

1st Memorandum of Information Tender Document 'Geotechnical Survey for the IJmuiden Ver Wind Farm Zone (IJVWFZ)'

Date: 25 September 2020

In this Memorandum of Information, the department inviting tenders provides answers to the questions asked and remarks posted in the context of the above-mentioned Tender Document. This Memorandum of Information forms an integral part of the Tender Document (with reference Geotechnical Survey for the IJmuiden Ver Wind Farm Zone (IJVWFZ)).

Before answering the questions below, the Contracting Authority would like to share two statements with the Tenderers:

- **Along with this Memorandum of Information a new version (2.0) of Annex 4a is published (changes are made based on questions 6, 7 and 31). Please use this new version when submitting your Tender.**
- **Contrary to what is stated in the planning of the Tender Document Tenderers will have the possibility to submit their Tender on the whole day of October 13, 2020 (so no deadline on 14:00 hours (CEST)).**

No.	Question	Answer
1.	Tender Document In paragraph 5.2.6 (preference prices/rates) it states that a maximum of 20 points can be obtained. However, further on the this paragraph it states that for Lot 1 only 17 points can be obtained. Please confirm this is a typo.	This is indeed a typo. The maximum amount of points that can be obtained on this preference is 20 (both for Lot 1 and 2).
2.	Tender Document Reference is made to the "Tender Document (202007086-202007099)", Page 17, 4.3.2 Reference data (technical qualifications), Lot1, Core Competence number 3: "Carrying out seabed CPT (PCPT/SCPT/TCPT) with target depths of at least 50 m and Vibrocores with a target depth of 6 m and minimum recovery of at least 3 m in predominantly non-cohesive North Sea soils". 1. Does this means that to be able to provide Client with a signed ESPD, Tenderer have to be able to provide a reference on an executed project where the target depth, set by the project Client, was 50m?	1. Yes, by signing the ESPD the Tenderer declares that he complies with this requirement and that this reference can be provided on request. 2. Correct.

No.	Question	Answer
	2. Could you confirm that each core competences (excluding lab) need to be part of a project in which, the part cover by the SOW of the Lot1 (only), was more than 1.250.000 EUR?	
3.	General There is only a PDF file of the ESPD form. The tender document states that the link in TenderNed should be used and not the PDF file. However there is no link provided. Can you advise.	The link to the ESPD is added to TenderNed. However, it is allowed to use the PDF-file. As long as the ESPD meets the other requirements stated in the Tender Document (for example concerning the signature).
4.	General Please could you clarify the requirements with regards to Lost equipment, there seems to be ambiguity within the documents. Contractor only to remove items lost on or above the seabed <u>or</u> equipment lost below the seabed to be removed to the depth of the through of mobile sand waves in the area.	Lost equipment needs to be removed if present above the seabed or equipment lost below the seabed to be up to 0.5 meters of depth. In case of equipment lost below 0.5 meters this needs to be documented and reported to CLIENT. As a minimum this document should include the exact coordinates, the depth of breakage and dimensions of lost equipment.
5.	Annex 4b Rates Price and cycles Cell L95 (and subsequently L109 onwards) seem to be stuck on 1900 date.	This happens when previous cells are not fully filled in. Please check whether a date has been included in cells L37 and L90.
6.	Annex 4a Rates Price and cycles We assume field 24L in the spreadsheet should read 18-01-2021 not 18-01-2020.	Correct. Thanks for pointing this out.
7.	Annex 4a Rates Price and cycles Is there a reason that field 197K is set at zero (0). We assume that a report will be required.	This value should be 1 instead of 0. Thanks for pointing this out. We will provide an updated Annex 4a.
8.	Annex 6 Section V - Scope of work	At this moment the BRO is still investigating if and how RVO's offshore standards will be implemented in

No.	Question	Answer
	From the scope of work we understand that the contractor requires to carry out the work in compliance with the BRO obligations (Annex 8). The BRO requirements stipulate specific standards for different aspects of the works, including: - General approach: e.g. Drilling according SIKB protocol 2101 Mechanisch boren versie 3.3. & NEN-EN-ISO 14688-1:(2019) for sampling methods; - Sample Descriptions: NEN-EN-ISO 14688-1:2P019 & NEN5104, and within the Dutch language; - Laboratory testing: • Water content = NEN-EN-ISO 17892-1:2014 • Organic content = not specified • Carbonate content = not specified • Unit weight = NEN-EN-ISO 17892-2:2014 • Particle density = NEN-EN-ISO 17892-3:2016 • Particle size distribution = NEN-EN-ISO 17892-4:2016/ ISO 13317-3:2001 • Atterberg limits = NEN-EN-ISO 17892-12:2018 • Torvane/Pocket Penetrometer = not specified • Triaxial = NEN-EN-ISO 17892-8:2018 & NEN-EN-ISO 17892-9:2018 • Direct Simple Shear = ASTM-D6528 versie 2017 • Oedometer IL = NEN-EN-ISO 17892-5:2017 • Oedometer CRS = ASTM-D4186 versie 2012, • Permeability = NEN-EN-ISO 17892-11:2019 Above standards are more specific and/or differ from standards specified within the Annex 6, for example: • General approach: ISO 19901-8:2014 • Sample Descriptions: ISO 19901-8:2014, BS 5930, and BS 1377 • Laboratory testing: Eurocode EN 1997-2:2007, ISO 19901-8:2014, BS 5930, and BS 1377 Can RVO confirm the following:	the BRO. It is the expectation that more clarity comes in the remainder of 2020. Therefore, the standards defined by RVO in the scope of work document need to be assumed applicable for this contract. All reporting is to be in English. At the moment when it is clear what the BRO exactly requires, a discussion will be held with the CONTRACTOR how to proceed. It will be decided what the exact requirements will be at that stage. The Contractor is still required to familiarise himself with the current specific standards of the BRO in order to have a plausible discussion and able to give recommendations for deliveries to the BRO.

No.	Question	Answer
	• RVO requires reporting in English for all deliverables eventually published on RVO's website; • RVO requires geotechnical data in Dutch where submitted to BRO; • RVO will assign test methods/ standards to meet the BRO requirements;	
9.	Annex 6 Section V - Scope of work Section 1.4 page 5, second paragraph reference is made to borehole sampling with regards to Lot-1. Can you clarify.	The reference to boreholes under Lot 1 is an error and should be ignored.
10.	Annex 6 Section V - Scope of work Annex 6 section V- Page 5, last paragraph. Can you clarify what is meant with Permeability Logging.	There is no phrase contained within the document at the position indicated – RVO suggest that this is a misreading of the text. The actual wording as in the Scope of Work in the last paragraph of Page 5 is: "The Lot 2 geotechnical investigation of Ijmuiden Ver Wind Farm Zone shall consist of borehole drilling and include a combination of quasi continuous downhole sampling, downhole CPT testing along with <u>permeability and downhole geophysical logging</u>. In situ sampling and testing along with the subsequent laboratory testing, shall include, but not be limited to, the following assessments for all important layers:"
11.	Annex 6 Section V - Scope of work Annex 6 Section V - page. We understand that the CID tests as per the BOQ have to be priced as a set of three tests. For a shearbox this will apply as well. However for DSS tests this is generally not considered can you clarify.	Direct Simple Shear (DSS) tests are only included as part of the Advanced Lab Test Programme, where they provide a static reference test for a set of cyclic tests carried out at a particular consolidation stress. For this reason, only one test at one consolidation stress will be required.
12.	Annex 6 Section V - Scope of work	This is acceptable.

No.	Question	Answer
	Annex 6 Section V. Page 46. The Mobilization Report will be part of the Operations Report and not of the Field Report. Can you confirm that this is acceptable.	
13.	Annex 6 Section V - Scope of work Annex 6 Section V - page 28 item 2.5.5 Is it allowed to perform certain tests offshore?	In principle, some of the other laboratory tests listed under "Laboratory Testing" but not under "field tests" could be undertaken offshore. However, the CONTRACTOR would need to demonstrate that the same standards expected from an accredited onshore lab could be achieved in the offshore facilities.
14.	Annex 6 Section V - Scope of work Page 6 - Objective of geotechnical Lots - Lot -2. Should MIC analyses be added to this list?	Yes – the term: "Microbial Induced Corrosion, (MIC) analysis" should be added to the list at the top of Page 6
15.	Annex 6 Section V - Scope of work 1.6 Please could you indicate, when the 'interim' report will be required for, i.e. mostly to determine what proportion of laboratory testing to be included in the first issue of the report.	The interim report of the advanced laboratory tests is intended to serve as input for the first IJmuiden Ver offshore wind tender. As a minimum, it should include all advanced laboratory test results for the High Priority Area. If test results of the Low Priority Area are available as well, then they should be included as well. The desired final date of all final HPA reports is 17-Apr-2022. The advanced test report is typically the last one issued. Preferably the delivery dates in Annex 4b are specified to meet this desired final date.
16.	Annex 6 Section V - Scope of work 1.7 Please could you give an indication of anticipated survey activity in the area.	The relevant authorities have been contacted and there is no indication that other activities will be present in the investigation area at this moment.

No.	Question	Answer
17.	Annex 6 Section V - Scope of work 1.9 2nd Paragraph Please could you indicate how many review rounds of the deliverables there generally are and how much time the certification body and CLIENT take for reviewing of the deliverables. 4th bullet point In case of award to 2 different contractor it is stated the Lot 2 Borehole contractor will get to assess the CPT locations, does this mean that not all HP locations will be available at the start of the Lot2 works?	Reference is made to Annex 4, where the CLIENT review times are specified in green. They depend on deliverable and revision number. Certification is typically performed after all CLIENT comments have been closed. The certifier has two weeks of review time. The offshore campaign of Lot 1 is planned to be completed before the start of the Lot 2 campaign. Also, the CPT results are planned to be available before the start of the Lot 2 campaign. They will be made available to the Lot 2 contractor.
18.	Annex 6 Section V - Scope of work Page 12 - 1.9 Interfaces. Can you clarify which party is responsible for the archaeological assessment; the IGM Contractor, the Lot-1 contractor or the Lot-2 contractor?	A third-party consultant is hired to perform an archaeological assessment. Both the Lot-1 contractor and the Lot-2 contractor should allow for several meetings to align on the tests to be performed as input for the archaeological assessment.
19.	Annex 6 Section V - Scope of work Page 13 - 1.10 Responsibilities. Age dating analyses is mentioned earlier as being part of Lot 2 geotechnical scope, but in this table on page 13 responsibility lies with IGM contractor. Can you clarify?	The age dating program shall be specified by the IGM contractor and executed by the Lot-2 contractor.
20.	Annex 6 Section V - Scope of work 1.11 Please could the PDF files uploaded on the RVO website be provided also be made available on the TenderNed Portal? For some reason, there are some adobe version/language issues which prevent the files from being opened.	This question was later withdrawn.
21.	Annex 6 Section V - Scope of work	Thanks for pointing this out. Yes, the contractor should adhere to the latest active versions of all standards, unless they can provide sufficient justification for not

No.	Question	Answer
	Page 26 - 2.5.2 SCPT. Reference is made to ASTM D7400-08. Should contractor possibly adhere to current, active standard ASTM D7400-19 instead?	doing so i.e. the latest version is very recent and the laboratory has not yet had sufficient time to achieve accreditation for this version.
22.	Annex 6 Section V - Scope of work Page 27 - 2.5.3. PPDT. Which derived parameters are anticipated from PPDTs, can you clarify.	The reference to derived parameters is an error. The required results only include the measured pore water pressure (plotted versus time on a log scale).
23.	Annex 6 Section V - Scope of work Page 28 - 2.5.5 Vibrocoreing-Laboratory Testing - Granular soils. Can you clarify if permeability testing also required on granular soil.	Yes, permeability testing is required for granular samples. This was excluded by mistake.
24.	Annex 6 Section V - Scope of work Page 28 - 2.5.5. Vibrocoreing - