Ref.	Subject	Question	Answers
1	Annex 3	Can you confirm that the six Client Representatives not requiring 3D seismic experience will receive full recognition for their Lot 1 seabed survey projects under Annex 3 scoring?	Yes we can confirm.
2	Clarification Annex 3 Qualification for Offshore Client Representativesentatives	In Annex 3 – Qualifications Key Personnel, we note an apparent inconsistency in the assessment Client Representative criteria for the proposed Client Representatives. The general instructions refer to the number of offshore Geophysical Survey projects executed as a Client Representative, whereas column G and the scoring table in the Info tab specifically refer to Geotechnical Soil Investigations and experience with Geotechnical projects. Considering that the Scope of Work in Annex 8 specifically concerns geophysical survey activities (LOT 1 and LOT 2), we would appreciate clarification on the following: Can RVO confirm whether the references to Geotechnical Soil Investigations in Annex 3 should instead refer to Geophysical Survey Investigations?	This is correct. The references to geotechnical investigations in Annex 3 should refer to comparable offshore geophysical survey projects. This had been corrected in the Annex published with this Memorandum of Information.
3	Clarification Annex 3 Qualification for Offshore Client Representativesentatives	Will experience gained as a Client Representative on offshore geophysical survey projects be fully recognised and scored under this Client Representative criterion?	Yes. Offshore geophysical survey projects carried out as a Client Representative count if they meet Section 5.2.1 and are supported by the submitted CV.
4	Clarification Annex 3 Qualification for Offshore Client Representativesentatives	If both geophysical and geotechnical survey projects qualify, can RVO confirm whether they will be assessed equally?	Geotechnical work alone does not qualify. For projects involving both types of work, the geophysical survey work must meet Section 5.2.1.
5	OClient Representative Durations	Tender Document 4.3.2 says at least 2 months continuous Client Representative deployment; Annex 2 says 4 months. Which applies?	The minimum continuous deployment period is two (2) months, as stated in Section 4.3.2. The reference to four months in Annex 2 should read two months. This has been adjusted in the Annex published with this Memorandum of Information.
6	Reference submission documentation	Section 7.3.15 says fill in and upload Annex 2 with the tender; Section 4.3.2 says reference evidence only on request. Confirm Annex 2 is required at submission	The completed Annex 2 must be submitted with the tender in accordance with Section 7.3.15. The statement in Section 4.3.2 that reference evidence is required only upon request is incorrect and should be disregarded.
7	Project definition	5.2.1 requires UHR multi-channel sparker/air gun for every counted project, while 3.2 requires it only for Lot 2 Client Representatives. Do seabed-only (Lot 1) Client Representatives' projects count without 3D UHRS?	Yes, we confirm that offshore geophysical survey projects relating to Lot 1 may be counted towards the assessment of Client Representatives proposed for Lot 1, even if those projects did not include 3D-UHRS.
8	Annex 3 wording	Columns refer to “geotechnical soil investigations” rather than geophysical surveys — confirm geophysical Client Representative projects are meant.	See the answer to question 2
9	Certificate of Conduct	Confirm a UK equivalent (e.g. via eCertis) is accepted for a UK-registered tenderer.	Yes as stated in paragraph 4.2 of the Tenderdocument certificates fount through eCertis are accepted.
10	ARVODI art. 21.1-21.2	Article 21 ARVODI allows the Contractor to terminate in the event of a material breach, while Article 16.5 excludes suspension or termination due to non-payment. In light of Requirement 3.9 A of the Gids Proportionaliteit and the principle of balanced risk allocation, could the Contracting Authority confirm that Article 16.5 will not apply in the event of structural or persistent non-payment of undisputed amounts, provided that the Contracting Authority has been given a reasonable cure period following written notice of default?	Not agreed. Article 16.5 ARVODI-2025 remains applicable. Article 16.2 provides for statutory commercial interest and recovery costs where the Contracting Authority fails to pay on time without valid grounds. The Contracting Authority considers this allocation of rights and obligations appropriate and sees no reason to introduce the requested exception.
11	FA §§3.6-3.7; ARVODI arts. 15-16	The Framework Agreement provides for a 30-day payment term, but makes payment conditional upon both receipt and acceptance of the invoice, without specifying a clear acceptance procedure or timeframe. This may effectively extend the payment period and places the associated payment risk with the Contractor. In light of the proportionality principle and the requirement for an appropriate allocation of contractual risks under the Gids Proportionaliteit, could the Contracting Authority amend the Framework Agreement to provide that invoices are deemed accepted within five working days unless reasonably disputed, and that the Contractor may suspend performance where an undisputed invoice remains unpaid for more than 30 days after written notice of default?	The Contracting Authority reviews invoices upon receipt and promptly requests any corrections. No separate acceptance deadline applies. Payment is due within 30 days of receipt of a correctly submitted invoice. The Contracting Authority rejects the proposed amendment, including the requested right to suspend performance in the event of continued non-payment.
12	Tender §2.5 / Annex 8 §2.4	The Tender provides for an indicative volume of 460 Client Representative days, without any guaranteed minimum volume, while requiring the Contractor to ensure the availability of five main and five back-up Client Representatives. In light of Requirements 3.3 A and 3.9 A of the Dutch Guide to Proportionality, could the Contracting Authority confirm that no exclusive or uncompensated availability of Client Representatives is required outside confirmed call-offs? If capacity is required to be reserved, please confirm that an appropriate risk allocation will apply, such as a minimum volume commitment, binding forecast, availability fee and/or compensation for late cancellation.	The Contractor must maintain a pool of five primary and five reserve Client Representatives to ensure continuity of service and provide cover when a primary Client Representative is unavailable. Outside confirmed call-offs, these individuals may accept other assignments and are not required to remain on unpaid standby. For each confirmed call-off, the Contractor must provide the required cover from the pool.
13	Scope: Tender §2.1, §3.1; Annex 8 §§2.1-2.8	Please confirm that the Client Representative performs a monitoring and advisory role only and does not assume responsibility for the acts, omissions, HSEQ performance, survey methodology, equipment, data quality or contractual performance of the Geophysical Survey Contractor.	It is confirmed that the Client Representative does not assume responsibility for the acts, omissions, HSEQ performance, survey methodology, equipment, data quality or contractual performance of the Geophysical Survey Contractor. However, the Client Representative is responsible for monitoring compliance with the standards and requirements set out by the Contracting Authority in the Geophysical Tender and project plans, and for informing RVO of relevant observations on board the vessel, including any identified non-compliance.
14	Tender document offshore Client Representatives.pdf / Annex 8 Scope of Work.pdf Tender §3.2 / Annex 8 §2.3	Please confirm how Client Representatives are to be designated as main or back-up Client Representatives in the Tender, as Annex 3 does not appear to contain a field for this designation.	The designation as main or back-up Client Representative may be indicated in Annex 3, this column has been added. There will be no distinction made between main or back up Client Representative when scoring the Client Representatives. The corrected Annex will be uploaded with the MoI.
15	Tender document offshore Client Representatives.pdf / Annex 5a Concept Framework Agreement.pdf Tender §3.3.2 / FA §3.2	The Tender Document permits additional costs for mobilisation outside Europe or the UK, whereas Article 3.2 of the Framework Agreement refers to additional expenses for mobilisation outside the Netherlands. Please confirm which provision applies.	Article 3.3.2 of the Tender Document applies. The Framework Agreement has been amended accordingly.
16	Tender document offshore Client Representatives.pdf / Annex 5a Concept Framework Agreement.pdf Tender §2.4 / FA §2.1	The Tender Document states an intended Framework Agreement start date of 9 February 2027, whereas Article 2.1 of the Framework Agreement states 8 February 2027. Please confirm the correct start date.	The correct start date is February 15 2027. This has been corrected in the Frameworkagreement and Tenderdocuments.
17	Tender document offshore Client Representatives.pdf / Annex 5a Concept Framework Agreement.pdf §4.3.1(d) / FA §7.1	Please confirm that the required insurance cover may be maintained by the subcontractor performing the operational Services, provided that the Tenderer remains contractually liable and the relevant activities and Client Representatives are adequately insured.	Correct, the Contracting Authority can confirm this.
18	Tender document offshore Client Representatives.pdf / Annex 5a Concept Framework Agreement.pdf §2.4 / FA §2.1	The Tender Document describes Client Representativeibes an extension solely to complete the originally tendered Services up to 31 December 2029, whereas the Framework Agreement provides for a unilateral one-year extension under the same conditions. Please confirm the applicable extension mechanism.	The Framework Agreement may be extended solely to complete the originally tendered Services, for a maximum of one year and no later than 31 December 2029.
19	Tender document offshore Client Representatives.pdf / Annex 4 Rates Beveiligd.xlsx §5.4 / Annex 4	Please confirm that remote Client Representative work from a Remote Operation Facility is charged at the Offshore Rate, whereas document review, meetings and other onshore work are charged at the Office Rate.	Contracting Authority can confirm.
20	Tender document offshore Client Representatives.pdf / Annex 4 Rates Beveiligd.xlsx §3.3.2 / Mobilisation and demobilisation	Please confirm whether the combined mobilisation/demobilisation rate is payable once per individual Client Representative rotation, irrespective of the number of travel days required.	Confirmed. One combined mobilisation and demobilisation charge applies per rotation and includes all required travel days. It may be charged only once per rotation, per Client Representative.
21	Tender document offshore Client Representatives.pdf / Annex 2 Reference contracts.docx §4.3.2 / Annex 2	Section 4.3.2 requires a continuous deployment period of at least two months, whereas Annex 2 requires at least four months. Please confirm that the requirement in Section 4.3.2 prevails and amend Annex 2 accordingly.	See the answer to question 5

22	Tender document offshore Client Representatives.pdf / Annex 1 ARVODI 2025.pdf §7.3.17 / ARVODI Art. 6.1	If the proposed subcontractor is expressly identified in the Tender and approved as part of the award procedure, please confirm that no separate consent under Article 6.1 ARVODI-2025 will be required after contract award for the engagement of that subcontractor.	Contracting Authority confirms that no separate consent under Article 6.1 ARVODI-2025 will be required after contract award for the engagement of the subcontractor mentioned in the Tender.
23	Tender document offshore Client Representatives.pdf §7.3.26	Please clarify what information a Tenderer may be required to disclose regarding its use of AI, and confirm that no disclosure will require Tenderers to provide confidential information, proprietary prompts, internal methodologies or information relating to protected AI systems.	Upon request, Tenderers must explain which AI tools were used, for what purpose, how they were used in preparing the Tender and how the output was verified. Confidential information does not need to be disclosed.
24	Tender document offshore Client Representatives.pdf §7.3.17	Where the Tenderer relies on a subcontractor for the technical suitability requirement and that subcontractor performs all operational Services, please confirm which documents must be submitted by the subcontractor with the Tender and which evidence will only be requested after award.	Where the Tenderer relies on a subcontractor's capacity to meet the suitability requirements, the following must be submitted with the Tender: A separate, legally signed ESPD for the subcontractor, completing Parts II A, II B, III and IV. The completed Annex 2, identifying the reference project relied upon. Supporting evidence relating to exclusion grounds and financial standing must be provided upon request. Such a request may be made before contract award.
25	Tender document offshore Client Representatives.pdf §4.3.2 and §7.3.17	Please confirm that a Tenderer acting as principal contractor may rely on the technical experience and reference project of its subcontractor, provided that the subcontractor will perform the Services for which that capacity is relied upon.	Contracting Authority confirms.
26	Tender document offshore Client Representatives.pdf §3.4.5	Please clarify how the requirement that rates are 'inclusive of all taxes and levies' should be applied to non-EU-based subcontractor personnel performing offshore Services, particularly where the tax treatment depends on the actual location and duration of deployment.	The rates submitted in Annex 4 must be quoted exclusive of VAT. In accordance with Section 3.4, the Tenderer must state separately the amount excluding VAT, the Dutch VAT and any VAT due outside the EU, where applicable, and the total amount including VAT. Section 3.4 also governs the payment of Dutch VAT by the Contracting Authority where the conditions specified in that section are met. The tendered rates must include all other applicable taxes, levies and related costs that the Contractor bears under the tender documents. This also applies to costs relating to non-EU-based subcontractor personnel, including where those costs depend on the actual location and duration of deployment. The Contracting Authority will not reimburse these costs separately.
27	Tender document offshore Client Representatives.pdf §3.4.1 and §3.4.6	Sections 3.4.1 and 3.4.6 contain broad tax indemnities. Please confirm that these indemnities apply only to taxes, levies or contributions for which the Tenderer is legally responsible and do not extend to liabilities attributable to the Contracting Authority.	The indemnities apply to taxes, levies and contributions for which the Contractor is legally responsible. They do not extend to liabilities attributable to the Contracting Authority.
28	Tender document offshore Client Representatives.pdf §3.2 vs §5.2.1	Section 3.2 requires experience with at least three relevant offshore geophysical surveys, while Section 5.2.1 awards only 35% for 3–5 projects. Please confirm that three qualifying projects satisfy the minimum experience requirement, irrespective of the resulting award score.	Three qualifying projects satisfy the project-count minimum in Section 3.2. A score of 35% applies to 3–5 qualifying projects under Section 5.2.1. Nevertheless each Client Representative must also achieve an overall individual score of at least 70%.
29	Tender document offshore Client Representatives.pdf §3.2 / §5.2.1	Please clarify whether the requirement to have used the listed equipment simultaneously applies to every proposed Client Representative or only to those proposed for Lot 2 / 3D UHRS work.	See the answer to question number 7. The Contracting Authority confirms that the simultaneous-use requirement applies to all Client Representatives proposed for Lot 1 or Lot 2. Each qualifying survey must have used the equipment listed for both lots simultaneously.
30	Annex 8 Scope of Work.pdf §2.5	Annex 8 states that the mobilisation port is expected to be in the Netherlands, while the pricing documents refer to ports in Europe or the UK. Please confirm the geographical assumptions Tenderers should use when pricing mobilisation and demobilisation.	The contracting authority is expecting mob/demob ports to be in the Netherlands. However, the Geophysical contractor is not required to have the mob/demob port in the Netherlands and the rest of Europe/UK is also an option. Prices filled in Annex 4 are valid for all European or UK ports.
31	Annex 8 Scope of Work.pdf §2.4	Please confirm whether attendance at the Technical Kick-Off Meeting and review of project documentation are chargeable at the Office Rate.	Confirmed, where requested by the Client. Attendance at the Technical Kick-Off Meeting and review of project documentation are charged at the Office Rate.
32	Annex 5b standby contract.pdf / Tender document offshore Client Representatives.pdf Standby Art. 2.4 / Tender §2.5	Article 2.4 states that the activated Service Contract is equal to the Service Contract formed in the Tender, whereas the Tender Document refers to activation of the Framework Agreement terms. Please confirm the precise contractual documents and hierarchy that will apply following activation.	The reference in Section 2.4 of the Tender Document is corrected to refer to Article 2.5 of the Framework Agreement. Upon activation of the Standby Contract, the terms of the Framework Agreement apply. In accordance with Section 7.3.8 of the Tender Document, this Memorandum of Information takes precedence over any conflicting provisions in the Tender Document, including its Annexes, and in any earlier Memorandum of Information. Where this Memorandum of Information expressly amends a provision of the Framework Agreement, that amendment takes precedence over the original provision. Subject to those express amendments, the Framework Agreement takes precedence in accordance with the order of precedence set out in it.
33	Annex 5b standby contract.pdf Art. 2.3	Please confirm that the obligation to keep Tender rates valid during the Standby Contract does not extend beyond the twelve-month activation period unless the Standby Contract is activated within that period.	Yes, the Contracting Authority can confirm this.
34	Annex 5a Concept Framework Agreement.pdf / Annex 1 ARVODI 2025.pdf FA §3.7 / ARVODI Art. 16.1	Please define the acceptance procedure and acceptance period referred to in Article 3.7 and confirm that the 30-day payment period under Article 16.1 ARVODI-2025 is not postponed by an undefined acceptance process.	See the answer to question 11.
35	Annex 5a Concept Framework Agreement.pdf Art. 7.1	Please specify the minimum required limits of indemnity for each of the four insurance policies listed in Article 7.1.	No fixed minimum insured amounts are specified. The Contractor must maintain appropriate and customary insurance in accordance with Article 25 ARVODI-2025, covering the activities and risks of the Services.
36	Annex 5a Concept Framework Agreement.pdf Art. 3.5	Given the potential contract duration until 31 December 2029, would the Contracting Authority permit annual indexation of the rates, for example on the basis of the relevant CBS index?	Indexation of the rates is not permitted during the initial contract period. Indexation is permitted only in the event of an extension. This has been added to the Frameworkagreement and Tenderdocument.
37	Annex 5a Concept Framework Agreement.pdf Art. 3.4	Article 3.4 refers to 'the price referred to in article 4.1', although Article 4.1 concerns contacts. Please confirm the intended cross-reference.	The Contracting Authority confirms that the reference to Article 4.1 in Article 3.4 of the Framework Agreement is incorrect. The correct reference is Article 3.2 of the Framework Agreement. This correction will be incorporated into the revised Framework Agreement.
38	Annex 5a Concept Framework Agreement.pdf Art. 3.3	Please confirm that Article 3.3 does not make the Contractor liable for VAT where VAT becomes payable due to circumstances or a tax assessment not attributable to an incorrect VAT treatment by the Contractor.	See the answer to question 27.
39	Annex 5a Concept Framework Agreement.pdf Art. 1.4	Article 1.4 permits a Call-off Order to expressly depart from the Framework Agreement. Please confirm that a Call-off Order may not introduce material changes to the scope, allocation of risk, rates or other conditions established by the procurement documents and Framework Agreement.	Yes, the Contracting Authority can confirm this.
40	Annex 4 Rates Beveiligd.xlsx Offshore Rate	Please clarify what constitutes a ('proven rest day') and confirm whether mandatory rest days generate any payment or are entirely non-chargeable.	A ("Proven") Rest Day is a non-chargeable rest day taken in accordance with applicable Dutch regulations. On that day, the Client Representative is relieved of all duties and availability requirements.
41	Annex 4 Rates Beveiligd.xlsx Office Rate	Please clarify the requirement 'to be on call within 1 hour at seagoing port', including whether the Client Representative must physically remain within one hour of the port throughout an Office Rate day.	When the vessel is waiting in port, the Client Representative may go ashore but must remain able to return to the port within one hour throughout the paid availability period. The Client Representative must also perform any work requested by the Contracting Authority during that period, such as document review.
42	Annex 3 Qualifications key personnel beveiligd.xlsx / Tender document offshore Client Representatives.pdf Annex 3 Instructions / §5.2.1	Annex 3 states that each Client Representative shall score at least 70% 'on average'. Please confirm that the 70% threshold applies to each individual Client Representative, as stated in Section 5.2.1.	Confirmed. The 70% threshold applies to each individual Client Representative and is calculated as the arithmetic average of that Client Representative's three assessment scores. It however also applies to the average of the Client Representative's together.
43	Annex 3 Qualifications key personnel beveiligd.xlsx Annex 3 – Client RepresentativeepGT	Annex 3 refers to 'offshore geotechnical soil investigations', whereas the Tender concerns offshore geophysical surveys. Please confirm that this should read 'offshore geophysical surveys' throughout Annex 3.	See the answer to question 2.
44	Annex 2 Reference contracts.docx Reference statement	Where the Tenderer relies on its subcontractor's experience pursuant to Section 7.3.17, may the reference statement identify the subcontractor as the entity that gained the relevant experience, rather than requiring the Tenderer itself to have gained that experience independently?	Confirmed. The reference may identify the subcontractor as the entity that gained the experience, provided reliance on that entity is declared and the requirements of Sections 4.3.2 and 7.3.17 are met.

45	Annex 1 ARVODI 2025.pdf / Brunel Nederland Algemene Voorwaarden Aug 2022.pdf ARVODI Art. 19.4–19.5 / Brunel AV Art. 5 and 10	Please confirm that the Contractor is not liable for damage arising from defects in, or unsafe conditions relating to, property, vessels, equipment or working environments provided by the Contracting Authority or the Survey Contractor, unless caused by the Contractor.	This cannot be confirmed as a general exclusion of liability. Articles 19.2, 19.4 and 19.5 ARVODI-2025 govern the applicable allocation of liability, including damage involving the Contracting Authority's property provided under Article 5. These provisions do not automatically extend to property belonging to the Survey Contractor. The Contracting Authority considers the existing liability provisions appropriate and does not accept the proposed general exclusion.
46	Annex 1 ARVODI 2025.pdf / Annex 5a Concept Framework Agreement.pdf ARVODI Art. 23 / FA 8.8.5	Please confirm that Articles 23 ARVODI-2025 and 8.5 of the Framework Agreement apply only to deliverables specifically created under a Call-off Order and do not transfer ownership of the Contractor's or its subcontractors' pre-existing methodologies, templates, know-how or intellectual property.	Pre-existing intellectual property is not transferred under Article 23.2 ARVODI-2025. Where it is used to produce the results of the Services, the Contractor must grant the usage rights specified in that article. Article 8.5 of the Framework Agreement additionally grants the Contracting Authority the exclusive right to publish reports or parts thereof.
47	Annex 1 ARVODI 2025.pdf / Annex 5a Concept Framework Agreement.pdf ARVODI Art. 19.2 / FA 8.8.3	Please confirm that all liability and indemnity obligations under the Framework Agreement, including Article 8.3, are subject to the limits in Article 19.2 ARVODI-2025 except only where Article 19.3 expressly provides otherwise.	This cannot be confirmed. Article 19.3 does not contain the only exceptions to the liability limits. Article 19.6 expressly excludes application of the limits in Article 19.2. The applicable liability and indemnity provisions remain in force.
48	Annex 1 ARVODI 2025.pdf Art. 26.5	Where the Contractor uses a non EU-based subcontractor to perform the Services, please confirm which Dutch employment-condition obligations must be contractually passed down to that subcontractor and its personnel.	Under Article 26.5 ARVODI-2025, the Contractor must pass down the obligations in Articles 26.1–26.4 in full to its subcontractors and require them to do the same throughout the subcontracting chain. These concern compliance with applicable employment laws and collective agreements, accessible records of employment conditions, and cooperation with the inspections and information requests specified in Article 26. The subcontractor's non-EU location does not remove this contractual obligation.
49	Annex 1 ARVODI 2025.pdf Art. 21.4	Would the Contracting Authority apply a reasonable notice period when exercising its termination right under Article 21.4, except where immediate termination is objectively necessary?	The Contracting Authority does not agree to introduce a mandatory notice period. Article 21.4 ARVODI-2025 permits termination with immediate effect and provides for payment of services already performed, reasonable costs incurred and future commitments reasonably entered into for the performance of the Services.
50	Annex 1 ARVODI 2025.pdf Art. 20.2	Would the Contracting Authority confirm that illness or unavailability of personnel may constitute force majeure where caused by exceptional circumstances beyond the Contractor's reasonable control and where reasonable replacement measures have been taken?	This cannot be confirmed. Article 20.2 ARVODI-2025 expressly excludes personnel shortages and illness of personnel from force majeure. Other circumstances must be assessed against Article 20.1. Taking reasonable replacement measures does not itself establish force majeure.
51	Annex 1 ARVODI 2025.pdf Art. 19.6	Would the Contracting Authority agree that the indemnity in Article 19.6 does not apply to claims, taxes or social-security liabilities attributable to acts or omissions of the Contracting Authority?	As clarified in the answer to question 27, the indemnity under Article 19.6 applies only to claims arising from obligations relating to the Contractor's personnel for which the Contractor is responsible, including tax and social security obligations. It does not extend to the Contracting Authority's own tax or social security obligations or to liability arising from its own acts or omissions. The Contracting Authority therefore considers that no amendment to Article 19.6 is necessary.
52	Annex 1 ARVODI 2025.pdf Art. 19.2	For purposes of Article 19.2, please confirm that 'contract value' means the value of the relevant Call-off Order giving rise to the claim, rather than the maximum value of the Framework Agreement.	For the purposes of Article 19.2 ARVODI-2025, "contract value" means the total agreed days, of the total Framework Agreement. Also see the answer to question 62.
53	Similar projects for Client Representative scoring (TD 5.2.1; TD 3.2; Annex 8 §2.1)	Section 5.2.1 defines a similar project as a survey of at least 14 days including MBES, SSS, MAG, SBP/boomer/sparker and multi-channel UHRS sparker or air gun acquisition. However, Section 3.2 and Annex 8 §2.1 require only four of the ten Client Representatives to have 3D UHRS (Lot 2) experience. Can RVO confirm that, for the six Client Representatives not proposed for Lot 2, seabed surveys including MBES, SSS, MAG and SBP (without multi-channel UHRS) count as similar projects? If not, how are Client Representatives without 3D UHRS experience expected to reach the 70% threshold?	Yes. The Contracting Authority confirms that the six Client Representatives proposed for Lot 1 are eligible for the full range of scores under Section 5.2.1 if they meet the applicable requirements in Section 3.2. Their scores will not be reduced for lack of multi-channel ultra-high-resolution seismic experience. See also the answer to Question 7.
54	Application of rates (TD 3.3.1, 3.3.2, 5.4; Annex 8 §2.3, 2.4, 3.2)	Please clarify how the rates apply in the following situations: a) Unmanned vessels: Section 5.4 applies the offshore rate to remote work with unmanned vessels, but also states that the office rate starts after mobilisation "in case unmanned vessels are used". Which rate applies when a Client Representative monitors USV operations from the Remote Operation Facility or from home?	The Offshore Rate (based on a 12-hour shift) applies when a Client Representative monitors unmanned survey vessel (USV) operations remotely, whether from a Remote Operation Facility, the Contractor's offices, another location or home. The Contracting Authority determines the working location. Working from home requires its prior approval, even if the Geophysical Survey Contractor permits it. The Office Rate (based on an 8-hour working day) applies to office activities such as reviewing documentation and attending meetings. Remote monitoring of USV operations is charged at the Offshore Rate, including when performed from an office or from home. Only one rate may be charged per day.
55	Application of rates (TD 3.3.1, 3.3.2, 5.4; Annex 8 §2.3, 2.4, 3.2)	b) Weather and port standby: Which rate applies when the vessel is in port or waiting on weather with the Client Representative on board, and when will RVO apply the onshore standby rate?	The Offshore Rate applies when the Client Representative is required to remain on board, including while the vessel is in port or waiting on weather. The Onshore Standby Rate applies when the Contracting Authority instructs the Client Representative to remain available ashore and able to return to the port within one hour of being called. The onshore Standby Rate applies when the Contracting Authority instructs the Client Representative to be on standby ashore. During that period, the Client Representative may leave the vessel but must remain reachable, be able to return to the port within one hour of being called, and carry out any duties assigned by the Contracting Authority, as set out in the answer to Question 41.
56	Application of rates (TD 3.3.1, 3.3.2, 5.4; Annex 8 §2.3, 2.4, 3.2)	c) Travel and mobilisation days: Section 3.3.1 refers to an allocation of travel days in Annex 8, which Annex 8 does not contain. How are travel days allocated? Are days in port during mobilisation and testing, after the Client Representative has signed on, charged at the offshore rate?	Travel days are covered by the combined Mobilisation and Demobilisation Rate. In accordance with Section 5.3, this rate applies until 23:59 on the day the Client Representative signs on, including any time spent on board that day. The Offshore Rate applies from 00:00 the following day if the Client Representative is required to remain on board, including while the vessel is in port for mobilisation or testing. Only one rate may be charged per day. The reference to Annex 8 in paragraph 3.1.1 has been taken out of the Tenderdocument.
57	Application of rates (TD 3.3.1, 3.3.2, 5.4; Annex 8 §2.3, 2.4, 3.2)	d) Office days with an overnight stay: Section 5.4 states that food and lodging are provided by the Client if needed, while Section 3.3.2 requires all-inclusive rates. For office days that need an overnight stay, such as the kick-off meeting in the Netherlands, are hotel and subsistence included in the office rate, or provided or reimbursed by RVO?	For office days requested by the Contracting Authority that require an overnight stay, additional accommodation and subsistence costs may be submitted to the Contracting Authority for prior approval. Only costs approved in advance will be reimbursed. Paragraph 3.3.2. has been corrected.
