including the treatment of trace redistribution, reconstruction and interpolation, and demonstrate the resulting coverage and preservation of the required lateral and vertical resolution. The Contractor shall provide coverage plots showing the number of hits per bin for both native acquisition and final binning, together with an explanation of the methodology used to calculate effective fold and demonstrate that the

No	Subject	Question	Answer
			minimum effective fold requirement of 12 is satisfied everywhere. Any areas where this requirement is not met shall be identified and addressed through an appropriate acquisition or processing solution, subject to Client approval. All requirements specified in Section 2.5.5 of the Scope of Work remain applicable.
223	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Section 2.5.5	Please confirm how the permitted 4% of low-fold bins will be calculated, including whether the threshold applies per survey block, per square kilometre, per final seismic volume or across the entire Investigation Area. Please also define the minimum acceptable fold per final bin and the maximum permitted dimensions and frequency of continuous low-fold gaps.	The minimum acceptable fold criterion for classifying a bin as 'low fold' shall be proposed by the Contractor, taking account of the acquisition geometry, the requirement for a minimum nominal (native/acquisition) CMP fold of 24, and the required data quality and resolution.
224	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Section 2.5.5	Please define the criteria that will trigger mandatory infill acquisition, including the applicable near-, mid- and far-offset coverage requirements. Please confirm whether an area may be accepted without infill where the specified penetration, signal-to-noise ratio, vertical resolution and lateral resolution have been achieved despite isolated deviations from the fold criterion.	Contractor shall propose measurable near-, mid- and far-offset coverage criteria based on the proposed acquisition geometry, streamer configuration and source settings. These criteria, including the definition of each offset range and the acceptable coverage threshold, shall be agreed with the Client before production acquisition and confirmed following offshore testing. Isolated deviations from the agreed low-fold criterion may be accepted without infill, where the Client is satisfied that the affected data meet the required penetration, signal-to-noise ratio, vertical and lateral resolution, and other applicable specifications. Such acceptance shall be subject to documented QC evidence and explicit Client approval.
225	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 2.5.1 and 2.5.5; Annex 5-II Conditions of Contract Sa 67 GP_F.pdf, Clause 11	The Scope of Work indicates that certain acquisition tolerances, low-fold criteria and infill requirements will be agreed at the Technical Kick-Off Meeting or confirmed following offshore testing. Please clarify the contractual and commercial treatment of additional infill that may become necessary as a result of criteria confirmed after contract award. Please state whether such work is to be included in the Contract Price, reimbursed using the applicable contractual rates, or instructed as a Variation under Clause 11 of the Conditions of Contract.	The infill requirements, minimum fold requirements and acquisition tolerances are specified in the Scope of Work. Contractor cannot invoice extra costs should extra sailing time be necessary to meet the infill requirements of the scope of the assignment. This risk is to evaluated and priced appropriately in Annex 4.

No	Subject	Question	Answer
226	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F.pdf, Sections 1.5, 2.3.5 and 2.6.5; Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 1.5, 2.3.2.1, 2.5.4 and 2.7.6	If Lot 1 and Lot 2 are awarded to the same Contractor, please confirm whether one higher-resolution MBES acquisition that satisfies the requirements of both Lots may be used for both scopes, provided that the data are available in time to support the Lot 2 UHRS acquisition, processing and source/receiver height compensation.	This is not accepted. MBES on both vessels is required for accurate seafloor picking during Lot 2 interpretation, as well as for identifying any depth inaccuracies. Furthermore, the proposed approach is impractical and unsafe during survey operations.
227	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F.pdf, Sections 2.3.5 and 2.6.5; Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 2.3.2.1, 2.5.4 and 2.7.6	If one MBES acquisition may be used for both Lots, please confirm which requirements will govern the combined acquisition, including line spacing, minimum coverage, overlap, sounding density, grid resolution, backscatter, water-column data, object detection, repeat transects, processing, interpretation and final deliverables.	The Contracting Authority refers to the answer to question 226. The Acquisition of water column data has been removed from the Scope of Work. The Contracting Authority refers to Clarification No. 2 at the beginning of this MOI.
228	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F.pdf, Sections 1.9 and 2.6.4; Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 1.9 and 2.7.5	Please confirm whether the Lot 1 reporting period of 8 to 16 weeks and the Lot 2 reporting period of 20 weeks refer to: submission of the first draft report; submission of the complete draft report and accompanying data package; submission of the Client-approved final report; or submission of the final accepted report together with all contractual deliverables.	The Contracting Authority refers to Item 4e under Deliverables in Annex 4-I and Annex 4-II, which states that this is the expected timeline for the draft report and deliverables.
229	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F.pdf, Sections 1.9 and 2.6.4; Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 1.9 and 2.7.5	Please clarify how the reporting periods measured from completion of fieldwork or demobilisation interact with the desired completion date of 31 October 2028 and the ultimate completion date of 31 December 2028. Where the applicable relative reporting period results in a date later than one of the stated calendar dates, please confirm which requirement takes precedence.	The Contractor shall propose its schedule, which must fall within the ultimate date, preferably within the desired dates. Furthermore, the Contracting Authority refers to Annex 4.
230	Annex 5-II Conditions of Contract Sa 67 GP_F.pdf, Clauses 1.28 and 42; Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F.pdf, Section 1.9; Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Section 1.9	Please provide a consolidated schedule identifying each contractual Key Date applicable to Lot 1 and Lot 2, including the relevant Scope of Work reference, required deliverable, applicable date and confirmation of whether the date is subject to Liquidated Damages under Clause 42 of the Conditions of Contract.	The Contracting Authority confirms that Liquidated Damages under Clause 42 apply exclusively to Milestone 4i – Issue Final Interpretation Report. Annex 4 must be completed and submitted with the Tender and includes the other relevant planning dates. The Contracting Authority also refers to the answer to question 27.
231	Annex 5-II Conditions of Contract Sa 67 GP_F.pdf, Clauses 4.6, 11 and 42; Annex 5-IV-B Scope of Work Lot	Please confirm how the relevant Lot 2 Key Dates and any associated Liquidated Damages will be treated where achievement of a Lot 2 milestone depends on the timely	The Contracting Authority refers to the answers to questions 27 and 218. Any adjustment to the Lot 2 Key Dates, due to delays in the availability or suitability of Lot 1 data, shall be assessed in

No	Subject	Question	Answer
	2 Sa 67 GP_F.pdf, Sections 1.9, 2.6 and 2.7.5	delivery, completeness and suitability of data to be provided under Lot 1.	accordance with the applicable provisions of the Conditions of Contract.
232	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F.pdf, Sections 2.6.4 and 2.6.5; Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 2.7.5 and 2.7.6	Please confirm whether a complete copy of all raw, processed, interpreted, GIS and project data is required with each draft and final report revision. Alternatively, please confirm whether the Client will accept: a complete data package with the first draft report; delta packages containing only revised or additional files with subsequent draft revisions; and a complete consolidated data package with the final report.	A complete copy of all raw, processed, interpreted, GIS and project data is required with each draft and final report revision, in accordance with the requirements set out in the Scope of Work.
233	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 2.3.3, 2.5.1 and 2.5.5; Annex 5-V HSE Requirements Sa 67 GP_F.pdf, Section 3.6.2	Please define the procedure to be followed if offshore testing demonstrates that the acoustic source configuration included in the environmental exemption application cannot achieve the specified penetration, signal-to-noise ratio, vertical resolution or lateral resolution. Please confirm whether alternative source configurations or predefined parameter ranges may be included in the environmental exemption application to allow for offshore optimisation without requiring an amendment to the exemption.	The exact configuration used in the proposal will be input for the Flora and Fauna environmental disturbance exemption. Therefore, if this configuration does not meet the requirements and promised penetration, signal to noise ratio, and so forth, the Contractor is not complying with the Contract, and will be subject to Conditions of Contract such as liquidated damages.
234	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Sections 2.3.3, 2.5.1 and 2.5.5; Annex 5-V HSE Requirements Sa 67 GP_F.pdf, Section 3.6.2; Annex 5-II Conditions of Contract Sa 67 GP_F.pdf, Clause 11	Please confirm which party will be responsible for preparing, submitting and obtaining any required amendment to the environmental exemption where an alternative acoustic source configuration is required following offshore testing. Please also clarify the contractual treatment of the resulting programme impact and demonstrable additional costs where the required change is not attributable to the Contractor.	The Contracting Authority refers to the answer to question 233.
235	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, Section 2.5.5, including Table 5	Please clarify whether the specified maximum streamer feathering of 12° is an absolute operational limit or a data acceptance criterion.	The maximum streamer feathering shall not exceed 12°, unless the effects of greater feathering can be compensated for by shooting with the tides, as specified in Table 5 of the Scope of Work. Any proposed compensation shall be described by the Contractor and submitted to the Client for approval. The Contractor shall demonstrate that the proposed acquisition geometry maintains the required bin geometry, fold and data quality. Acceptance of feathering exceeding 12°shall be subject to the Client's approval.

No	Subject	Question	Answer
236	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F.pdf, section concerning Grab Sampling / Seabed Sampling	Please confirm whether the requirement is for 200 successful grab samples or 200 attempted sampling locations. Please also specify the required number of repeat attempts where an acceptable sample cannot be recovered and the maximum permitted relocation distance from the original sampling location.	A total of 200 attempts is expected, with a minimum of one (1) Contractual reattempt per location. The relocation distance is at the discretion of the vessel personnel and depends on the method used (e.g. vibrocores may require greater relocation distances than Van Veen grabs during positioning). The Contracting Authority advises a relocation distance of 5 metres.
237	This question has been withdrawn.		
238	Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP_F, Section 2.3.7 "Grab Sampling"	Please specify the maximum allowable horizontal offset between the planned sampling station and the actual sampling position.	This shall be specified in the Contractor's proposal, subject to Client approval, and will depend on the method used.
239	Timeline Project Preparation - Annex 4-A	In Annex 4-A, Item 2b, the Client states that the review period for the 1st revision of the project documentation is 14 days. However, in Annex 5, Section 2.2.5, it is stated that: "The Client will strive to complete its review of the first version within three weeks." 1. Could the Client please clarify the applicable review period for the first revision of the project documentation and update the relevant documentation accordingly? 2. Submission deadline for project preparation documentation : As Tenderer could not identify any specific submission deadline for the project preparation documentation, a period of 21 days has been assumed under Item 2a of Annex 4-A. Could Client please confirm whether this assumption is correct?	1. The aim is to complete this review within 2 weeks, but depends on the quality and contents of the relevant documentation. 2. The Contracting Authority clarifies that the submission deadline for the initial project preparation documentation shall be determined in accordance with the applicable requirements and timeline set out in Annex 4-A and the Scope of Work. The Tenderer's assumption of a 21-day submission period is not confirmed as an additional contractual requirement.
240	Annex 4-A - Multiple Vessels	If Tenderer wants to offer multiple vessels solution, how can Tenderer best fill in the section 3-Field Work of the Annex4-A-Cycle&Rates as start of mobilisation dates could be different?	Tenderer want to keep that question confidential as it could disclose our operational strategy. For multiple vessels, the mobilisation dates in Annex 4 shall be filled in as follows: The earliest mobilisation date of the first vessel is leading, and the completion date of the last vessel is leading. Km2 are paid out per block, and mobilisation shall be paid in two halves. Multiple vessels solutions must be made clear in the PEP.
241	Contract 3.4. and 3.5.	Tenderer notes that the Fuel Cost Adjustment Mechanism only provides compensation where the actual LSMGO bunkering price exceeds the baseline price by more than	The Contracting Authority does not accept the proposal to lower the 30% threshold for fuel price compensation under Clause 3.4 of the Draft Contract.

