

**Memorandum of Information TN182845/WOZ2180108 Request for proposal Geophysical soil investigations for offshore Wind Farm Zone Hollandse Kust (west)**

**Date: 11 July 2018**

In this Memorandum of Information the Contracting Authority answers questions concerning the Request for proposal. This Memorandum of Information forms an integral part of the Request for Proposal.

Please note: annex 4 and annex 7 are updated and available in TenderNed.

Please note: in chapter 5.5 of the Tenderdocument the following is stated: "Offers with Cycle times higher than 78 days will be set aside by the Contracting Authority and will not qualify for award of the Contract." This has to be read as: 'Offers with cycle times leading to an offshore completion date which is more than 78 days beyond the desired offshore completion date), will be set aside by the Contracting Authority and will not qualify for award of the Contract ".

Question number	Location in RfP	Question	Answer
1.	general	We will survey services at Hollandse Kust West, will this be procured by RVO directly or by BLIX?	The geophysical soil investigation HKW will be procured by RVO.nl. BLIX provides expert support to RVO.nl for this geophysical soil investigation.
2.	SoW	Annex 5-IV SoW 2.7.1 Data deliverables overview. What is the purpose of this extensive table? Perhaps there are other ways to achieve this goal.	<p>The purpose of the table is to clearly list the deliverables and their key characteristics that are required of the survey.</p> <p>By accepting the SoW, contractor agrees to the provision of the listed deliverables at minimum.</p> <p>This table, and any and all additional deliverables agreed during the course of the survey, will form a key part of QAQC processes and will ultimately define the completion of the work package.</p>
3.		Annex 5-IV SoW 2.7.5 GIS "2.7.5. item 14: Geotiffs of all reported side scan sonar contacts. Question: How large (area in m) should the geotiffs be?	<p>The size of GeoTIFF images should ultimately be a matter for the operator's judgement, a reasonable guide is suggested to be sufficient area to include the target (approximately centralised), it's shadow and a buffer region to give context. Target size and resolution should be sufficient to support the interpretation provided by the contractor.</p> <p>Where targets are multiple, distributed or otherwise inefficiently displayed as individual geotiffs, client may accept proposals for an alternative representation.</p>
4.		Annex 5-IV SoW 2.7.5 GIS "Is a template database, symbology-file and .mxd going to be provided?	No, these are contractor-specified. Reference may be made to previous deliverables to act as examples. Metadata standards are provided in Appendix B of Annex 5-VII.
5.		Annex 5-IV SoW 2.7.5 GIS Is a naming-convention for datasets/layers/mxds/databases going to be provided?	No, these are contractor-specified. Reference may be made to previous deliverables to act as examples. Metadata standards are provided in

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			Appendix B of Annex 5-VII.
6.		Annex 8 List of Reference Contracts Reference Contracts. In the table key competencies 1, 2 & 3 are referenced however definitions are only given for key competencies 1 & 2. Could you please clarify whether 3 should be disregarded or add a definition?	Section 4.2.2 on page 26 of the Tender Document reference TN 182845 lists two key competencies which correspond to those of Annex 8, therefore 'key competency 3' in the table header of Annex 8 should be disregarded.
7.		Annex 5-IV SoW 2.7.3 data deliverables. The deliverables of SBP and SCS will be, as requested, in Time. MCS deliverables as requested, in Time and Depth. We worked in TIME and then we converted each surface in depth with a constant velocity derived by the stack ones. Can Client please confirm whether the procedures applied in HKN are confirmed?	In general the procedures applied for previous surveys should NOT be assumed to be adequate for the next.  The creation of depth domain seismic data and the creation of depth domain interfaces or other data objects originating from time domain information should be done using a consistent and appropriate velocity field.
8.		Annex 5-IV SoW 2.7.4 data deliverables Boulders Table: request of clarification * As we stated with Client consultant during HKZ interpretation, it is really difficult to define the presence of Boulder (and its location/dimension) within the 2DUHR seismic lines. Could you please clarify Client's expectations?	The specification requires sub-surface point geohazard information to be provided as appropriate – it is agreed that EXACT positioning of point geohazards is not an appropriate deliverable from 2D seismic data, but an indicative position with an uncertainty is.
9.		Annex 5-IV SoW 2.1.1 data deliverables ""Integrate survey elements into a Preliminary Ground Model"". What are the minimum requirements for a ground model and how does this differ from a preliminary geological model?	The Ground Model must include a geological model plus the 'hydrographic' and hazard elements associated with the sea-bed itself. Requirements are described in the SoW, with the integrated Ground Model best considered as the both GIS and seismic workstation datasets.
10.		We consider a ground model to represent ""the spatial distribution of geological, geotechnical and geohazard conditions within the study area. The areal extent of the ground model is bounded by the extent of the available survey data, whereas its depth extent covers the maximum envisaged facilities foundation penetration"". Could you please confirm that this definition aligns with RVO's expectations?"	The areal extent of the Ground model should be considered to be bounded by the extent of the available <i>input</i> data including such contributions from pre-existing data as are used. This may be of particular relevance should pre-existing borehole, seabed or profile data be included.  The depth extent is specified as extending to approximately 100 m below sea-bed, which in the context of the Ground Model specification should be interpreted to mean <i>at least</i> 100 m below sea-bed with sufficient scope to include all data contributing to features at that depth.  Tenderer should consider the objectives of the work and include consideration of pre-existing data if it considers these to potentially

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			contribute value.
11.		Annex 5-IV SoW 2.1.1 data deliverables "Provide input for Morphodynamic study". Please specify which data are required for the morphodynamic study (including formats and timing). We assume multibeam bathymetry to be data part of the input. Are any other data required?	All data requested may contribute in some way to a Morphodynamic study, as such this item is contained within the 'final data package' without additional data deliverables specifically defined.
12.		Requirements / Eisen Gedragsverklaring aanbesteden. We already has the required GVA (Gedragsverklaring Aanbesteden issued by Dienst Justis) which we would like to submit instead of the own statement (Eigen Verklaring). Could you please confirm that the attached GVA sufficiently covers the requirements for the following Requirements (Eisen) #1 (Geen crimineel verleden), #2 (Geen gerechtelijke uitspraak beroepsgedragsregel), #4 (Geen gerechtelijke uitspraak beroepsgedragsregel), #5 (Geen ernstige beroepsfout), #7 (Geen crimineel verleden), #9 (Geen ernstige beroepsfout)?	No, the GVA is not sufficient enough. Please, follow the instructions as specified in the Tender document concerning the ESPD.
13.		Requirements / Eisen Requirements / Eisen. We have noticed a possible duplication of Requirements (Eisen) on TenderNed. 'Geen crimineel verleden' are shown in numbers 1 & 7, 'Geen gerechtelijke uitspraak beroepsgedragsregel' are shown in numbers 2 & 4, 'Geen ernstige beroepsfout' are shown in numbers 5 & 9, 'Geen valse verklaringen' are shown in 6 & 10. Please clarify the purpose of multiple sections covering the same topics.	Yes, the same topics are covered.
14.		Requirements / Eisen Requirements / Eisen. For Requirements (Eisen) on TenderNed numbers 6 & 10 (Geen valse verklaringen) we are required to provide an own statement (Eigen Verklaring). Is it sufficient to create a statement on company paper, signed by an authorized representative including something along the lines of "Our company has no history of providing false statements and our intend is to always provide accurate, complete and objective information". Please clarify.	No, an own statement is not sufficient enough. Please, follow the instructions as specified in the Tender document concerning the ESPD.
15.		Requirements / Eisen Betalingen belastingen en premies. We already has the required statement (Verklaring	No, an own statement is not sufficient enough. Please, follow the instructions as specified in the Tender document concerning the ESPD.

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		Betalingsgedrag) which we intend to submit instead of an own statement (Eigen Verklaring). Could you please confirm that this sufficiently covers the requirement (Betalingen belastingen en premies)?	
16.		Tenderer is requested to provide a statement of approval referring to chapter 5 of the tender document. Here it is stated that the works are to be executed according to the contract. Tender documents only contain a draft agreement, in which numerous terms and conditions are open. Can you please inform whether it is your intention the Contractor to suggest preferred values for paragraphs 6.5, 6.7, 6.8 or provide the applicable amounts?	The amounts are stated in the Conditions of Contract. Paragraphs 6.5, 6.7 and 6.8 of the Draft agreement refer to the Conditions of Contract (respectively 20.2, 30.1a and 30.1b). The amounts stated in the Conditions of Contract are dependent on the contract price and therefore not filled in the draft agreement.
17.		Submission date for tender is according to Tendered site 30/7/2018 According to schedule 3.4: 28/7 2018 at 1400 According to 3.15 submission of the offer: 27/7 2018 at 1400 Can you please provide clarification on the actually desired date/time for submission?	The correct date is 30 July 2018, 09.00 hours CET
18.		Annex 5-IV SoW 2.7 Data deliverables. We note the use of the expression "the following ... deliverables are required at minimum" in sections 2.7.2, 2.7.3, 2.7.4 & 2.7.5. However, Client needs to provide clear and definitive deliverables list in order for us to accurately and realistically time and effort involved in performing these services. Ambiguity in the descriptions of the scope of work will be as per Contractor's (and not Client's) interpretation. In case deliverables are required that are not explicitly mentioned in the scope of work document we would work on an hourly rate.	The inclusion of the phrase ' <i>at minimum</i> ' is intended to enable Contractors to propose an enhanced deliverable set. Proposals of products which <i>exceed</i> the minimum requirements, and which are sufficiently likely to add <i>relevant</i> value to the Ground Model, will gain points in technical evaluation.  The additional points available for added value may balance those lost for increased cost.  Resolution of disputes over specification will be managed according to the contracts agreed.
19.		Annex 5-IV SoW 2.7 Data deliverables. Please state how many people and from which company will be involved in reviewing the deliverables under this contract. And how Client intends to prevent duplication of comments and reduce iterations.	Review of deliverables will be performed by a panel drawn from within RVO.nl and its expert support providers. The review process will be managed within RVO.nl, with review comments consolidated, agreed and with duplication minimised.  Iteration of reviews will be a function of the effectiveness of the Contractors response.

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20.		Annex 5-IV SoW 2.2.2 Preparation design Scope of work states that multi-channel seismic survey lines are to be co-incident to within 20 m with the single channel seismic lines. However, with 2 vessels performing the survey simultaneously (one with MCS and the other SCS) it is not possible to guarantee that we can meet this specification. Please consider relaxing or withdrawing this requirement so as to not cause additional risk that needs to be factored into the contract price.	This requirement is not to be withdrawn  All tenderers are subject to the same risk. Contractors are expected to provide a reasonable, achievable logistical plan and linekeeping specification appropriate to a campaign in which one element is likely to be directed by coverage requirements of MBES and SSS.
21.		Annex 5-IV SoW 2.3.1 Mobilisation and demobilisation. Please clarify the meaning of the following sentence (specifically "ALL options"): "Where the final configuration of any hydrographic or geophysical equipment is not pre-defined in the PEP, ALL options are to be verified as operational during the mobilisation phase."	If a final equipment configuration is not fixed pre-mobilisation then optional elements may be made available, presumably to support optimised configuration through on-site testing.  In this case all equipment deployed in support of variant configurations must be verified as operational during mobilisation.  It is not necessary to verify all possible configurations, but all equipment proposed to be involved should be verified.
22.		Annex 5-IV SoW 2.2.2 Permits Scope of Work states that Contractor shall obtain and arrange for all necessary permissions and/or notifications to perform the survey (including all permissions and fees necessary for access and safety arrangements to harbours and offshore positions). Please change wording to be more specific, such as; "Contractor shall obtain and arrange the following permissions and/or notifications:" and then list the authorities from which Contractor should seek permissions or send notifications.	All tenderers are expected to be experienced Contractors that are used to operate in international waters including the Netherlands EEZ and be aware of the laws, rules and regulations that shall be adhered to when operating vessels in Dutch waters and ports.
23.		Tenderdocument Geophysfinal 3.15 Submission of the offer Client states in documentation that final submission for the offer has been fixed July 27, 2018 at 14:00 pm CET however TenderNed stated the same time on the 28th of July and has recently been changed to the 30th of July. Please clarify the actual deadline.	See question number 17.
24.		Annex 5-IV SOW 1.8.1 WFZ specific information. Please clarify when we will be able to access the archeological & UXO desk studies.	UXO study will be available July 17, 2018 Archaeology study will be available in October 2018

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25.		Annex 5-IV SOW 2.3.6 High resolution side scan sonar survey. Please note that with the higher frequency an effective/usable range of 75m or less can be expected due to attenuation which would impede line spacing width to roughly 60m. Moreover, the lower frequency will not be able to resolve objects of 0.5x0.5x0.5m. Could you please clarify whether a compromise can be given (e.g. larger objects and acceptance of attenuation of higher frequency) to increase the line spacing width? A compromise could save approximately 33% for this part of the scope.	<p>All tenderers are subject to the same specification. This requirement is considered reasonable and achievable with available equipment.</p> <p>The scope is intended to be objective led, and a Side-Scan Sonar survey product with the performance described is a requirement.</p> <p>Proposals which add relevant value through specifications which exceed the minimum requirements may gain a higher score in technical evaluations.</p> <p>No relaxation of the specification for Side-Scan Sonar is available.</p>
26.		Annex 5-IV SOW 1.5 Investigation Area vs Designated Windfarm zone. Investigation area is (in places) smaller than the Designated wind farm zone (Section 1.5 and Figure 2). Please confirm. If indeed the case, these designated wind farm zone areas outside IA will not be reported upon.	Confirmed. The IA is in some places smaller than the designated WFZ. The IA needs to be investigated
27.		Annex 5-IV SOW 2.5.5 Subsurface Interpretation. Kingdom application from IHS Markit is preferred. Please specify which version of Kingdom to be used (e.g. Kingdom 2016 or higher)	Kingdom 2015 or higher
28.		Annex 5-IV SOW 2.5.5 Subsurface Interpretation. Interpretational framework shall be initiated using a subset of not less than 7 lines (...) in close cooperation with CLIENT (...) agreed with CLIENT prior to further interpretation. Does CLIENT intent this setting-up interpretation framework to occur during Fieldwork or after. Since it requires CLIENT approval/agreement it may be associated with some lead-time. How to deal with this in strict 9 week period for interpretation? Agreement of interpretation framework = start of 9 week interpretation period?	<p>The interpretation timescale includes all client interactions, therefore if Contractor can establish the interpretation framework during data acquisition or production processing they may gain an advantage.</p> <p>This requirement is added to improve the predictability of the onshore phase and avoid rework, surprises or excessive compromise.</p> <p>There is no 'earliest start date' for interpretation other than that set by the availability of data.</p>
29.		Annex 5-IV SOW 2.5.5, 2.5.6 Subsurface Interpretation, outputs Subsurface interpretation deliverables are in depth. Please confirm that interpretation on MCS is only in depth. SBP interpretation in time only	All data are to be interpreted, and interpreted products are specified as depth below seabed and elevation grids and contours. Therefore, all interpreted products created in the time domain shall be depth-converted at some point in their workflow.

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30.		Annex 5-III Remuneration 2.11 (ii) Rates to include all other costs. Please confirm that delays caused by Client or CLIENT OFFSHORE REPRESENTATIVE(S) will be chargeable at day rate and that CLIENT OFFSHORE REPRESENTATIVE(S) transportation fees to and from the vessel will be to Client's account.	In case Contractor considers it has a valid claim that the work is delayed, these can be handled through Clause 11.3 of the Conditions of Contract. Transportation of CLIENT OFFSHORE REPRESENTATIVE to and from vessel (at the mobilisation harbour) will be to Client's account.
31.		Annex 5-III Remuneration 3 Payment Schedule. In order to cover project startup costs please provide an advance payment of 15% of contract price at contract signature.	Not agreed
32.		Annex 4 Cycle Times and Prices III Cycle time simultaneous survey Part A & B. We note that Waiting on Weather days are not used to calculate the project end date. Could you please confirm that this is correct? And that Waiting on Weather has no influence on the scoring for the schedule? Please clarify what happens if the Ultimate date set by Client (1st of May 2019) would be passed in case we add the weather days to the fictional date (excluding weather) on which the Final Report would be issued?	<p>The "Date determined by input Contractor" as calculated in row 94 indeed does not add the Waiting on Weather days to the offshore completion date. The scoring is based on the basis of the cycle times without Waiting on Weather. The ultimate date for issuing the final report as stated in row 101 is also only assessed for the cycle time without Waiting on Weather days.</p> <p>The ultimate dates have been included in this Annex 4 in rows 93 and 101 in order to prevent that Tenderers would start the survey too late or adopt cycle times that are too slow for the envisaged program.</p>
33.		Annex 5-III Remuneration 4.3 Waiting on Weather. In case of option 1 or 3, how would weather downtime be determined for offshore operations (e.g. use of real-time metocean buoy data or other)?	See Annex 5 – VI Section 8.4.
34.		Annex 5-IV SoW 2.6.3 Final Report. Please clarify whether or not the recommendations for geotechnical investigation (bullet 7 on page 26) and a proposed CPT and borehole plan (bullet 8 on page 26), are to be included in the final report. Or shall it be included in a separate, stand-alone report?	Proposed BH and CPT plan should be provided in a separate memo.
35.		Annex 5-IV SoW 1.3 Objectives. Please clarify if the adjectives (suitable, sufficient, accurate, etc.) used in the objectives section are covered by the further detailed descriptions of deliverables further in the SOW document.	It is intended that the minimum requirements specified later in the document would adequately cover the objectives listed in section 1.3. This section is intended to give context and may be applicable where any specification is required to be evaluated against potential added value.

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36.		Annex 5-IV SoW 1.3 Objectives. Please clarify if the "appropriate maps" requirement in the objectives section is covered by the description of charts in the SOW document. There is no further mention of maps in the scope and "appropriate" would need substantiation.	It is intended that the minimum requirements specified later in the document would adequately cover the objectives listed in section 1.3. This section is intended to give context and may be applicable where any specification is required to be evaluated against potential added value.
37.	CoC	Annex 5 Section II CoC 30.3 Limitations of Liability. "Please change wording as follows: Any exclusion or limitation of liability under the CONTRACT shall exclude or limit such liability not only in contract but also in tort or otherwise at law."	Not accepted. The Dutch law is applicable. See clause 29.5 CONDITIONS OF CONTRACT. The limitations in clause 30 are linked with contractual liabilities. See also last paragraph of clause 30.1 : The limitation of liability referred to above will not apply:.....
38.		Annex 5 Section II CoC 32.6 HSE. Please include: "CLIENT shall engage the services of the relevant authorities to secure the area in order to allow CONTRACTOR to have free and unrestricted use of the site without any third party interference and in particular, fishing activities, for the duration of the WORK. CONTRACTOR shall not be responsible for any delays whatsoever, if in its opinion, the amount of fishing activities inhibits performance of the WORK on the site, with regard to the safety of CONTRACTOR's personnel and equipment and third parties."	Reference to clause 32.6 HSE is not clear  Not accepted, CLIENT cannot arrange for this.  The investigation area is still open sea and cannot be restricted from access by other sea traffic. Contractor is expected to prevent delays as much as possible e.g. through seeking radio contact with the other vessels in case interference is about to occur. In case interference cannot be avoided resulting in delays, Clause 11.3 (Contractor Variations) allows Contractor to protect their position.
39.		Annex 5 Section II CoC 34 WRECK. Please include at the and: "provided that such equipment and materials or debris generally are individually larger than 0.5 metres cubed in size, are on the seabed and if such items can be found within two hours of appropriate searching, prior to departure from Worksite" and please delete ""or where such wreck or debris is interfering with CLIENT operations, or is a hazard to fishing or navigation.""	Not accepted
40.		Annex 5 Section II CoC 36. Discrepancies Please include in the end: "CONTRACTOR is entitled to go on stand by for the account of CLIENT until CLIENT provides its authorisation and/or conclusion in writing about the discrepancy, ambiguity or contradiction."	Partly accepted: "In case of encountering discrepancies during the offshore execution of the WORK that are directly related to the ongoing survey activities, CONTRACTOR is entitled to go on stand by for the account of CLIENT until CLIENT provides its authorisation and/or conclusion about the discrepancy, ambiguity or contradiction."

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41.		<p>Annex 5 Section II CoC 42-A. Liquidated damages In line 1, after ""fails"" please include ""due to reasons attributable to CONTRACTOR"</p> <p>It is not clear for CONTRACTOR what the exact key dates will be and therefore CONTRACTOR would like to discuss them before acceptance.</p> <p>CONTRACTOR proposes to apply the following key dates / milestones for LD's</p> <ul style="list-style-type: none"> <li>- 5c Issue 1st revision Draft Final Report</li> <li>- 5i Issue Final Report</li> </ul> <p>Please change the amount of the LIQUIDATED DAMAGES to 0,2% per full day of delay."</p>	<ol style="list-style-type: none"> <li>1. Not agreed</li> <li>2. Key dates are stated in the Scope of Work, chapter 3 Key Dates, these are automatically generated through completing Annex 4 and are dependent on the cycle times given by Contractor. Further these dates are indicated in the table 1 of Annex 5 – IV (3a, 4a, 5a, 5c, 5i)</li> <li>3. Not agreed. As stated in Scope of work chapter 3, Key dates for which Contractor is liable for Liquidated Damages in case of failure to complete at these dates are: <ol style="list-style-type: none"> <li>i. Start of Mobilisation</li> <li>ii. Offshore completion date</li> <li>iii. Issue 1<sup>st</sup> revision Draft Final Report</li> <li>iv. Issue Final Report</li> </ol> </li> <li>4. Not agreed</li> </ol>
42.		Annex 5 Section II CoC 42.b-II Liquidated damages. Please delete this sub-clause, LD's will be the only financial remedy for COMPANY for delays.	Not agreed
43.		Annex 5 Section II CoC 42 -E Liquidated damages. Please change to maximum LD's to 10%, 15 % is not acceptable	Not agreed
44.		<p>Annex 5 Contract 6.12 Other terms and conditions.</p> <p>"Penalties for breach of clause 22.6 (confidentiality) cannot be accepted by CONTRACTOR. The proposed remedy by CONTRACTOR for such breach is:</p> <p>"In addition to any other remedy that the disclosing party may be entitled to at law or in equity, the disclosing Party shall be entitled to seek an injunction to prevent breaches or threatened breaches of this Agreement.""</p>	Not agreed
45.		<p>Annex 5 Section II CoC "19.2-G (new)" Indemnities. Please include new sub-clause:</p> <p>""property damage relating to fishing nets or fish traps or the like, suspension of fishing activities arising out of or resulting from the property damage to fish nets or fish traps, by any person, or legal entity, caused by resulting from, growing out of, or incidental to the performance of the WORK by CONTRACTOR.""</p>	Not agreed

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46.		Annex 5 Section II CoC 20.1 Insurance. In line 9, please confirm that "their respective AFFILIATES" are related to Client only.	This is correct.
47.		Annex 5 Section II CoC 20.2-E Insurance. Please include after "oil pollution liability" "arising out of a sudden and unexpected occurrence"	Not agreed
48.		Annex 5 Section II CoC 22.5 Confidentiality. CONTRACTOR cannot accept penalties for a breach of confidentiality. In addition to any other remedy that the disclosing party may be entitled to at law or in equity, the disclosing Party shall be entitled to seek an injunction to prevent breaches or threatened breaches of this Agreement"	Not agreed. Clause 22.5 stays in the Contract.
49.		Annex 5 Section II CoC 24 Termination. Please insert the word "material" before "default" throughout this provision	Not agreed
50.		Annex 5 Section II CoC 24.8 Termination. Please include new clause: "The CONTRACTOR shall have the right by giving notice to terminate the CONTRACT for any or all of the following reasons: a) in the event of a material default on the part of the CLIENT. Failure to pay the amounts due within 6 months after date of invoice shall be deemed to be a material default hereunder. b) in the event of the CLIENT becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if and act is done or event occurs which (under applicable laws) has a similar effect to any of the acts or events, or possession being taken by or on behalf of the holders of any debenture secured by a Floating Charge of any property comprised in or subject to the Floating Charge., or any equivalent act or thing being done or suffered under any applicable law.	a) Not Agreed b) Not agreed

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51.		Annex 5 Section II CoC 25.4 Audit and storage. Please reduce the period to 3 (three) years, and please delete "once the six-year period has ended .... gives written notice of its discontinuation".	Not agreed
52.		Annex 5 Section II CoC 29.6 notices. Please include "email" by means of official correspondence	Not agreed
53.		Annex 5 Section II CoC 30.1-A Limitations of Liability. Please delete "per event" and in line 8, please delete "or in absence of such sum, three times the CONTRACT PRICE"  CONTRACTOR's total liability shall not exceed the aggregate of the CONTRACT PRICE	Not agreed
54.		Annex 5 Section II CoC 30.1-B Limitations of Liability. Please delete ""per event"" in line 4, please delete ""or in the absence of such sum three times the CONTRACT PRICE"  CONTRACTOR's total liability shall not exceed the aggregate of the CONTRACT PRICE.	Not agreed
55.		Annex 5 Section II CoC 11.1 Variations 1. In fourth paragraph, in line 4, please change ""this constitutes a downward VARIATION"" to ""this could constitute a downward VARIATION"" 2. and please delete ""which the CLIENT is entitled to""	a) Not Agreed b) Not agreed
56.		Annex 5 Section II CoC 11.3 Variations. Please replace the sub-clause with the following wording: ""CONTRACTOR shall be entitled to a VARIATION and a consequent adjustment to the CONTRACT PRICE and SCHEDULE, if the CLIENT, through its instructions, actions or lack of actions, has varied the scope of the WORK or the time for performance of the WORK or if the CLIENT has failed to provide unobstructed access to the WORKSITE.""	Not agreed
57.		Annex 5 Section II CoC 12.2-B Force Majeure. Please add: " sun spots, or other electronic, electromagnetic, atmospheric or other condition affecting satellite transmission or loss or degradation of satellite capacity of the US Department of Defence's Global Positioning	Agreed  This may be appropriate even though GPS (specific to the US DoD system) is normally replaced by GNSS (the generic) to allow other satellite navigation systems to be considered.

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		satellites, governmental regulations or controls, including change to or denial of access to GPS satellites."	<p>A single system could be used here as an indicator of a <i>natural</i> phenomenon – so this addition would be OK in those terms</p> <p>The GPS system might be more accurate in comparison to the GLONASS system, so making it a reasonable indicator in all circumstances as the survey performance is probably more dependent on GPS.</p> <p><i>This is a valid reason for Force majeure, given that operations are dependent on GNSS and these systems can be disabled by unpredictable natural and induced events entirely outside of the control of contractor.</i></p>
58.		<p>Annex 5 Section II CoC 12.2-D Force Majeure. Please delete ""but excluding weather conditions as such regardless of severity".</p> <p>Please Insert: "unusually severe weather exceeding CLIENT provided P90 weather statistics."</p>	<p>Not agreed</p> <p>Not accepted.</p> <p>Weather impact, also weather beyond p90- is handled through the adverse weather principles as included in Annex 5 -VI section 8 Adverse Weather Determination</p>
59.		Annex 5 Section II CoC 13 Suspension. Please insert the word 'material' before the word 'default' wherever appearing	Not agreed
60.		<p>Annex 5 Section II CoC 13.9 Suspension. Please insert new clause:</p> <p>""CONTRACTOR shall have the right, upon notice to the CLIENT, to suspend the WORK or any part thereof to the extent detailed in the notice, for failure of CLIENT to meet its obligations under this CONTRACT, including but not limited to failure to make payment of the amounts due within 30 days of notice from CONTRACTOR that amounts are overdue and non fulfilment of the obligation to inform CONTRACTOR of hazards pursuant to clause 7.4</p>	Not agreed
61.		Annex 5 Section II CoC 14.3 Payment. Please confirm that the payment term for CLIENT is 30 days.	Agreed

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62.		Annex 5 Section II CoC 19.1 Indemnities. We understand that client will arrange access into the 500 meter platform range if any investigations are required in this area. Any additional liabilities associated with working in this area are assumed to be covered by Client.	Not agreed. CLIENT will not request to perform any Work in the 500 meter platform range. Any of these zones within the Wind Farm Zone will be excluded from the investigation area. However the total survey area as mentioned in Annex 4 will not change due to the existence of the platform, but CLIENT expects the CONTRACTOR to take the platform including the safety zone into account in the project plans.
63.		Annex 5 Section II CoC 19.1-c Indemnities. Please delete in line 3 "CLIENT REPRESENTATIVE or other temporary hires of CLIENT, "	Not agreed
64.		Annex 5 Section II CoC 19.2-F (new) Indemnities. Please include new sub-clause: "damage to flora and fauna, if any, resulting from the orderly conduct of the WORK by CONTRACTOR"	Not agreed
65.		Annex 5 Section II CoC 11.1. Variations In second paragraph, please delete: "Additional work or new information which the CONTRACTOR could have foreseen when the CONTRACT was signed shall not entitle CONTRACTOR to an upward VARIATION."	Not agreed
66.		Annex 5 Section II CoC 10.2-E Tenderer Defects. Correction Obligation Please change "within a time frame" to "within a reasonable time frame"	Agreed
67.		Annex 5 Section II CoC 10.2-C (2) Tenderer Examination and defects correction "  Please delete the first sentence and at the start of the second sentence insert "If the CONTRACTOR fails to remedy any defect within a reasonable time of being notified of the defect and requested to do so by the CLIENT, "	Not agreed
68.		Annex 5 Section II CoC 10.2-b Tenderer Examination and defects correction. Please include at the end: "At the end of sub-clause add " For the avoidance of doubt, Contractor's	Not agreed

Question number	Location in RfP	Question	Answer
		liability to reacquire data shall cease immediately upon departure from the offshore WORKSITE Following departure from the offshore WORKSITE, CONTRACTOR's liability to rectify defects will be limited to the re-analysis of data and re-issuing of reports."	
69.		Annex 5 Section II CoC 9.8 Contractor Personnel. Please change "within 24 hours or such longer time as may be agreed by the CLIENT" in the last sentence to "within a reasonable time".	Not agreed
70.		Annex 5 Section II CoC 6.1 Contractor to inform itself. Please add at the beginning of the Clause "Subject to Clause 7.4"	Not agreed
71.		Annex 5 Section II CoC 4.8 Tenderer Contractor's obligations. Please include at the end: "provided that such equipment and materials or debris generally are individually larger than 0.5 metres cubed in size and if such items are on the seabed and can be found within two hours of appropriate searching, prior to departure from Worksite	Not agreed
72.		Annex 5 Section II CoC 4.6 Contractor's obligations. Please add at the end of this provision "provided that CONTRACTOR shall be paid for any delays or additional costs suffered by it arising from such co-operation."	Not agreed  In case Contractor considers it has a valid claim that the work is delayed these can be handled through Clause 11.3. In principle there are no other contracts foreseen by RVO.nl
73.		Annex 5 Section II CoC 4.4 Tenderer Contractor's obligations. "In line 3 please delete "" fit for the intended purpose where a purpose is defined in the CONTRACT or, where no such purpose is defined, fit for its ordinary purpose"" and replace with ""and in accordance with the CONTRACT"".  And please add in the end: "However, breakdown of any vessel or equipment utilised by CONTRACTOR in performance of the WORK shall not constitute a breach of CONTRACT and COMPANY's remedy in respect thereof shall be limited to suspension of relevant hire charges.""	1: Not Agreed 2: Not agreed

<b>Question number</b>	<b>Location in RfP</b>	<b>Question</b>	<b>Answer</b>
74.		Annex 5 Section II CoC 3.2-c Tenderer Representatives. At the end please include "in writing"	Agreed
75.			