58	Tender language (Contract notice §5.1.12; TD 7.3.20)	The contract notice states that tenders may be submitted in Dutch only, while Section 7.3.20 of the Tender Document allows Dutch or English. Please confirm that tenders may be submitted in English.	Tender may be submitted in Dutch and English
59	Days beyond a call-off order (FA 3.2; TD 2.5)	FA 3.2 requires each call-off order to state a maximum total price that the Contractor guarantees will not be exceeded. Weather, vessel breakdown or schedule changes can keep a Client Representative offshore beyond the planned rotation, and the Client Representative cannot leave the vessel to stay within the call-off. How will RVO handle days performed beyond a call-off order's maximum because of circumstances outside the Contractor's control? As a proposed amendment, we ask that such days be paid at the contract rates, with RVO issuing a supplementary call-off order. Proposed wording – add at the end of FA Article 3.2: "This guarantee does not apply to additional days on which a Client Representative is required to remain offshore or on location beyond the period stated in the Call-off order as a result of weather, vessel or equipment downtime, changes to the survey schedule or other circumstances outside the Contractor's control. Such days shall be remunerated at the agreed rates, and the Contracting Authority shall issue a supplementary Call-off order for them within the maximum volume set out in Article 3.1." Reason: a Client Representative cannot leave the vessel mid-rotation, so the Contractor cannot control the number of days performed.	Article 3.2 of the Framework Agreement is amended by deleting the sentence requiring the Contractor to guarantee that the maximum total price stated in each Call-off Order will not be exceeded. No separate approval or amended or supplementary Call-off Order is required. The Contracting Authority will verify the reason for the extension, the additional days and the applicable rates when reviewing the invoice. Verified days are paid at the applicable standard rates under the Framework Agreement. The overall limit of 750 days remains absolute. Article 3.2 of the Framework Agreement will be ammended.
60	Client Representative decisions on behalf of RVO (FA 8.3; Annex 8 §3.2, 3.4)	Under Annex 8, the Client Representative accepts or rejects the survey contractor's work on behalf of RVO. We kindly propose adding to FA Article 8.3: "The Client Representative acts on behalf of the Contracting Authority. The Contractor is not liable for the consequences of decisions taken in good faith by a Client Representative within the Scope of Work." Reason: acceptance decisions are taken for the Contracting Authority, and their risk should remain with it.	The Client Representative acts within the authority granted by Contracting Authorities. The Contractor remains responsible for proper performance of its own duties. RVO does not accept a general exclusion of liability for all decisions taken in good faith.
61	Indirect and consequential loss (FA new Article 8.6; ARVODI 19.2)	Indirect and consequential loss is not excluded. We kindly propose a new FA Article 8.6: "Neither Party is liable for indirect or consequential loss, including loss of profit. This Article does not apply in the cases referred to in Article 19.3 of the ARVODI-2025." Reason: a mutual exclusion keeps the risk proportionate to the Services and leaves ARVODI 19.3 unaffected.	Contracting Authority does not accept the proposed general exclusion of indirect and consequential loss. The contractual liability provisions continue to apply.

62	Liability cap (ARVODI 19.2; FA 3.1, 8.3)	ARVODI 19.2 links the liability cap to "the contract value", which is not defined for a framework agreement without guaranteed volume. The cap can reach EUR 3,000,000 per event and EUR 5,000,000 per year, which exceeds the professional liability cover customarily held for consultancy services of this size. Please confirm how "contract value" is determined for the purpose of ARVODI-2025 Article 19.2. We kindly ask whether RVO would accept a lower liability cap so that the cap corresponds to the professional liability insurance customarily available to tenderers.	The maximum volume under the Framework Agreement is 750 Client Representative days. Solely for the purposes of Article 19.2 of the ARVODI-2025, the contract value is calculated as 750 multiplied by the Offshore Day Rate agreed at award, excluding VAT. The Contracting Authority does not accept a lower liability cap. Under the law, the Parties' liability for damage they cause is, in principle, unlimited. Nevertheless, ARVODI-2025 limits the Parties' liability. The Contracting Authority sees no reason to further restrict liability in this case. A further restriction would require the Contracting Authority to bear a greater share of the damage and fund it from public resources, which it considers undesirable.
63	Reference project (TD 4.3.2, 7.3.15, 7.3.17; Annex 2)	Section 4.3.2 and Annex 2 set minimum requirements for the reference project, including that at least four (4) Client Representatives were deployed within the project for a continuous period of at least two (2) months (four (4) months in Annex 2). We would like to understand how these requirements will be applied. a) Can RVO confirm whether each element of the reference requirement (number of Client Representatives, continuous duration, activities, value and period) is a strict pass/fail Client Representativeiterion, or whether RVO will assess the reference as a whole to determine whether the tenderer has demonstrated comparable experience in the core competence?	See the answer to question 5. The minimum continuous deployment period is two months. The requirements listed in Section 4.3.2 are minimum suitability requirements. The reference must satisfy each applicable element.
64	Reference project (TD 4.3.2, 7.3.15, 7.3.17; Annex 2)	b) Many offshore geophysical survey campaigns are carried out with one Client Representative per vessel, so the number of simultaneous Client Representative positions on a single project is often limited by the number of survey vessels. Would RVO accept a reference project with fewer simultaneous Client Representative positions than the minimum, provided the tenderer demonstrates comparable experience in the core competence and the other requirements are met? If not, would RVO consider adjusting this minimum, in line with the principle of proportionality?	Section 4.3.2 requires at least four Client Representatives deployed within the project, but does not expressly require four simultaneous positions.
65	Reference project (TD 4.3.2, 7.3.15, 7.3.17; Annex 2)	c) In Section 4.3.2, the paragraph on the minimum reference value of EUR 150,000 excluding VAT states: "In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total." Can RVO confirm whether such a series of separate but significantly comparable Client Representative assignments for the same client may also be combined to meet the other minimum requirements of the reference project, namely the number of Client Representatives deployed and the minimum continuous deployment period, so that the series is treated as a single reference?	This is not confirmed. The minimum requirements for the number of Client Representatives and project lengths must be contained within one reference project. If a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, references may be combined to meet the minimum reference value of EUR 150,000 excluding VAT, as stated in the tender document. Please refer to the answer to question 64 regarding simultaneous deployment.
66	Reference project (TD 4.3.2, 7.3.15, 7.3.17; Annex 2)	d) If a tenderer's single reference does not meet one of the minimum elements, does this automatically lead to exclusion, or can the tenderer rely on the experience of another entity under Section 7.3.17 to meet that specific element?	A Tenderer whose own reference does not meet all the minimum requirement may rely on a qualifying reference from another entity under Section 7.3.17, provided the Tenderer demonstrates that the entity's relevant capacity will be available to perform the Services. If the suitability requirement remains unmet after taking into account any valid reliance on another entity, the Tenderer is ineligible for award.
67	Reference project (TD 4.3.2, 7.3.15, 7.3.17; Annex 2)	e) Which minimum continuous deployment period applies: two (2) months (Section 4.3.2) or four (4) months (Annex 2)?	See the answer to question 5.
68	Reference project (TD 4.3.2, 7.3.15, 7.3.17; Annex 2)	f) Section 4.3.2 states that reference evidence is provided only on request, while the checklist in Section 7.3.15 requires Annex 2 to be added to TenderNed. Must the signed Annex 2 be uploaded with the tender?	See the answer to question 6.
69	Venterra Clarifications	Q1. Could you please clarify which of the below is correct: 1. at least four (4) months 2. at least two (2) months Within Annex 2 - Reference Contracts: ""....The reference project must meet the following minimum requirements: •at least four (4) Client Representatives were deployed within the project; •the deployment of the Client Representatives lasted for a continuous period of at least four (4) months...""" Within Tender document offshore Client Representatives: ""....The reference project must meet the following minimum requirements: •at least four (4) Client Representatives were deployed within the project; •the deployment of the Client Representatives lasted for a continuous period of at least two (2) months..."	See the answer to question 5.
70	Venterra Clarifications	Would it be possible to provide the English version of document: uea_617161_20261015082614 (European Single Procurement Document (ESPD / UEA)	Yes the ESPD has been published with the Memorandum of Information.
71	ARVODI art. 21	Legal query 1: Liability cap. We would like to discuss a cap linked to the value of the relevant Call-off order, and proportionate caps for the items that are currently uncapped. We would also like a mutual exclusion of indirect and consequential loss.	The Contracting Authority does not agree to the proposed amendments. It declines to link the liability cap to the value of the relevant call-off order, to introduce caps for liabilities that are currently uncapped, or to add a mutual exclusion of liability for indirect and consequential loss. The answer to Question 62 explains the Contracting Authority's position on lowering the liability cap.
72	ARVODI	Insurance Please confirm insurances required and the minimum limit for each required policy. Please confirm that our Client Representatives are covered by any knock-for-knock indemnity regime with the Geophysical Survey Contractor. We would like confirmation that we are not liable for the vessel, survey equipment or survey delays, and that the Client Representative role is advisory.	No fixed minimum insured amounts are specified. The Contractor must maintain appropriate and customary insurance in accordance with Article 25 ARVODI-2025, covering the activities and risks of the Services. Coverage under any knock-for-knock regime with the Geophysical Survey Contractor cannot be confirmed. The requested general exclusion of liability for the vessel, survey equipment and survey delays is not accepted. Article 19 ARVODI-2025 and Article 8.3 of the Framework Agreement apply. The Client Representative's duties are defined in the Scope of Work and include monitoring, advising and reporting. The Contractor remains responsible for the proper performance of these duties.
73	ARVODI	Volume and termination. There is no minimum volume, and the Framework Agreement can be ended at any time. We would like a defined notice period, and recovery of any committed costs.	The Framework Agreement guarantees no minimum volume. The Contracting Authority declines the request for a fixed notice period. Please refer to the answer to Question 49 for the applicable termination and reimbursement provisions under Article 21.4 of the ARVODI-2025. These provisions apply regardless of whether a minimum volume is guaranteed. For termination upon reaching or approaching the contractual ceiling, see Article 2.4 of the Framework Agreement.
74	ARVODI	Call-off orders. Every Call-off order must be accepted. We would like a minimum notice period before mobilisation, a process for when no Client Representative is available, and cover for cancellation costs.	The mobilisation notice periods and replacement procedures in Section 3.2 apply. If no suitable Client Representative is available, the Contractor must promptly notify the Client and propose an alternative. No separate cancellation fee applies. Compensation upon termination is governed by Article 21.4 ARVODI-2025.
75	ARVODI	Additional Works/ extensions of call off orders for circumstances beyond our reasonable control. Please confirm that extra days within the 750-day maximum are paid at the agreed rates, without needing separate consent. Please also confirm that a Call-off order will be extended and paid where a survey overruns for reasons outside our control, such as weather or vessel issues.	See the answer to question 59.
76	ARVODI	Acceptance and payment We would like: -Clear acceptance criteria and a deadline for acceptance; -A right to suspend work if undisputed sums stay unpaid when they fall due."	See the answer to question 11. The Contracting Authority declines to introduce a contractual right to suspend work if undisputed amounts remain unpaid after the due date.
77	ARVODI	Confidentiality penalty and references (ARVODI 11.6, 30). Could they confirm whether a confidentiality penalty applies under this Framework Agreement?	No specific confidentiality penalty is stipulated in the Framework Agreement. The confidentiality obligations in Article 11 and the applicable liability provisions in Article 19 ARVODI-2025 remain in force.
78	ARVODI	Language and disputes. We note that governing law is dutch and disputes are under dutch courts. Due to the value of the works and the likelihood of any disputes being small, we would like to discuss alternative forms of dispute resolution for disputes lower than a certain value.	Dutch law and the agreed Dutch court jurisdiction apply. No additional dispute-resolution procedure or monetary threshold is introduced.
79	ARVODI	Standby contract we would like to discuss the standby contract and how it is intended to operate in practice.	The Standby Contract is concluded with the eligible standby tenderer and may be activated by written notice within one year of commencement of the Framework Agreement, in the circumstances described in Section 2.4. If activated, it continues for the remaining applicable term and is subject to the joint volume and value ceilings.
80	ARVODI	People – we would like to discuss personnel replacement and termination – replacement times are very short, and the consequences of not replacing in time are termination. We would like a reasonable time to replace personnel – particularly if the replacement is through no fault of our own or the personnel (e.g for unforeseen events)	The replacement process and deadlines in Section 3.2 apply. The Contracting Authority does not agree to the proposed amendments

81	ARVODI	Documents – please provide copies of any documents referred to in the framework agreement that hasn't been sent – e.g call off template, memorandum of information, programme of requirements. We would welcome a meeting or a written response through the tender clarification process. Anything agreed can then be recorded in the Framework Agreement, etc	All available documents referred to have been shared. There is no prescribed template for call-off orders. This document constitutes the Memorandum of Information, and the Programme of Requirements is set out in Chapter 3 of the Tender Document. The Contracting Authority will respond to questions in writing through the tender clarification process. Any amendments will be recorded in the Memorandum of Information and, where applicable, incorporated into the relevant tender documents.
82	ARVODI	Could RVO also agree in principle that we may name the RVO as a reference in tenders, subject to its approval of the wording?	Yes. Performed services for RVO may be used as a reference, subject to RVO's prior written approval of the proposed wording in accordance with Article 30 ARVODI-2025.
83	ARVODI	Data processing (ARVODI 12). Could RVO confirm what personal data we will process, if any, and share its data processing agreement? Could it also confirm how survey data viewed by Client Representatives should be handled? Geen persoonlijke data.	No processing of personal data on behalf of RVO is envisaged under this assignment. A data processing agreement is therefore not required. Survey data accessed by Client Representatives must be treated as confidential, used solely for performing the Services and handled in accordance with Articles 11 and 12 ARVODI-2025 and RVO's instructions. Survey data handling will be dependent on the the Geophysical Survey and how data is stored and shared by the Geophysical Survey Contractor. The Geophysical Survey Contractor will edit and formally share data, while Client Representative does quality checks. Back and forth geophysical data transfer is expected between the Client Representative, Client and Geophysical Survey Contractor through means of Geophysical Survey contractors provided data sharing services (e.g. cloud, hard disks, Client Representativeeenshots). Formal deliverables will exclusively come from the Geophysical Survey Contractor.
84	Annex 3 vs CV.	Annex 3 states that a mismatch leads to exclusion; Section 5.2.1 states that the unsupported aspect scores zero. Please clarify which provision prevails and confirm whether a mismatch affecting an individual claimed qualification results in zero points for that aspect rather than exclusion of the entire tender.	Where an individual qualification claimed in Annex 3 is not supported by the submitted CV, zero points will be awarded for the affected assessment element in accordance with Section 5.2.1. The discrepancy does not in itself result in exclusion of the Tender. The applicable minimum requirements and the individual 70% threshold still apply. Annex 3 has been amended accordingly.
85	Invoicing and VAT.	Sealinks Ltd is a UK-established limited company and is not currently registered for UK VAT, although it would obtain VAT registration if legally or contractually required. Please clarify: (a) whether a UK company without current UK VAT registration is eligible to tender and perform the Services; (b) whether the Dutch reverse-charge mechanism under Section 3.4.4 applies to these Services; (c) whether UK or Dutch VAT registration is required before award or commencement, or may be obtained subsequently if required; (d) what VAT identification details, if any, must appear on invoices, and whether Annex 5a Article 3.3 applies if VAT is reverse-charged; and (e) whether invoices may be submitted by email pursuant to Section 3.5.3.	Under Section 3.4, a UK VAT registration certificate is not required at tender submission or award. If a Tenderer states that no VAT is applicable, it must provide documentary evidence of the grounds for that position within 15 calendar days of a request from the Contracting Authority as mentioned in section 6.5. As clarified in the answer to Question 26, the rates in Annex 4 must be quoted exclusive of VAT. Section 3.4 governs the treatment of VAT, including the reverse charge where applicable. The Tenderer is responsible for determining its VAT registration and invoicing obligations. Foreign companies may submit invoices by email in accordance with Section 3.5.3.
86	Right to work – non-EU/EEA personnel and Seaman's Books.	Please clarify whether non-EU/EEA Client Representatives may perform offshore survey monitoring and supervision duties on survey vessels operating in the Dutch Exclusive Economic Zone (EEZ) without a Dutch work permit where they hold a valid Seaman's Book issued by a recognised maritime authority. In particular, please confirm: (a) whether a Seaman's Book provides any exemption from Dutch work-permit requirements for Client Representatives; (b) whether requirements depend on vessel flag, crew or supernumerary status, or work exclusively within the Dutch EEZ; (c) whether additional immigration or work authorisations are required for mobilisation, demobilisation or crew changes through Dutch ports; and (d) which documentary evidence RVO will accept. Where a determination rests with the Dutch immigration or employment authorities, please identify the competent authority and applicable guidance.	The Contractor is responsible for ensuring that each Client Representative complies with applicable Dutch law and holds any authorisations required before carrying out the relevant activities. The Contracting Authority does not require separate evidence of the right to work at tender submission. Whether a Seaman's Book is sufficient for a particular deployment is a matter for the competent Dutch authorities. It is the Tenderers responcipility to identify the competent authority and applicable guidance
87	CV assessment and deployment changes.	Section 3.2.4 gives the Client two working days to assess a proposed CR. Please confirm that where the Client decides after that period or changes a confirmed mobilisation or crew-change date: (a) the Contractor is not required to guarantee the continued availability of the same candidate; and (b) delays attributable to such Client decisions or changes will not constitute Contractor default or trigger the EUR 500 penalty, notice of default or termination under Annex 5a Article 2.6, provided the Contractor acts reasonably to propose an alternative.	The Contractor does not have to guarantee the same candidate's availability to the extent that their unavailability is directly caused by the Contracting Authority's decision after the two-working-day deadline, even if the date is unchanged, or by its change to a confirmed mobilisation or crew-change date. If the Contractor takes reasonable steps to propose a replacement, any delay directly caused by the Contracting Authority's late assessment or its change to a confirmed mobilisation or crew-change date will not constitute Contractor default or trigger the EUR 500 penalty, a notice of default or termination under Article 2.6 of Annex 5a. A new two-working-day assessment period starts upon receipt of a new candidate's complete details. A date change alone does not restart it. The other replacement requirements in Section 3.2 apply as stated in Question 80.