No	Subject	Question	Answer
		30%. Considering the potential volatility of marine fuel prices over the Contract period, would the Contracting Authority consider applying the adjustment mechanism from a lower threshold,	The Fuel Cost Adjustment Mechanism shall apply exclusively in accordance with the conditions set out in Clause 3.4. The existing threshold of 30% shall remain unchanged, and no additional fuel price compensation arrangements will be introduced. The Contracting Authority also refers to the answers to questions 96 and 157. The existing contractual provisions shall therefore remain unchanged.
242	Conditions 10.2(b)	Defects Liability Period to be limited to one year, and obligation thereunder shall be limited to correcting and re-issuing of reports.	The Contracting Authority does not accept the proposed amendments to Clause 10.2(b) of the Conditions of Contract. With regard to the request to reduce the Defects Liability Period from two years to one year, the Contracting Authority refers to the answer to Question 51. The Defects Liability Period shall remain two years. Furthermore, the Contracting Authority does not accept the proposal to limit the Contractor's obligations during the Defects Liability Period to correcting and re-issuing reports. The existing contractual provisions shall therefore remain unchanged.
243	Conditions 4.4.	Tenderer cannot accept a fitness-for-purpose obligation. Tenderer proposes that the obligation to provide materials and equipment which are "fit for the intended purpose" is replaced by an obligation to exercise reasonable skill, care and diligence and to comply with the specifications and requirements expressly defined in the Contract.	The Contracting Authority refers to the answer to question 195. The proposed amendment to Clause 4.4 of the Conditions of Contract is not accepted. The existing contractual provisions shall remain unchanged.
244	Conditions 4.6.	Contractor shall be compensated in cost and time if this access or co-operation leads to delays or costs.	The Contracting Authority does not accept the proposed amendment to Clause 4.6 of the Conditions of Contract. The access and cooperation arrangements under Clause 4.6 do not automatically entitle the Contractor to additional payment or an extension of time. Any such entitlement shall be determined in accordance with the applicable contractual provisions and the circumstances of the event. The existing contractual provisions shall therefore remain unchanged.
245	Conditions 4.10.	Tenderer requests confirmation that, where replacement of a proposed vessel becomes necessary during Contract execution, Contractor may propose an alternative vessel	The Contracting Authority confirms that the Contractor may propose a replacement vessel during Contract execution, subject to the requirements and approval procedure set out

No	Subject	Question	Answer
		technically suitable for performance of the Work and compliant with the minimum contractual requirements. Client approval of such replacement shall not be unreasonably withheld or delayed.	in Clause 4.10 of the Conditions of Contract. Any proposed replacement vessel must comply with all applicable contractual, technical and operational requirements. The proposed addition that the Client's approval shall not be unreasonably withheld or delayed is not accepted. The existing contractual provisions shall therefore remain unchanged.
246	Conditions 6	Contractor has based its proposal on the information provided by Client. Accordingly, Client shall remain responsible for the accuracy, correctness and completeness of this information, which shall be considered 'rely-upon' information. Contractor shall be compensated in cost and time for the effects of any errors, ambiguities, discrepancies etc. in such information.	The Contracting Authority does not accept the proposed amendment to Clause 6 of the Conditions of Contract. The Contracting Authority does not agree that all information provided by the Client shall be classified as "rely-upon information", nor that the Client shall assume the proposed general responsibility for its accuracy, correctness and completeness. Errors, ambiguities or discrepancies in Client-provided information do not automatically entitle the Contractor to additional payment or an extension of time. Any contractual entitlement shall be assessed in accordance with the applicable contractual provisions. The existing contractual allocation of responsibilities and risks shall therefore remain unchanged.
247	Conditions 11	Entitlement for compensation relating to change in law, additional work, or new information should not be based on foreseeability. It should be clarified that Contractor shall be compensated in cost and time via a Variation for any delay or cost incurred due to circumstances outside of the direct control of Contractor, including but not limited to delays and disruptions caused by Client, client group, other contractors, authorities, MWS, other third parties, lack of site access, permitting issues etc.	The Contracting Authority does not accept the proposed amendment to Clause 11 of the Conditions of Contract. The Contracting Authority sees no reason to remove the applicable foreseeability requirements or to introduce a general entitlement to additional payment or an extension of time for circumstances beyond the Contractor's direct control, including those listed in the question. Any entitlement to a Variation shall be determined in accordance with the existing contractual provisions, taking into account the specific circumstances. The existing contractual provisions shall therefore remain unchanged.
248	Conditions 13.5.	Please delete this sub-clause. Any liability arising from Contractor default should be governed by the agreed liability and damages provisions of the Contract, rather than creating a separate additional cost recovery mechanism in case of suspension.	The Contracting Authority does not accept the proposed deletion of Clause 13.5 of the Conditions of Contract. The provisions concerning suspension as a result of Contractor default, including the allocation of the associated costs, shall remain applicable.

No	Subject	Question	Answer
			The existing contractual provisions shall therefore remain unchanged.
249	Conditions 17.9.	IP on deliverables shall only transfer to Client upon payment.	The Contracting Authority does not accept the proposal to make the transfer of intellectual property rights in the deliverables under Clause 17.9 of the Conditions of Contract conditional upon payment. The existing contractual provisions shall therefore remain unchanged.
250	Conditions 17.10. and 17.12.	Licenses on background IP shall only apply in relation to the Project.	The Contracting Authority does not accept the proposed amendment to Clauses 17.10 and 17.12 of the Conditions of Contract to restrict the licences relating to Background Intellectual Property exclusively to use in connection with the Project. The existing scope of the licences and the applicable contractual provisions shall therefore remain unchanged.
251	Conditions 18.2.	Contractor shall only acquire the licenses, permits etc. that relate to its own equipment and personnel. All other licenses, permits etc. remain the responsibility of the Client.	The Contracting Authority does not accept the proposed amendment to Clause 18.2 of the Conditions of Contract. The allocation of responsibilities for obtaining licences, permits and other authorisations shall therefore remain as set out in the existing contractual provisions.
252	Conditions 24	A liquidated termination fee shall apply in the event that Client elects to terminate the Contract. Contractor shall further be compensated for all Work performed up to that point, any costs incurred or committed to in anticipation of completing the work, vessel reservation costs etc.	The Contracting Authority does not accept the proposal to introduce an additional fixed termination fee or an unconditional entitlement to reimbursement of all costs and commitments incurred in anticipation of completing the Work, including vessel reservation costs. Any entitlement to payment or compensation following termination by the Client shall be determined in accordance with Clause 24 of the Conditions of Contract. The existing contractual provisions shall therefore remain unchanged.
253	Conditions 27.2	Please clarify intent of this clause as wording is rather broad.	Since your question has not been sufficiently specified, the Contracting Authority is unable to provide a specific answer regarding how your question relates to the condition set out in Clause 27.2 of the Conditions of Contract. This must be considered in light of the Contracting Authority's interests in general. These interests are numerous and are outlined throughout the Tender Documents,

No	Subject	Question	Answer
			including, but not limited to sections 1.2 and 2.1 of the Tender Document, which describes the background and purpose of the Tender. Further details can be found in the remaining sections and annexes of the Tender Document. It is the Contractor's independent obligation to gain a clear understanding of these interests and to determine whether, in any given situation, its actions might conflict with the Contracting Authority's interests within the meaning of Clause 27.2. Clause 27.2 provides a general description of the context in which this applies.
254	Conditions 30	Limit on liability shall not exceed a value equal to 25% of the Contract Price. Applicability of limit of liability shall not be subject to Contractor having used all reasonable endeavours to complete the Work. Liability after demob to be limited to re-issuing of reports as per our comments on defects liability.	The Contracting Authority does not accept the proposed amendments to Clause 30 of the Conditions of Contract. The liability limit will not be reduced to 25% of the Contract Price. The Contracting Authority refers to the answer to question 31 regarding the liability arrangements accepted by the Contracting Authority under Clauses 30.1(a) and 30.1(b) of the Conditions of Contract. Furthermore, the proposed removal of the condition concerning the Contractor's reasonable endeavours to complete the Work and the proposed restriction of liability following demobilisation to the correction and re-issue of reports are not accepted.
255	Conditions 31	We propose dispute resolution via ICC arbitration.	The Contracting Authority does not accept the proposal to replace the dispute resolution mechanism under Clause 31 of the Conditions of Contract with arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC). The existing contractual provisions shall therefore remain unchanged.
256	Conditions 35	"Delete ""In regard to all aspects of the Work to be provided hereunder, the Client shall rely totally upon the expertise of the Contractor."" as this is in contradiction with other parts of the Contract."	The Contracting Authority does not accept the proposed deletion from Clause 35 of the Conditions of Contract. The provision reflects the Contractor's responsibility for its professional expertise in performing the Work. It does not replace or override the specific allocation of responsibilities and obligations elsewhere in the Contract. The existing contractual provisions shall therefore remain unchanged.

No	Subject	Question	Answer
257	Conditions 42	Tenderer notes that the reference to "Chapter 3 of Annex [6] – Section IV (Scope of Work)" appears to be incorrect. Please confirm the correct contractual reference. Tenderer understands that Liquidated Damages apply only to the Key Date specifically identified in Annex 4A as being subject to Liquidated Damages.	The Contracting Authority confirms that the reference in Clause 42 of the Conditions of Contract to "Chapter 3 of Annex [6] – Section IV (Scope of Work)" is incorrect. The correct reference is to Chapter 3 (Cycle Times and Key Dates) of Annex 5-III-A and Annex 5-III-B (Pricing Schedules), respectively. The reference will be corrected. Liquidated Damages shall apply only to the Key Date(s) expressly designated as subject to Liquidated Damages in the applicable Tender Documents. The Contracting Authority also refers to the answers to questions 27 and 128.
258	Conditions 43 and 44	Please delete. Not applicable to this scope.	The Contracting Authority does not accept the proposal to delete Clauses 43 and 44 of the Conditions of Contract. These clauses shall remain part of the Conditions of Contract and apply to the extent relevant to the Work to be performed. The existing contractual provisions shall therefore remain unchanged.
259	Annex 5-V Section 3.6.2	"Tenderer understands that the Client is responsible for obtaining the environmental permit/exemption relating to underwater noise and the disturbance of marine mammals, while the Contractor is required to comply with the conditions of such permit/exemption. Please confirm that any delay, suspension or standby resulting from the presence of marine mammals and/or from compliance with the requirements of the environmental permit/exemption, to the extent not attributable to the Contractor, shall entitle the Contractor to an appropriate extension of the applicable Key Dates and shall not give rise to Liquidated Damages. Please further confirm that any demonstrable standby and/or additional costs directly resulting from such circumstances shall be compensated in accordance with the applicable contractual rates."	The Contracting Authority refers to the answer to question 234 regarding the environmental exemption and the allocation of responsibilities. Delays, suspension or standby resulting from the presence of marine mammals or from compliance with the conditions of the environmental exemption do not automatically entitle the Contractor to an extension of the applicable Key Dates, exemption from Liquidated Damages or reimbursement of standby or additional costs. Any entitlement to an extension of time or additional payment shall be assessed in accordance with the applicable contractual provisions, taking into account the cause and circumstances of the event.

No	Subject	Question	Answer
			The existing contractual provisions shall therefore remain unchanged.
260	Bid offered subject to vessel availability	The bid is subject to vessel availability. This bid is binding up to and including the date on which the Contract will be awarded subject to the continuing availability of the relevant vessel, equipment and personnel. However, on receipt of written notice from Client that Contractor is the preferred bidder for award, Contractor shall have 72 hours within which to confirm the continuing availability. If Contractor notifies Client within said period that it is no longer available, Contractor shall have no further liability to Client and Contractor's bid shall be deemed to have been revoked.	This is not a question and will therefore be disregarded. The text proposed is not accepted to be part of the bid.
261	Conditions of bid	The bid is for Lot 2 on a standalone basis or together with Lot 1, but Contractor's for Lot 1 is subject to the award of Lot 2. Contractor needs to state that the Lot 1-bid is made subject to award of Lot 2 to be able to maintain its pricing.	The Contracting Authority does not accept the proposal to make the Tender for Lot 1 conditional upon the award of Lot 2. Tenderers must submit an unconditional Tender for each Lot for which they wish to tender. The need to maintain the pricing offered for Lot 1 does not justify making that Tender conditional upon the award of another Lot. Tenderers may submit a Tender for Lot 2 on a standalone basis or submit Tenders for both Lots, provided that each Tender independently complies with the Tender Documents and is not conditional upon the award of another Lot. The Contracting Authority also refers to the answers to questions 108 and 111.
262	Draft Contract Section 2.2 Extension of contract	Contractor needs to manage a pool of vessels and their commitments successively as they arise, and thus needs to be able to consent to any extension. Contractor proposes the following amendment to "The Contracting Authority has subject to mutual agreement the option to extend the Contract two times, exercisable unilaterally by the Contracting Authority, under the same terms and conditions, for a period of up to one (1) year each time. The total 4duration of the Contract is therefore a maximum of four (4) years, including the extension options. If the Contracting Authority does not wish to exercise an option to extend, it shall notify the Contractor in writing no	The Contracting Authority does not accept the proposed amendment to Section 2.2 of the Draft Contract. The Contracting Authority sees no reason to make the exercise of the extension options conditional upon the Contractor's consent or mutual agreement. The existing provisions regarding extension options, including the applicable notification arrangements, shall therefore remain unchanged.

No	Subject	Question	Answer
		later than three (3) months prior to the expiration of the initial term or the term then in effect. In that event, the Contract shall terminate by operation of law upon the expiration of the initial term or the term then in effect In the absence of such notification from the Contracting Authority, an option to extend shall automatically take effect, if and to the extent that such an option remains available."	
263	Draft Contract Section 2.2 - Unilateral termination	Please note that there may be overruns under the standby provisions. Please delete the following from: "If the fixed total Contract Price is exceeded (or is threatened to be exceeded), the Contracting Authority has the right to unilaterally terminate the Contract, without compensating the Contractor for this, in whatever form. See further in this regard the provisions in this Contract."	The Contracting Authority does not accept the proposed deletion from Section 2.2 of the Draft Contract. The possibility that standby costs may result in the fixed total Contract Price being exceeded does not constitute grounds for removing the Contracting Authority's right to terminate the Contract if the fixed total Contract Price is exceeded or is threatened to be exceeded. The Contracting Authority also refers to the answer to question 193. The existing contractual provisions shall therefore remain unchanged.
264	Conditions of Contract 10.2 - Terms of service provision	Contractor proposes to clarify the terms for provision of the services. Please insert a new section (f) into the: New section "(f): Subject to any agreed termination right arising as a consequence of defects, Contractor's obligations under this Clause shall be Contractor's sole obligation and the Client's sole remedy (whether under contract, tort, breach of statutory duty or otherwise) in relation to any defect or deficiency regarding the Work. Save as expressly provided in this Clause, Contractor makes no representations or warranties, expressed or implied, or guarantees of results from use of the equipment, tapes, data, the performance of the Work or Deliverables. Contractor cannot and does not guarantee or warrant the results, accuracy or correctness of any recommendation, interpretation or opinion arising from the Work. Any action taken by the Client based on the Work shall be their own responsibility and at their own risk. Contractor assumes no responsibility and makes no warranties or representations, including without limitation, any express or implied warranties of merchantability, condition, durability, design, capacity, operability, completeness, suitability, fitness for	The Contracting Authority does not accept the proposed addition of a new Clause 10.2(f) to the Conditions of Contract. The Contracting Authority sees no reason to make the Contractor's obligations under Clause 10.2 the Client's sole and exclusive remedy in respect of defects or deficiencies in the Work, or to introduce the proposed broad exclusions of warranties, representations and liability concerning the Work, data, deliverables, interpretations and recommendations. The existing contractual provisions, including the applicable obligations relating to defects, warranties and liability, shall therefore remain unchanged.

No	Subject	Question	Answer
		any particular purpose or use, utility, productivity, proper operations, or profitableness of any of the Work”:	
265	Conditions of Contract 11.1 - Work variations	Contractor proposes the following amendment to Conditions of Contract 11.1: "The Client has the right to issue instructions to the Contractor at any time to make any variations to the Work, as long reasonably within the Contractor's capability and resources."	The Contracting Authority partially accepts the proposed amendment to Clause 11.1 of the Conditions of Contract, in line with the answer given in question 48. The rights and obligations of the Parties in relation to Variations remain governed by the existing contractual provisions, including the applicable procedures for assessing their consequences. The rest of clause 11.1 shall therefore remain unchanged.
266	Conditions of Contract 12.2 - Force majeure	Contractor requests to reasonably broaden the definition of Force Majeure events so that Conditions of Contract 12.2 reads as follows: “For the purposes of this Contract only the following occurrences shall be examples of force majeure”	The Contracting Authority does not accept the proposed amendment to Clause 12.2 of the Conditions of Contract to make the listed Force Majeure events non-exhaustive. The existing contractual definition shall therefore remain unchanged. The proposed wording is identical to the existing provision in Clause 12.2 of the Conditions of Contract. It is therefore unclear to the Contracting Authority what amendment the Tenderer is requesting. Consequently, the Contracting Authority is unable to accommodate the request and Clause 12.2 of the Conditions of Contract will remain unchanged.
267	Conditions of Contract 12.4 - Force majeure	Contractor proposes the following amendment to Conditions of Contract 12.4: “Save as otherwise expressly provided in the Contract, no payments of whatever nature shall be made in respect of a force majeure occurrence. Contractor is allowed to invoice 50% of the Standby Rate or Suspension Rate (depending on which rate is defined in Annex (4) during the first seven (7) days of a FORCE MAJEURE occurrence"	Agreed. The Contracting Authority refers also to the answer given in question 82.
268	Conditions of Contract 13.4 - Contract suspension	Contractor proposes the following amendment to Conditions of Contract 13.4: “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 the Contract or, in the absence of such provisions, in accordance with Clause 11. However, notwithstanding the above, Contractor shall be reimbursed by the Standby Rate for the duration of the	The Contracting Authority does not accept the proposal to introduce an automatic entitlement to the Standby Rate throughout a suspension that is not attributable to Contractor default. Any additional costs eligible for reimbursement shall be determined on the basis of the specific circumstances and the applicable contractual provisions, and shall be addressed in the relevant Variation Order where applicable. The

No	Subject	Question	Answer
		suspension, unless the suspension arises as a result of default on the part of the Contractor."	Contracting Authority refers to the answer to Question 89. Clause 13.4 shall therefore remain unchanged.
269	Conditions of Contract 17.7 - Patents and other proprietary rights	Contractor proposes the following amendment to Conditions of Contract 17.7: "The Contractor shall save, indemnify, defend and hold harmless the Client from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature (but excluding Consequential Loss as defined in Clause 21) for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the Contractor under the Contract except where such infringement necessarily arises from the TECHNICAL INFORMATION and/or the Client's instructions."	The Contracting Authority does not accept the proposed amendment to Clause 17.7 of the Conditions of Contract, including the proposed exclusion of Consequential Loss. The existing allocation of responsibilities and indemnification obligations relating to intellectual property rights shall therefore remain unchanged.
270	Conditions of Contract 18.2 - Licences and permits	Contractor would like to clarify that the Client will hold all licenses necessary for performing the work and proposes the following amendment to Conditions of Contract 18.2: "The Contractor shall obtain all 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 Client. The Client shall obtain all licences, permits, temporary permits and authorisations required by the applicable laws, rules and regulations to give Contractor access to the SITE."	The Contracting Authority does not accept the proposed amendment to Clause 18.2 of the Conditions of Contract. Permits and authorisations which can legally only be obtained by the Client remain the Client's responsibility. The Contracting Authority does not accept the proposed general transfer of additional permitting obligations to the Client. The Contracting Authority also refers to the answer to question 251. The existing contractual provisions shall therefore remain unchanged.
271	Conditions of Contract 19.2 and 21 - Definition of CLIENT GROUP	Contractor proposes the following amendment to Conditions of Contract 19.2 and 21: Please expand the indemnity and mutual waivers to cover Client Group meaning: "Client and any of its C0-Venturers and any of its and their Affiliates and contractors, and subcontractors of any tier (excluding Contractor Group), and its and their directors, officers and personnel."	The Contracting Authority does not accept the proposed extension of the indemnities and mutual waivers under Clauses 19.2 and 21 to the proposed definition of "CLIENT GROUP". The Contracting Authority refers to the answers to questions 36 and 54. The existing contractual provisions shall therefore remain unchanged in this respect.
272	Conditions of Contract 19.9 - Indemnities	Contractor proposes adding the following new clause as Conditions of Contract 19.9: "With reference to Clause 19 of the Conditions of Contracts	The Contracting Authority does not accept the proposed addition of Clause 19.9 to the Conditions of Contract. The Contracting Authority sees no reason to introduce the

No	Subject	Question	Answer
		the Parties acknowledge that in the performance of the Services, the Contractor will not be allowed to work within a 500 metre radius of any Offshore Installation ("Exclusion Zone"). If the Client requests Contractor to perform any services within any Exclusion Zone and Contractor agrees to do so then, notwithstanding any provisions to the contrary contained in this Agreement, the Client shall be liable for and shall release, defend, indemnify and hold harmless the Contractor Group from and against any and all claim s, losses, damages, costs (including reasonable legal costs), expenses and liabilities relating to and/or arising from such services including any claim s relating to and/or arising from the loss of or damage to any property or personal or bodily injury or death."	proposed comprehensive indemnity in favour of the Contractor Group for Work performed within an exclusion zone around offshore installations. Any such Work must comply with the applicable operational, safety and contractual requirements. The existing allocation of liability and indemnification obligations shall therefore remain unchanged.
273	Conditions of Contract 22.5 - Confidentiality	Contractor proposes the following amendment to Conditions of Contract 22.5: "If the Contractor breaches its duty of confidentiality, the Client may impose a penalty, as laid down in the Contract. Payment of a penalty that is payable immediately does not discharge the Contractor from its liability for indemnifying any loss caused by the breach. The penalty payable by the Contractor for breaching their duty of confidentiality is EUR 50,000 per breach. For the purposes of this Clause, this does not apply to subcontractors or subsidiary companies that are necessary for the execution for the Work."	The Contracting Authority does not accept the proposed amendment to Clause 22.5 of the Conditions of Contract. The proposed general exclusion concerning subcontractors and subsidiaries necessary for the performance of the Work will not be introduced. The Contracting Authority also refers to the answer to question 35.The existing confidentiality obligations and applicable penalty provisions therefore only change in line with the answer given to question 35.
274	Conditions of Contract 24.1 (a) - Termination	With reference to Conditions of Contract 24.1(a): In order to accept that the Client has a right to unilaterally terminate the Contract at Client discretion, Contractor request an early termination fee to be discussed.	The Contracting Authority does not accept the proposal to introduce an additional Early Termination Fee in connection with termination under Clause 24.1(a) of the Conditions of Contract. The Contractor's entitlement to payment and reimbursement of any eligible termination-related costs remains governed by the applicable contractual provisions. The Contracting Authority refers to the answer to question 86. The existing contractual provisions shall therefore remain unchanged.
275	Conditions of Contract 30.1 (a) - Limitations of liability	Contractor proposes the following amendment to Conditions of Contract 30.1(a): "Subject to the Contractor having used all reasonable	The Contracting Authority does not accept the proposed amendment to Clause 30.1(a) of the Conditions of Contract to introduce the proposed liability limit (per event), including

No	Subject	Question	Answer
		endeavours to complete the Work and to comply with its obligations under the Contract, the Contractor's total cumulative liability per event to the Client, including any liability arising as a result of suspension under Clause 13 and/or termination under Clause 24 arising out of or related to the performance of the Contract shall be ~~limited to the sum specified in Section I -Agreement, which shall be at least one time the~~ Contract Price~~, or in absence of such sum, three times~~ the Contract Price"	in relation to suspension and termination. The Contracting Authority refers to the answer to Question 31. For the amendment made by the Contracting Authority to Clause 30.1(a) of the Conditions of Contract, please also refer to the answer to question 254.
276	Conditions of Contract 30.1 (b)- Limitations of liability	Contractor proposes the following amendment to **Conditions of Contract 30.1(b):** "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 ~~per event to the sum specified in Section I or in the absence of such sum three times~~ the Contract Price. The total aggregate cumulative liability for 30.1(a) and 30.1(b) combined is limited to 125% of the total Contract Price."	The Contracting Authority does not accept the proposed amendment to Clause 30.1(b) of the Conditions of Contract, including the proposed aggregate liability cap of 125% of the Contract Price for Clauses 30.1(a) and 30.1(b) combined. The Contracting Authority refers to the answer to question 31 and 254.
277	Conditions of Contract 42 (a) - Liquidated damages	Contractor proposes clarifying the framework for the application of liquidated damages. Besides, No Key Dates are defined in the document referred to. Please clarify. Contractor therefore proposes the following amendment to **Conditions of Contract 42(a):** "If the Contractor fails to complete in accordance with the dates marked by * in the schedule of Key Dates in Chapter 3 of Annex [6] – Section IV (Scope of Work) and in compliance with the requirements of the Contract for reasons not due to Force Majeure, Variations or events for when Standby Rate is payable, the Contractor shall be liable to the Client for Liquidated Damages. The amounts of such Liquidated Damages shall be 0.2% for Lot 1 and 0.1% for Lot 2 of the Contract Price for each week ~~day~~ that it fails to perform the Work as agreed. For clarity, Liquidated Damages shall apply to all dates marked by * individually. It is the responsibility of the Contractor to minimize knock-on effects of each delay. ~~If, other than through Force Majeure, the Contractor is permanently unable to perform the Work as agreed or it is foreseeable that Contractor will not be able to achieve the~~	The Contracting Authority confirms that the reference to the schedule of Key Dates in Clause 42(a) of the Conditions of Contract is incorrect. The correct reference is to Chapter 3 (Cycle Times and Key Dates) of Annex 5-III-A and Annex 5-III-B (Pricing Schedules), respectively. This reference will be corrected. The proposed substantive amendments to the Liquidated Damages regime in this question are not accepted. Liquidated Damages shall apply in accordance with the contractual provisions and to the Key Date(s) expressly designated for that purpose. The Contracting Authority refers to the answers to questions 27, 128 and 257, with regard to the amendments made by the Contracting Authority to Clause 42(a) of the Conditions of Contract.

No	Subject	Question	Answer
		~~Completion Date within the relevant dates mentioned in in Clause 42 (a), then the Liquidated Damages will be immediately payable in full taking into account the cap specified in Clause 42 (c) and Client shall be entitled to terminate the Contract under Clause 24.1(b)~~.""	
278	Conditions of Contract 42 (b) - Liquidated damages	Contractor proposes clarifying the framework for the application of liquidated damages by making the following amendment to Conditions of Contract 42(b): "The Liquidated Damages ~~will be payable to the Client, without prejudice to all other rights and claims, including (i) the right to demand that the Work be performed as agreed; and (ii) the right to be compensated for damages (iii) the right to terminate the Contract~~ is in addition to the remedies available to Client under Article 24 the sole remedy for Client for Contractor's delay."	The Contracting Authority does not accept the proposed amendment to Clause 42(b) of the Conditions of Contract to make Liquidated Damages the sole remedy for Contractor's delay. The Client's rights and remedies shall therefore remain governed by the existing contractual provisions. The Contracting Authority refers to the answer to question 202. Clause 42(b) shall therefore remain unchanged.
279	Conditions of Contract 42 € - Liquidated damages	Contractor proposes clarifying the framework for the application of liquidated damages by making the following amendment to Conditions of Contract 42(e): "For the avoidance of doubt, the Liquidated Damages liability shall not exceed three per cent (3%) ~~ten per cent (10%)~~ of the Contract Price in aggregate "	The Contracting Authority does not accept the proposal to reduce the aggregate cap on Liquidated Damages under Clause 42(e) of the Conditions of Contract from 10% to 3% of the Contract Price. The existing contractual provisions shall therefore remain unchanged.
280	Draft Contract Section 3.3 - Financial provisions	Contractor proposes adding the following to Draft Contract Section 3.3: "Save as otherwise expressly provided in the Contract, Contractor is allowed to invoice 100% of the Standby rate or Suspension rate (depending on which rate is defined in Annex [4]) at the following conditions: a)during the first seven (7) days of a force majeure occurrence; b) Time lost due to provable third party interference by fishing activities; c) Time lost due to simultaneous operations commissioned by the Client within the same investigation area; d) Time lost due to failure of the Client to provide essential instructions and information to the Contractor to perform the acquisition WorkS."	The Contracting Authority does not accept the proposed addition to Section 3.3 of the Draft Contract introducing an automatic entitlement to 100% of the Standby Rate or Suspension Rate in the circumstances listed in the question. Any entitlement to payment or compensation resulting from Force Majeure, third-party interference, simultaneous operations or delays in the provision of essential information or instructions shall be assessed in accordance with the applicable contractual provisions and the specific circumstances. The Contracting Authority also refers to the answers to questions 82, 89, 267 and 268.
281	Tender Document §2.2, page 9 - Data sharing for PGM	Please confirm that any delays in provision of the Lot 1 data to the Lot 2 contractor will be taken into account when	The Contracting Authority confirms that delays in the provision of Lot 1 data to the Lot 2 Contractor will be taken into account when assessing the relevant project milestones, and when considering liquidated damages related to the Key

No	Subject	Question	Answer
		assessing the key project milestones, and that any delays will not adversely impact the Lot 2 contractor.	milestones, subject to Conditions of Contract. The Contracting Authority also refers to the answers to questions 27, 218 and 231.
282	Tender Document §3.2, page 12; Lot 2 SoW §2.4.1, page 19 - Number of client representatives	Please confirm the maximum number of Client Representatives to be accommodated on each Lot 2 vessel, and whether four berths and workstations are required only during testing or throughout acquisition. The two documents specify different maximum numbers. Vessel capacity, cabin allocation and cost depend on the controlling requirement.	The Contracting Authority refers to the answer to question 184.
283	Tender Document §3.2, pages 12-13; Lot 1 SoW §2.2.3, pages 13-14 - Use of ADD	Please confirm whether the ADD is required continuously during all offshore work or only during defined pre-start and restart periods, and provide the controlling environmental protocol. Continuous operation and pre-start use are materially different operational requirements.	This depends on the requirements of the environmental exemption. Typically, the ADD is only required during the pre-start period.
284	Lot 2 SoW §1.5, page 9 - Number of tie lines	Please confirm the required number, destinations, coordinates and approximate lengths of Lot 2 tie-lines. Section 2.1 describes two tie-lines, one crossing Doordewind and one crossing Nederwiek, while §1.5 describes three tie-lines to Doordewind.	The Contracting Authority refers to Clarification No. 1 at the beginning of this MOI and the accompanying addendum regarding the revised tie-line requirements for Lot 2.
285	Lot 2 SoW §1.5, page 9 - Description of scope contents	The document currently reads "This SoW document covers Lot 1: Seabed Survey." Please confirm that this statement should read "This SoW document covers Lot 2: 3D-UHRS Survey".	The Contracting Authority confirms that the reference to "Lot 1: Seabed Survey" in Section 1.5 of the Lot 2 Scope of Work is incorrect and should read "Lot 2: 3D-UHRS Survey".
286	Lot 2 SoW §2.1, page 12 - Location of tie lines	The eastern edge of the tie lines appear to terminate close to the shared border with Germany. Please provide the final tie-line coordinates, required survey corridor width and acceptance tolerance, or confirm the basis on which tenderers should price uncertain tie-line quantities. The line locations and quantities affect acquisition duration, source exposure, processing and interpretation effort.	The Contracting Authority refers to Clarification No. 1 at the beginning of this MOI and the accompanying addendum regarding the revised tie-line requirements.
287	Lot 2 SoW §2.3.2.2, page 15 - Tie line geophysical measurements	The document states, "For the tie-lines the MBES, SSS, MAG, and SBP systems must be active and interpreted." Please confirm whether the Lot 2 Contractor must supply, acquire, process and interpret SSS, MAG and SBP data on the tie-lines, despite the Lot 2 scope otherwise identifying MBES and 3D-UHRS only. This introduces additional sensor,	The Lot 2 Contractor is not required to provide SSS, MAG or SBP equipment. The reference to these systems in Section 2.3.2.2 of the Lot 2 Scope of Work was an error. The Contracting Authority refers to Clarification No. 1 at the beginning of this MOI and the accompanying addendum regarding the revised tie-line requirements.

No	Subject	Question	Answer
		personnel, permit and deliverable requirements not otherwise defined for Lot 2.	
288	Lot 2 SoW §2.3.2.2, page 15 - Coordination of tie lines	The document states, "Lot 1 and Lot 2 Contractor will sail the same traces. The Lot 2 tie-lines are leading." Please define responsibility for coordinating common tie-line geometry, timing, navigation exchange, acceptance and re-run decisions between the two contractors. Clear interface responsibility is needed where separate contracts depend on coincident acquisition.	The Contracting Authority refers to Clarification No. 1 at the beginning of this MOI and the accompanying addendum regarding the revised tie-line requirements.
289	Lot 2 SoW §2.3.3, p age 16; Tender Document §3.2, pages 12-13 - Use of ADD	Lot 2 SoW states ADD operation during all offshore works is mandatory; the Tender Document defines use at survey start and after more than four hours of inactivity. Please identify the governing ADD duty cycle and whether the requirement applies while only MBES is operating. As it stands the requirements are inconsistent and affect environmental compliance and survey operations.	The Contracting Authority refers to the answer to question 283.
290	Lot 2 SoW §2.5, page 22; - Source signature test	The document currently states, "Signature test: A calibrated reference hydrophone will be deployed 5 metres below each source." Please advise if RVO will accept a variation in depth of hydrophone deployment due to operational considerations. Please also advise if RVO will accept recording of source signature from the seismic spread itself.	The specified deployment of a calibrated reference hydrophone 5 metres below each source remains the contractual requirement. Any proposed deviation, including an alternative deployment depth or the use of hydrophones within the seismic spread, may be considered subject to prior Client approval. Contractor shall submit a technical justification demonstrating that the proposed alternative provides an equivalent or better measurement of the source signature, including source energy, frequency content and repeatability, and shall describe the measurement configuration and any necessary corrections. The assessment and approval of any alternative shall be at Contractor's risk. Unless Client is satisfied that the proposed alternative meets the source testing requirements and expressly approves the deviation, Contractor shall comply with the specified 5 m hydrophone deployment requirement.
291	Lot 2 SoW §2.5, page 22; - Crew changes	The document currently states "Crew changes shall be organised at least every 28 days in a port within one day of sailing from the concession, or the closest suitable port."	As stated in the HSE requirements (Annex 5 Section VI), please consider applicable Dutch Laws and regulations, including but not limited to the 'Arbeidstijdenbesluit',

No	Subject	Question	Answer
		Contractor requests that crew changes frequency is relaxed to meet our standard rotation duration of 42 days. Please also confirm if RVO will consider other crew change transfer mechanisms such helicopter or boat-to-boat.	Maritime Labour Convention and international maritime rest requirements. Helicopter transfer is allowed if the vessel has a helideck, but boat-to-boat transfer is deemed dangerous, and not allowed on the open sea. During good weather in port areas, boat-to-boat can be requested pending Client approval.
292	Lot 2 SoW §2.5, page 22 - Mobilisation report deadline	Contractor requests that time allowed to provide a draft mobilisation report is relaxed to 10 working days.	Seven (7) calendar days is deemed optimal by the Contracting Authority, and essential to efficiently progress the work after testing. However, this requirement is changed to five (5) business days to accommodate for possible national (bank) holidays.
293	Lot 2 SoW §2.5, page 22; - Sensor groups response	The document currently states, "Individual groups response shall not exceed more than 1% of specifications". Contractor suggests pragmatism is required as this is a tight specification.	Contractor shall propose its calibration method and acceptance criteria for Client approval before mobilisation. Hydrophone group response: Each hydrophone group shall be tested during mobilisation and verified to operate in accordance with the manufacturer's specifications and Contractor's documented calibration and acceptance criteria. Any significant deviation between groups shall be investigated and rectified, or otherwise assessed and justified to the satisfaction and approval of Client before production acquisition. The 1% requirement shall stay contractually as a requirement.
294	Lot 2 SoW §2.5, page 22 - NFH monitor records	The document currently states, "At least once every 500 m sailed a monitor record shall be made on which all streamer groups, including time break and near field hydrophone(s) are to be displayed." Contractor notes that near field hydrophones are not routinely deployed for sparker source characterization online and requests pragmatism.	The Contracting Authority acknowledges that near-field hydrophones may not form part of the Contractor's routine online sparker monitoring configuration. Contractor shall confirm whether near-field hydrophones will be deployed during production acquisition. Where they are not deployed, Contractor shall propose an alternative monitor record using the available seismic streamer hydrophone groups and time break, together with the method for monitoring source consistency and identifying abnormal or missing shots. The proposed arrangement shall be submitted to Client for approval. The requirement to acquire monitor records at least every 500m sailed shall remain.

No	Subject	Question	Answer
295	Lot 2 SoW §2.5, page 22; - Vessel noise tests	Contractor requests that the noise test can be undertaken with using the deployed 3D receiver spread as 40 m layback from the vessel is overly prescriptive and does not necessarily reflect the actual distance to the nearest channels from the vessel. The spread may be at an offset greater than 40 m, and this would allow a direct measurement of how noise affects the spread itself.	The Contracting Authority acknowledges Contractor's comment. The noise test may be undertaken using the deployed 3D receiver spread, provided the test configuration is representative of the production acquisition arrangement and enables the noise levels affecting the receiver channels to be adequately assessed. Contractor shall document the vessel-to-receiver geometry, test conditions and measured noise levels, and demonstrate that the results are suitable for establishing acceptable streamer noise and signal-to-noise criteria. The proposed test methodology shall be submitted to Client for approval prior to testing.
296	Lot 2 SoW §2.4, page 17; §2.5.2, p.23; - Survey speeds	The document currently states, "Survey speed over ground shall be no more than 3.8 knots. Noise tests refer to a desired speed of 3–4.5 knots through water. [also Lot 1 SoW §2.4, p. 46 notes maximum SOG of 4.5 knots]" Please confirm the controlling production speed limit and if higher speed (similar to Lot 1) can be considered. The two speed definitions and upper limits differ, especially under tidal current.	The Contracting Authority refers to the answer to question 70. The maximum permitted survey speed over ground (SOG) is 3.8 knots, as specified in Section 2.4 of the Scope of Work. This is a maximum limit, not a target speed, and applies regardless of the effects of currents, tides or weather on the vessel's speed over ground. The 3–4.5 knots speed through water (STW) range specified in section 2.5.1 of the Scope of Work relates specifically to noise testing to optimise propeller RPM and pitch settings, with the objective of minimising cavitation noise and maintaining data quality. This range does not override or supersede the maximum permitted survey speed over ground of 3.8 knots. During survey operations, vessel speed, weather and current conditions shall be monitored and reported, and data quality shall be maintained in accordance with the Scope of Work. The vessel must operate within the 3.8-knot maximum speed over ground, including where currents or weather affect the resulting speed over ground. Any proposal to increase the Lot 2 production speed shall be supported by a technical justification demonstrating that the required data quality, resolution, penetration and acquisition

No	Subject	Question	Answer
			coverage can be achieved, and shall be subject to Client prior approval.
297	Lot 2 SoW §2.5.3, page 24; - Positioning accuracies	The document currently states, "Moving hardware positions within ±1 m and heights within ±0.1 m; surface X/Y accuracy ≤0.2 m and surface z accuracy ≤0.3 m." Please confirm the required positioning performance separately for vessel, source, receivers, streamer buoys and final common-midpoint positions. Contractor proposes that source and receiver positions may be derived from an integrated navigation network using relative satellite positioning, acoustic ranging, compasses, first-break observations and spread modelling, subject to demonstrating compliance with the agreed uncertainty limits.	The main positioning system should achieve an accuracy within 0.2 m in X/Y and 0.3 m in Z. Any towed equipment can be positioned relative to the main system, provided that the resulting computed position remains within +/- 1 m. Additional uncertainty due to heave affecting the towed equipment should be limited to +/- 0.1 m. Final CMP positions shall be calculated using the verified source and receiver geometry, with the geometry assignment procedure documented in the Field (Operations) Report and Seismic Processing Report. Contractor shall demonstrate that positioning uncertainties do not compromise the required acquisition geometry, binning, fold or co-location objectives. The proposed methodology and any component-specific tolerances shall be submitted to Client for review and approval before production acquisition.
298	Lot 1 SoW §2.2.2, page 13 - Magnetometry requirements	The document currently states, "A dual magnetometer system (transverse gradiometer) is preferable over a single magnetometer system." Please confirm if the gradient configuration is a requirement or a preference as later in Section 2.3.8 the magnetometry survey "must" include Transversal gradient.	The Contracting Authority confirms that a dual magnetometer transverse gradiometer is required for MAG data acquisition.
299	Lot 1 SoW §2.2.2, page 13 - Cross-line requirements	The document currently states, "Cross lines are to be acquired at a maximum spacing of 420 m". Please confirm if the crosslines are required across the full survey area or only to tie "ends" of survey lines.	Cross-lines are to be acquired across the full survey area and shall be approximately perpendicular to the main line survey direction.
300	Lot 1 SoW §2.2.3, page 14 - Use of ADD	The document currently states: "Operation of an Acoustic Deterrent Device (ADD) "Pinger" during all offshore works is mandatory to Contractor." Please confirm that the ADD is not being operated continuously, but only as specified/required for mitigation.	The Contracting Authority refers to the answer to question 283.
301	Lot 1 SoW §2.3.2, pages 16 - Acquisition configuration acceptance	The document currently states: "A draft Mobilisation and Testing report (including calibration, verification, and testing phase results) is to be provided within one calendar week of acceptance of the data acquisition configuration." Please confirm if acceptance of the data acquisition	Acceptance of the data acquisition configuration is to be discussed at an earlier stage, but indeed finalised during mobilisation following any changes that the Contractor has made to proposed configuration.

No	Subject	Question	Answer
		configuration is based on mobilization of the vessel and equipment being considered complete.	Contractor is expected to demonstrate its equipment meets the project requirements to the Client's representative. The mobilisation report is expected to reflect that the setup meets the project requirements.
302	Lot 1 SoW §2.3.2, page 17 - Surrogate item winglines	The document currently states: "The surrogate item winglines are planned at the planned line spacing; the test is successful if SSS and MBES resolve the object on the winglines." Please confirm the intended wingline offsets for the surrogate test and the acceptance criteria for each sensor, including whether detection at full production line spacing is required. At up to 90 m production line spacing, the stated test geometry may not be physically consistent with detection of a 25 kg item.	The winglines are expected to be planned within the 20 x 50 m box. Five (5) survey lines are to be planned: one centred on the object and 2 flanking (on each side), resulting in a wingline distance of ca. 5 m. There should be no issue to resolve a 25 kg object at a max horizontal distance of 10 m of the sensor.
303	Lot 1 SoW §2.3.5, page 19 - MBES specification	The document currently states: "MBES must provide object detection to >1 m." Please clarify whether this means detection of objects larger than 1 m, detection better than 1 m, or another minimum feature size.	Detection of objects larger than, or equal to 1 m.
304	Lot 1 SoW §2.3.6, pp.25-26 - Alternative sonar types	The document currently states: "High resolution side scan sonar survey " Please advise if RVO would consider a SAS system instead of side scan.	The Contracting Authority refers to the answer to question 1.
305	Lot 1 SoW §2.3.6, pp.25-26 - Side scan frequencies	The document currently states: "SSS requires LF ≥600 kHz and HF ≥900 kHz, with ≥200% coverage using ≥600 kHz data and detection of objects >0.3 m." Please confirm whether both SSS frequencies must independently achieve 200% coverage and 0.3 m detection. Contractor proposes that coverage and object-detection acceptance apply to the nominated production channel and usable data range.	The Contracting Authority refers to the answer to question 1.
306	Lot 1 SoW §2.3.7, p.29 - Grain size analysis standards	The document currently states: "Grain-size analysis shall follow EN ISO 17892-F; testing shall follow Eurocode EN 1977-2." Please confirm the intended standards and editions, as EN ISO 17892-F and EN 1977-2 appear to be incorrect or	The reference will be updated to EN ISO 17892-4:2016, or the latest version.

No	Subject	Question	Answer
		incomplete references. Laboratory scope and accreditation depend on unambiguous standard references.	
307	Lot 1 SoW §2.3.8, pp.31-32 - Magnetometer altitude limit	The document currently states: "Nominal magnetometer altitude is stated as "4 m ≥ h"; later text requires no greater than 4 m and recommends no more than 7 m." Please confirm the normal magnetometer altitude limit, allowable temporary excursions, duration/percentage tolerance and approval process for operation between 4 m and 7 m. Contractor proposes that acceptance be based on recorded altitude, noise level and achieved anomaly detectability, with short operational excursions accepted where data quality remains within the agreed criterion. Previous integrated-sensor projects required adjustment of the magnetometer towing arrangement to manage altitude and interference. A data-quality-based tolerance is preferable to an absolute instantaneous limit.	The minimum altitude can be considered to be 4 m. Further refinement can be discussed based on the results of the SIT test, subject to Client approval.
308	Lot 1 SoW §2.3.8, p.32; Table 6, p.33 - Geotiff requirements	The document currently states: "Residual anomalies must not be interpolated or gridded; Table 6 requests processed residual signal, analytical signal, total field and gradiometer data as 0.5 m encoded GeoTIFFs." Please confirm whether the requested GeoTIFFs are per-line ribbon rasters without cross-line interpolation, and provide the required raster width, cell orientation and null-value treatment. The prohibition on gridding appears inconsistent with raster deliverables.	The Contracting Authority refers to the answers to questions 3 and 80. The Tenderer is expected to specify the proposed cell orientation and null-value treatment in its processing methodology.
309	Lot 1 SoW §2.3.8, p.32 - Magnetic data interpretation	The document currently states: "The recommended magnetic picking threshold is peak-to-trough amplitude ≥5 nT; a higher threshold may be approved if noise is high." Please confirm that 5 nT is the default total-field peak-to-trough picking threshold. Contractor proposes that the final threshold may be adjusted by agreement after noise characterization and verification testing, using an agreed signal-to-noise criterion and separate treatment of total-field and gradiometer responses. Prior projects show that electromagnetic interference and	The picking threshold is defined as a minimum residual peak-to-trough amplitude of 5 nT. Refinement may be considered based on the results of the SIT test.

No	Subject	Question	Answer
		towing configuration can control the practical noise floor. The tender should define a controlled mechanism for agreeing a revised threshold rather than leaving approval subjective.	
310	Lot 1 SoW §2.3.9, pp.35-38 - SBP resolution	The document currently states: "SBP requires 0.2 m vertical resolution, while deliverable f6 refers to horizons within the top 10 m and 0.1–0.2 m vertical resolution." Please confirm whether 0.2 m is the minimum required vertical resolution and whether 0.1 m is an aspirational value or a deliverable requirement. The acquisition specification and deliverables table state different resolution ranges.	The minimum required vertical resolution is 0.2 m, making 0.1m aspirational. Contractor will make efforts to deliver the highest resolution they can achieve while meeting the minimum requirements.
311	Lot 2 SoW §2.5.5, p.30 - Minimum offset definition	The document currently states: "Minimum offset As close as feasible to the source, yielding processable traces, and not exceed 10 m" Please confirm that this defines in-line offset between source and spread.	The Contracting Authority confirms that the minimum offset refers to the inline offset between the source and the spread. Contractor shall demonstrate that the proposed source and receiver geometry satisfies the specified minimum-offset requirement and provides data of sufficient quality to meet the survey objectives.
312	Lot 2 SoW §2.5.5, p.30 - Velocity picks	The document currently states: "Velocity picks are required at minimum every 250 m; processing text later states intervals <250 m." Please confirm the maximum permitted spatial interval for velocity analysis and whether the interval applies in both inline and crossline directions. “At minimum every 250 m” and “<250 m” are not identical and the 3D spatial interpretation is unspecified.	The Contracting Authority clarifies that velocity analysis shall be undertaken at spatial intervals, not exceeding 250 m in both the inline and crossline directions. The requirement shall be interpreted as a maximum interval of 250 m, consistent with the requirement for intervals of less than 250 m stated in the processing specification. The Contractor shall document the velocity-analysis grid and demonstrate that the selected spatial sampling is adequate to support the required imaging quality and resolution.
313	Lot 2 SoW Table 6, p.33 - Navigation data delivery	The document currently states: "Navigation data are due 48 hours after completion of 800 km or after 7 days, whichever comes first." Please confirm whether the 800 km trigger is cumulative project acquisition, per vessel, per block or since the previous delivery, and specify the required data period in each submission.	The Contracting Authority clarifies that the navigation-data delivery trigger shall apply separately to each survey vessel. A submission shall be made within 48 hours of either 800 km of acquisition being completed by that vessel since its previous submission, or seven (7) calendar days having elapsed since the previous submission, whichever occurs first. Where acquisition is undertaken by multiple vessels or across multiple survey blocks, the delivery requirement shall apply

No	Subject	Question	Answer
		The trigger and reset basis are not defined for multi-vessel or block-based acquisition.	independently to each vessel. The final submission for a vessel or block shall include any outstanding navigation data not previously delivered.
314	Lot 2 SoW Table 7, pp.35-36 - Seismic data formats	The document currently states: "Deliverables list both SEG-Y and SEG-D for raw/navigation-merged and pre-stack products, and later lists raw field data as SEG-D 12 weeks after fieldwork." Please issue a definitive seismic deliverables matrix identifying each acquisition and processing stage, required SEG-D/SEG-Y format, navigation standard, header mapping, delivery trigger and due date. Contractor proposes that representative header examples and a delivery matrix are agreed during mobilisation, with duplicate formats required only where they have a stated use.	The Scope of Work specifies navigation header locations for pre-stack shot and receiver positions in bytes 73–80 and 81–88, and stacked CMP positions in bytes 181–188. Contractor should provide sample headers demonstrating these fields and the other required metadata. Acquisition data: Contractor shall deliver raw field acquisition data in SEG-D. Fully edited and navigation-merged seismic traces shall also be delivered in SEG-Y, with the required navigation and geometry information in the trace headers. Contractor shall retain and deliver the raw and processed data required by the Scope of Work. Processing products: Contractor shall deliver processed seismic products in the formats specified in table 7 and the processing deliverables schedule. SEG-Y requirements for trace headers shall be applied where specified. Navigation: Navigation deliverables shall comply with the applicable formats stated in the Scope of Work. Contractor shall identify any apparent inconsistency between navigation format references and submit it to Client for confirmation and approval rather than substituting a format. Header mapping and examples: Contractor shall provide representative SEG-Y trace-header examples and a deliverables matrix during mobilisation for review and approval by Client. This shall document the relevant acquisition and processing stages, navigation and geometry fields, coordinate conventions, and delivery formats. Delivery milestones: The delivery milestones expressly stated in the Scope of

No	Subject	Question	Answer
			Work shall remain applicable. Any additional final processing deadlines not expressly defined shall be proposed by Contractor in the delivery schedule, subject to Client approval. Duplicate formats: Contractor shall provide all formats required by the Scope of Work. Any proposed omission of a specified format on the basis that it is duplicative shall be submitted to Client for written approval before delivery requirements are changed.
315	Lot 2 SoW §2.6.1, p.37; Table 8, p.38 - Cross-sections	The document currently states: "Seventy-five geological cross-sections are required; table resolutions for integrated horizon surfaces are marked "tbc"." Please specify the required cross-section locations or selection method, grid resolution for each integrated horizon product, contour intervals and acceptance criteria. These quantities materially affect interpretation and charting effort but key parameters remain undefined.	The location of the required cross-sections shall depend on the significant features identified during the survey. The cross-sections shall at least include the corresponding lines from the Lot 1 output. The Contracting Authority also refers to the answer to question 137.
316	Tender Document §3.2, p.12; Lot 1 SoW §2.5.1, p.48 - Client representatives	The document currently states: "Tender Document requires accommodation for two Client Representatives; Lot 1 permits remote viewer access for unmanned vessels." Please confirm the technical and operational requirements for proposing an unmanned survey vessel, including remote access, client representation, communications, intervention capability and which manned-vessel accommodation requirements become not applicable. The Tender Document is written around manned vessels, while the Lot 1 scope explicitly allows unmanned operations.	The Contracting Authority refers to the answer to question 135.
317	Lot 2 SoW §2.5.2, p.23 - Noise characterisation	The document currently states: "Noise testing is required at representative survey speeds and with a reference hydrophone deployed from the planned tow point." Contractor respectfully requests that vessel-noise characterization may be completed during vessel shakedown or offshore mobilisation using a towing and offset configuration representative of the final spread, with the exact test matrix agreed before mobilisation.	The Contracting Authority agrees that vessel-noise characterisation may be undertaken during vessel shakedown or offshore mobilisation, provided the testing is completed before production acquisition and meets the requirements of the Scope of Work.

No	Subject	Question	Answer
318	Lot 2 SoW mobilisation/testing requirements - UHR verification	The document currently states: "The scope includes acceptance testing of the 3D-UHRS spread and associated rapid quality-control products." Please distinguish the field verification test swathe from any 3D mini-cube deliverable, and confirm the minimum area, line count, fold, turnaround, processing sequence, 24-hour deliverables and acceptance criteria for each.	The field verification test shall comply with the Scope of Work requirements for a full spread acquired over a minimum of three (3) swaths: two lines in opposite directions and a third neighbouring line. The line length shall be determined to satisfy the requirement for a volume at least one-quarter the size of the final cube. The resulting 3D volume shall demonstrate compliance with the ITT requirements. Contractor shall document the fold assessment and proposed QC processing sequence in the PEP.
319	Lot 2 SoW source verification requirements - Source signature testing	The document currently states: "Source-system verification and source-signature information are required during mobilisation/testing." Please confirm whether individual source signatures measured with a calibrated hydrophone are mandatory, define the required depth, offset, energy levels and acceptance metrics, and confirm whether recent representative measurements may be submitted instead.	The Contracting Authority confirms that source-signature testing using a calibrated reference hydrophone is required during mobilisation and sea trials, in accordance with section 2.5.1 of the Scope of Work. Recent representative measurements will not be accepted.
320	Lot 2 SoW - Hydrophone verification	The document currently states: "Hydrophone/receiver operation is to be demonstrated during mobilisation." Please confirm whether every receiver channel must undergo an individual physical tap test, or whether Contractor may demonstrate channel integrity through system diagnostics, noise records, continuity checks and representative physical testing, followed by offshore line-quality verification. Tap testing of individual hydrophones is impractical for 3D spreads.	Contractually, the tap test on every physical hydrophone remains unchanged. Contractor may propose a more efficient alternative method to demonstrate that the hydrophones are functioning properly, subject to Client approval during the execution of the Work. If the Client does not approve, the contractual basis of tap tests shall remain unchanged.
321	Lot 2 SoW - Daily QC deliverables	The document currently states: "Rapid offshore quality-control deliverables are required during acquisition." Please confirm the mandatory 24-hour package and whether Contractor may provide alternative QC evidence where a specific product, such as onboard semblance, is not routinely available. Contractor proposes an agreed package demonstrating penetration, source/receiver performance, positioning, fold and coverage.	The end-of-line QC submission shall be provided every 24 hours and must include the required acquisition checks, including amplitude/RMS QC, track plots, amplitude source spectra and streamer depth. The EOL QC document and QC log sheet shall be provided in accordance with Table 7. Fold plots shall be included in daily progress reports as specified. No deviation from these requirements will be accepted.

No	Subject	Question	Answer
322	Lot 1 and Lot 2 - Mobilisation testing	The document currently states: "Mobilisation testing, acceptance and start of chargeable operations are subject to completion of required checks." Please confirm that the vessel may be declared mobilised when the agreed mobilisation checklist is completed and accepted, while any agreed offshore verification items remain governed by explicit risk, downtime and re-test provisions.	The Contracting Authority does not confirm. The requirements for completion of mobilisation are set out in section 2.5.1 of the Scope of Work.
323	Lot 1 SoW MBES coverage and infill requirements - MBES coverage	The document currently states: "MBES coverage, density and object detection requirements apply across the survey area." Please confirm that isolated cell-level density or coverage exceptions will not trigger disproportionate infill where the overall surface and object-detection objectives are met. Contractor proposes an agreed de minimis tolerance and infill decision process based on contiguous gaps and data usability.	Tenderer may propose a method for addressing data gaps and infill in its Tender. The Contracting authority clarifies the MBES coverage acceptance criteria as follows: ▪ At least 95% of the cells must contain a minimum of six (6) validated data points. ▪ At least 99% of the cells must contain a minimum of one (1) validated datapoint. ▪ In a grid of 2 x 2m generated from the validated data, no empty data cells are permitted.
324	Lot 1 SoW SSS coverage; Lot 2 integrated-sensor operation - UHR line spacing and SSS coverage	The document currently states: "Integrated SSS must meet coverage and target-detection criteria while operated with the selected UHR3D line spacing." Please confirm that any client-selected or scored UHR3D line spacing takes precedence where it limits achievable high-frequency SSS coverage, and that the residual SSS coverage, range setting, infill and target-resolution consequences will be agreed as a documented qualification.	The Contracting Authority refers to the answer to question 1 regarding the updated SSS coverage requirements. The Contracting authority expects the requirements of both lots to be met.
325	Lot 2 SoW - UHR survey vessel speed	The document currently states: "Survey speed, firing interval, record length, fold and offset requirements jointly define acquisition performance." Please confirm that Contractor may vary speed within an agreed operating envelope to maintain data quality, fold, source interval and safe operations, rather than being contractually fixed to a single speed. Any productivity effect would follow the agreed commercial schedule.	Confirmed. However the agreed operating envelope must be defined and quantified by Contractor in the PEP For compliance with the overall survey speed requirements, the Contracting Authority refers to the answers to questions 296 and 70.
326	Lot 2 SoW - Coverage boundaries	The document currently states: "Full-fold and data coverage are required to the defined survey boundary." Please define the required full-fold boundary, run-in/run-out	Contractor shall include in its preplot and in the PEP a proposed acquisition buffer beyond the investigation area boundary, with supporting source/ receiver geometry, offset

No	Subject	Question	Answer
		distance, source activation beyond the investigation area, and acceptance of edge taper. Contractor proposes that preplots include an agreed acquisition buffer sufficient for all offsets and processing apertures.	and fold plots. The proposal shall identify the run-in/run-out distances required to achieve the specified coverage and acceptable data quality at the investigation area boundary, taking account of the proposed acquisition configuration and processing requirements. Contractor shall identify the extent to which sources will be activated outside the investigation area, including the proposed limits of acquisition. Any proposed edge taper or reduction in fold near the investigation area boundary shall be clearly mapped and quantified. Contractor shall demonstrate the resulting fold distribution and explain any areas where the required criteria may not be achieved. Client shall review and agree the boundary treatment and acceptance criteria before production acquisition.
327	Lot 1 SoW S2.2.4 - UXO interpretation	The document currently states: "The acquisition and processing of the magnetic data, sidescan data, and selection of any pUXO which might be observed within the data, should be performed by the Contractor in accordance to the CS-OOO guidelines both with regards to data acquisition and data processing" Please clarify if a certified Senior UXO expert (according to the CS-OOO guidelines) is required to undertake Lot 1 pUXO and nUXO interpretation.	Processing shall be conducted in accordance with the CS-OOO guidelines for the full scope, including acquisition and interpretation.
328	Lot 1 SoW S1.6 - Geotechnical data availability	The document currently states: "Correlation with existing geophysical and geotechnical interpretation as available." The Geological DTS indicated that limited geotechnical data were available within the area ("the geotechnical profiles contain only basic soil types and layering with no geotechnical detail or physical properties"), please confirm that no additional geotechnical data are expected to be integrated into the PGMs (LOT 1 and LOT 2)	The Contracting Authority does not confirm. Seabed samples will be collected during the Lot 1 geophysical survey. Furthermore, the Contracting Authority refers to Clarification No. 1 at the beginning of this MOI regarding the revised tie-line requirements. Geophysical and geotechnical data, and the ground models from previous sites shall be used for the interpretation of the tie-lines, as specified in the accompanying addendum.
329	Lot 2 SoW S1.6 - Geotechnical data availability	The document currently states: "Correlation with existing geophysical and geotechnical interpretation as available." The Geological DTS indicated that limited geotechnical data	The Contracting Authority refers to the answer to question 328.

No	Subject	Question	Answer
		were available within the area ("the geotechnical profiles contain only basic soil types and layering with no geotechnical detail or physical properties"), please confirm that no additional geotechnical data are expected to be integrated into the PGMs (Lot 1 and Lot 2)	
330	Lot 2 SoW S1.6 - PGM zonation	The document currently states: "A preliminary zonation of the site for input into the specification and scope for a geotechnical sampling and testing program to follow the completion of the geophysical survey." Please confirm that Lot 2 PGM preliminary zonation is expected to supersede Lot 1 preliminary zonation.	The Contracting Authority confirms that the preliminary zonation in the Lot 2 Preliminary Ground Model (PGM) is expected to supersede the preliminary zonation developed under Lot 1.
331	Lot 1 SoW S2.3.5 - Water column data over obstacles	The document currently states: "Water column data over wrecks and other obstacles shall be supplied." Please clarify definition of obstacles (in some parts of the text, reference is only made to wrecks) and mechanism to trigger recording and supply to Client of WC data.	The acquisition of water column data has been removed from the Scope of Work. The Contracting Authority refers to Clarification No. 2 at the beginning of this MOI.
332	Lot 2 SoW S2.6 - PGM data integration	The document currently states: "Lot 2 Contractor shall integrate the Lot 1 and Lot 2 datasets into one coherent Preliminary Ground Model (PGM)."."The integration will be performed by the Lot 2 Contractor. The Lot 1 Contractor is expected to reasonably assist the Lot 2 Contractor by providing information on the datasets, the processing steps taken, and the conclusions drawn within one week (5 working days) of the Lot 2 Contractor request." Please clarify anticipated schedule interface and deliverables management between Lot 1 and Lot 2 contracts in order to ensure reception of completed data processing and interpretation on time for Lot 2 PGM data integration and reporting. The wording quoted from S2.6 seems rather insufficient to manage this interface between Contractors from Lot 1 and Lot 2.	Both Contractors shall propose their data integration strategy as part of their Tender, and the exact details shall be discussed during the execution of the Work. Please note that the Scope of Work for Lot 1 provides for a shorter processing and finalisation turnaround following acquisition, making integration feasible for the Lot 2 Contractor, as Lot 1 is expected to be finalised earlier.
333	Lot 2 SoW S2.6 - PGM data integration	The document currently states: "Lot 2 Contractor shall integrate the Lot 1 and Lot 2 datasets into one coherent Preliminary Ground Model (PGM). The purpose of this PGM is to deliver the aggregation of the data associated with the seabed itself (MBES, SBP, SSS, MAG; SoWs Annex [5]-Section IV Lot1) and the aggregation of the data associated	The Contracting Authority refers to the answer to question 220. The Lot 1 Contractor and the Client are principally responsible for the quality of the Lot 1 data provided to the

No	Subject	Question	Answer
		with the sub-seabed (SBP; SoW Lot 1 and this SoW Lot 2) to inform the design of the anticipated Geotechnical Investigation. The integration operations required of the PGM are principally the aggregation of the seabed data (MBES, SSS, MAG), the aggregation of the sub-seabed data (UHRS, SBP) to deliver a sub-seabed workstation project, a set of interpreted datasets, and the integration of all suitable data elements into a GIS project, and the Final Interpretation Report." Please clarify if the Lot 2 Contractor will be responsible for the Quality Management of the data and interpretations from Lot 1 that are to be integrated into the Lot 2 PGM. In addition, please clarify how differences in interpretations in the shallow part of the subsurface imaged in both SBP and UHRS datasets will be handled and if Lot 2 Contractor would be responsible for any re-interpretation of the SBP data to ensure delivery of a consistent Lot 2 PGM.	Lot 2 Contractor. A certain degree of quality management is expected from the Lot 2 Contractor: due diligence shall be performed and reported, and a brief spot-check review is expected. Improvements to the Lot 1 data are not expected to be required or performed by the Lot 2 Contractor. Differences in SBP and UHRS data and interpretation shall be reported by the Lot 2 Contractor and discussed among all relevant parties. The Lot 2 Contractor shall substantiate which horizons are used in the final Lot 2 PGM.
334	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf 2.2.1 Activities Page 13 of 45 - QC data delivery	The document currently states: "fast track 48 hour deliverables for quality checks performed on coverage." Contractor kindly asks that this criterion is waived. Normally the post-processed positioning data is supplied within 24 hours, but for lines that need further investigation and manual processing it may take longer than 24 hours.	The Contracting Authority does not agree to a general waiver of the 48-hour fast-track QC requirements, as these are required to monitor survey coverage, fold and data quality during acquisition. The Contracting Authority recognises that some lines may require additional investigation and manual processing before final post-processed positioning data can be supplied. Where this occurs, the Contractor shall provide the available positioning and QC information within the applicable contractual reporting period, clearly identify any provisional data or outstanding lines, explain the reason for the delay, and provide an estimated delivery time for the final data. Any outstanding manual processing shall not prevent the Contractor from providing the required fast-track coverage outline, fold checks and brute-stack QC within the specified 48-hour reporting cycle. The Contractor shall notify Client promptly of any issue that could affect the reliability of these checks or the assessment of survey coverage.

No	Subject	Question	Answer
			Contractor shall continue to meet the separate navigation data and QC deliverable milestones specified in table 6.
335	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf 2.4 Quality Assurance and Quality Control Page 18 of 46 - UHR INS print out	The document currently states: "A print-out of the final on-board survey system database will be delivered in the contractor's Mobilisation and Calibration report." Contractor kindly asks that this criterion is waived. There is no such print-out available for UHRS INS. All offsets for the setup are listed in the standard P1/11 header.	The contractual requirement will stand, but the Contracting Authority is prepared to consider an alternative to the required print-out if Contractor confirms that no such print-out is available for the UHRS INS system, granted these will serve the purpose as described in the Scope of Work.
336	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf 2.4 Quality Assurance and Quality Control Page 18 of 46 And Table 5: Other required 3D-UHRS survey parameters Page 30 of 46 - Feathering specification	The document currently states: "… feathering angle threshold of 12 degrees is exceeded…" and "Not greater than 12 degrees, unless it can be compensated by shooting with the tides" Contractor kindly asks that this criterion is waived as it is to a large extent out of Contractor control. Contractor will ensure that the coverage specifications are met regardless of feather angle. Coverage criterion for 3D seismic data acquisition is normally a certain fold within the different receiver groups. As long as the specified fold is achieved, feather should not be a cause for data rejection or a halt in the acquisition.	The Contracting Authority refers to the answer to question 235.
337	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf 2.4 Quality Assurance and Quality Control Page 19 of 46 - Coverage assessment	The document currently states: " • Plot of source and receiver coordinates • CDP binning/track plot QC" Contractor request that the requirement lot of source and receivers track plot not a part of line acceptance is waived. Contractor's standard procedure is to assess coverage by using binning displays.	The Contracting Authority does not agree to waive this requirement. However, the Client is prepared to consider the Contractor's standard binning displays as the primary means of assessing coverage and fold for line acceptance, provided that the required acquisition geometry, positioning and data-quality checks are adequately demonstrated. The requirement to assess source and receiver coordinates is not waived. Contractor shall retain appropriate positioning and geometry QC and make the source/receiver coordinate plots or equivalent evidence available to the Client on request, particularly where anomalies, coverage gaps or discrepancies are identified.
338	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf	The document currently states: " • Dimensional Control Survey/Verification • Establish (verify) vessel geometry	The contractual requirement will hold, but The Contracting Authority is prepared to consider a documented dynamic DGNSS calibration as an alternative to an alongside

No	Subject	Question	Answer
	2. 5 Data Acquisition Page 20 of 46 - DGNSS calibrations	• INS, Gyro and motion sensor calibrations" Contractor requests that the dynamic DGNSS calibrations be allowed in lieu of alongside calibrations. Contractor's vessels DGNSS and heading sensors are dynamically calibrated as a minimum once a year. Latest calibration report is available upon request. A dynamic calibration can be done anywhere and near anytime and is more cost and time effective than an alongside calibration. All without compromising the quality of the result.	calibration, subject to review, acceptance of the supporting evidence and ultimately Client approval. Contractor shall provide the latest calibration report for the proposed vessel and demonstrate that the calibration remains valid for the equipment and configuration to be used during this survey. The report shall identify the systems calibrated, calibration date, methodology, achieved positioning and heading accuracy, and any applicable limitations.
339	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf 2. 5 Data Acquisition Page 20 of 46 - SVP calibration certificate	The document currently states: "At any point during the project execution, the calibration certificate shall not be older than 12 months." Contractor requests that the certificate age requirement is relaxed. Our full profile sound velocity meters (SAIV) are calibrated for life by the manufacturer. We service the SAIV meters every 48 months based on the manufacturer's recommendation and our vessels are equipped with two SAIV instruments with a service interval offset by 24 months.	The contractual requirement will stay, but The Contracting Authority is prepared to consider an alternative to the 12-month calibration certificate requirement for the SAIV sound velocity meters, subject to submission and review of supporting documentation subject Client approval.
340	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf 2 .5.3 Positioning Page 24 of 46 - Positioning accuracies	The document currently states: "The combined precision and accuracy of the navigational positioning capability and post-processing methods must be sufficient to allow horizontal positions of moving survey hardware to be determined to within ±1 m, with height values within ±0.1 m." Please can RVO clarify if this specification is applicable to both source and streamers?	The Contracting Authority confirms that the positioning accuracy requirement applies to both the seismic source(s) and the streamer system.
341	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf 2 .5.3 Positioning Page 24 of 46 - DGPS requirement	The document currently states: "Equipment must be positioned using DGPS systems…" Contractor requests that an RGNSS solution be permitted. Contractor's UHR positioning solution uses on-spread RGNSS receivers and the navigation solution is then tied back to the vessel's onboard DGNSS.	The Contracting Authority is prepared to consider the proposed RGNSS positioning solution as an alternative to the specified DGPS system, subject to review and approval by Client of the Contractor's technical justification.
342	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf 2 .5.3 Positioning Page 24 of 46 - Tidal corrections	The document currently states: "All positioning should be tidal corrected." Contractor kindly ask this requirements to be waived for	The Contracting Authority does not agree to waive the requirement for tidal correction of positioning data, as specified in section 2.5.3 of the Scope of Work.

No	Subject	Question	Answer
		UHRS navigation data. Tidal adjustments may be done in processing of the seismic data.	
343	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf 2 .5.3 Positioning Page 24 of 46 - RINEX data	The document currently states: "As a prudent practice, RINEX corrections will be recorded for the duration of the survey to allow for post-processing if required." Contractor kindly asks that this criterion is waived. RINEX data is not for the duration of the survey, but is logged and processed as a health check prior to start of survey.	The Contracting Authority notes Contractor's explanation that RINEX data are logged and processed as part of a pre-survey positioning-system health check. However, this does not provide the same capability as retaining RINEX data throughout the survey for post-processing if required. Although the Scope of Work describes recording RINEX corrections for the duration of the survey as a prudent practice, the Contracting Authority considers that retaining these data provides a useful independent means of investigating positioning discrepancies and verifying positioning accuracy if issues arise during or after acquisition. Without these data, the ability to diagnose certain positioning issues and undertake retrospective checks or corrective post-processing may be limited, potentially resulting in additional processing, cost and schedule implications. The Contracting Authority therefore does not agree to waive this provision solely on the basis that a pre-survey health check is performed. Contractor shall explain whether continuous RINEX recording and retention is technically feasible and identify any limitations. If an alternative is proposed, it shall demonstrate how positioning integrity can be independently verified and how the required positioning accuracy can be maintained and evidenced throughout the survey. Any alternative shall be subject to Client's review and written approval.
344	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf 2 .5.3 Positioning Page 24 of 46 - PPS timing	The document currently states: "PPS timing will be supplied to all sensors requiring a timestamp. The pulses will be derived from the same single source." Contractor kindly asks that this criterion is waived. For our UHRS, on the principle of redundancy by design there are multiple sources for timing. All equipment is designed to	The Contracting Authority does not agree to waive the timing synchronisation requirement without further technical justification. The requirement for PPS timing derived from a single source is intended to ensure a consistent time reference across all sensors requiring timestamps, supporting reliable synchronisation and integration of the acquired datasets.

No	Subject	Question	Answer
		receive PPS for timing, but instead receives timing from its own GNSS card.	The Contracting Authority notes Contractor's proposed approach of using individual GNSS timing cards within the UHRS system, based on redundancy by design. This approach may be acceptable, provided the Contractor demonstrates that the independent timing sources maintain sufficient synchronisation and timestamp consistency across all relevant acquisition systems, and that any timing discrepancies or loss of synchronisation can be detected. All of this is subject to Client approval. Contractor shall provide details of the proposed timing architecture, the timing accuracy and synchronisation achieved between sensors, and the verification and monitoring procedures to be undertaken during mobilisation and production. Evidence shall demonstrate that the proposed arrangement does not compromise seismic acquisition, navigation integration or the quality of the final deliverables.
345	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf 2 .5.3 Positioning Page 24 of 46 - GPS positioning	The document currently states: "Required Elements • GPS positioning on source(s), and head and tail buoys of hydrophone cables;" Contractor kindly asks that this criterion is waived. Proposed vessel is providing position of streamers and sources based on compass, acoustic and RGNSS combined. All sources have RGNSS but not all floats for streamer have RGNSS.	The Contracting Authority does not agree to a blanket waiver of the positioning requirement. The Scope of Work specifies GPS positioning on the source(s) and the head and tail buoys of the hydrophone cables. The Contracting Authority is prepared to consider the Contractor's proposed integrated positioning solution, combining compass, acoustic positioning and RGNSS, provided the Contractor demonstrates that it can reliably determine source and receiver positions to meet the positioning accuracy requirements specified in the Scope of Work. All of this is subject to Client approval.
346	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf 2.5.5 3D Ultra High-Resolution Seismic Survey Page 32 of 46 - QC data delivery	The document currently states: "Contractor shall have the necessary hard drives available on board for the exchange of required data sets for QC at each crew change." Contractor kindly asks that this criterion is waived. To maintain continuity, timeliness, and security of data deliveries, we have transitioned to digital delivery as the primary fulfilment method. Available options include:	The Contracting Authority does not agree to waive this requirement. Contractor shall have the necessary hard drives on board for data transfer redundancy options. For example: if an Offshore Client Representative (OCR) has doubts on a relatively large data volume and requires Client input on part of the data, which is not yet made available by the

No	Subject	Question	Answer
		• Cloud-based delivery • Secure network transfer (SFTP / secure download)	Contractor through cloud-based delivery. The OCR must be able to transfer data samples using hard disks, provided by Contractor on board the vessel.
347	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf Table 6 Data delivery requirements for QAQC by CR and/or Client Page 33 of 46 - Seismic QC data formats	The document currently states: "48hrs Navigation data P1/90 .SHP" Contractor requests that navigation data can be provided in the newer P1/11 and P2/11 formats and that the requirement for shape files is waived. The new industry delivery standard is OGP P1/11 and P2/11 format. UKOOA P1/90 and P2/94 is the old format	The Contracting Authority accepts the use of the current IOGP P1/11 and P2/11 formats in place of the legacy UKOOA P1/90 and P2/94 formats, respectively, subject to confirmation of the appropriate format for each navigation deliverable and successful verification that the data contain the required positioning information. The Contracting Authority may also accept an alternative to SHP format, provided the Contractor supplies an equivalent, readily accessible GIS-compatible output that enables the Client to review survey navigation and coverage within the required 48-hour period. The proposed alternative format and its suitability for the Client's review workflow shall be agreed with Client in advance.
348	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf Table 7: 3D Multi-Channel Ultra High-Resolution Seismic deliverables Page 35 of 46 - Seismic data formats	The document currently states: "Multi-streamer sail line tracks (navigation) data, Survey line ID included as attribute [lin] Multi-streamer sail line (navigation) data, fix point included as attribute [ptn]" Contractor requests that navigation data can be provided in the newer P1/11 and P2/11 formats and that the requirement for line and point shapefiles is waived.	The Contracting Authority refers to the answer to question 347.
349	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf Table 7: 3D Multi-Channel Ultra High-Resolution Seismic deliverables Page 35 of 46 - Seismic data formats	The document currently states: "Navigation (with final migration CMP positions) IOGP P2/11" Please confirm that CMP can be supplied in P1/11 format. P2/11 format standard only contains raw navigation data.	The Contracting Authority refers to the answer to question 347.
350	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf Table 9: GIS deliverables Page 40 of 46 - GIS deliverables	The document currently states: "Sensor trackplots and fix points" Contractor kindly asks that this criterion is waived.	The Contracting Authority does not agree to waive the requirement for sensor trackplots and fix points, as these provide a means of reviewing survey navigation, sensor positioning and the consistency of the acquired data.
351	Tender Document Sa 67 GP_F.pdf, 32, Annex 3d	Annex 3d acquisition parameters are evaluated on three criteria: bin size, nominal fold and maximum offset. - Evaluation of Annex 3d acquisition parameters. For the	The Contracting Authority refers to the answer to question 63.

No	Subject	Question	Answer
		evaluation of Annex 3d, please confirm that (a) bin size means the natural acquisition bin resulting from the source and streamer geometry, and (b) nominal fold means the fold at that bin size before any flex binning or regularisation.	
352	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, 34 - Near-trace cubes for onboard QC	Near-trace cubes are to be used as the first onboard QC step for the 3D UHRS data. Are near-trace cubes intended solely as an onboard QC tool, or are they also a formal deliverable? If they are a deliverable, please state how often they should be updated and whether a range of near offsets may be used rather than only the nearest channel.	The Contracting Authority refers to the answers to questions 64 and 175.
353	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, 33 - Stacking velocity analysis in the QC sequence	The QC processing sequence includes stacking velocity analysis at regular intervals of less than 250 m. Please clarify whether this QC sequence, including stacking velocity analysis at intervals below 250 m, is to be applied to the 2D centre lines used for onboard QC, or only to the 3D volume.	The Contracting Authority confirms that the stacking velocity analysis requirement applies to both the onboard QC processing of the 2D centre lines and the 3D volume. Furthermore, please consider the answers to questions 65, 179 and 312.
354	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, 34 - Angle stacks in the final stack	The QC processing sequence includes a final stack comprising full-offset and angle stacks. Table 7 and the delivery list include full-offset stacks only. Please confirm whether angle stacks are required and, if so, how many angle ranges should be produced.	The Contracting Authority confirms that the Contractor shall include the full-offset stack and angle stacks as specified in the deliverables. The Contractor shall also clarify its proposed approach to generating angle stacks, including the proposed offset & angle ranges. The number and definition of angle ranges shall be proposed by the Contractor for Client's review and approval, taking into account the acquisition geometry, data quality and processing objectives.
355	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, 36 - Raw data delivery formats	Raw multi-channel shot gathers, with geometry and navigation applied, are to be delivered in both SEG-Y and SEG-D format. Please clarify whether raw shot gathers must be supplied in both SEG-D and SEG-Y, or whether one of the two formats is sufficient.	The Contracting Authority confirms that both SEG-D and SEG-Y formats are required, as specified in the Scope of Work. The Contracting Authority also refers to the answer to question 66.
356	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, 30 - Acquisition bin size	For the interval down to 50 m below seabed, the resolution table specifies an offshore acquisition bin size below 6.25 m. The resolution table gives an acquisition bin size below 6.25 m, while Table 5 and Table 7 (item g10) give 2–6.25 m. Please confirm that a 6.25 m x 6.25 m bin is acceptable, and	The Contracting Authority refers to the answer to question 67.

No	Subject	Question	Answer
		whether the requirement refers to the natural acquisition bin, the final processed bin or both.	
357	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, 30 - Time sample interval	Table 5 sets a maximum acquisition sample interval of 0.5 ms; the Contractor is to define any processing changes at depth if data are re-binned below 50 m. Please confirm that 0.5 ms is the largest acceptable sample interval, and state whether the sample interval will form part of the technical evaluation.	The Contracting Authority confirms that 0.5 ms is the maximum acceptable acquisition time sample interval, as specified in Table 5 of the Scope of Work. The Contractor shall identify and justify any processing changes required at depth where data are re-binned below 50 m, demonstrating that the specified vertical and lateral resolution requirements are maintained. The sample interval shall be assessed for compliance with the technical specification, and shall be assessed within the Project Execution Plan (PEP), with scoring specified in the Tender Document.
358	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, 16 - Division of data into blocks	The PEP must include the split of data into blocks suitable for data management and quality review (expected between 4-20 blocks). Please confirm whether the 3D UHRS deliverables listed in Table 7 are to be delivered per block, and that the block division proposed in the PEP (4–20 blocks) is indicative and will be agreed with the Client after award, as stated in §2.5.5 (p.29).	The Contracting Authority confirms that the proposed division of the 3D-UHRS survey into approximately 4–20 blocks is indicative and shall be proposed by Contractor in the Project Execution Plan (PEP), with the final block division to be agreed with Client after award, as stated in section 2.5.5 of the Scope of Work. Contractor shall identify in the PEP how the table 7 deliverables will be provided for each block, and how the block-based deliveries will support data management, quality control and review. The agreed block division and associated delivery arrangements shall be documented following Client's approval. The Contracting Authority also refers to the answer to question 69.
359	Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP_F.pdf, 17, 23 - Maximum survey speed over ground	Survey speed over ground is limited to 3.8 knots and is to be monitored and reported (§2.4). Noise tests are to be run at 3–4.5 knots through water to select propeller rpm and pitch settings (§2.5.1). Please clarify whether 3.8 knots is a maximum speed over ground or a target speed. Given that noise tests are specified at 3–4.5 knots through water, please confirm whether speeds above 3.8 knots over ground are acceptable when currents and data quality allow.	The Contracting Authority refers to the answers to questions 70, 296 and 325.

No	Subject	Question	Answer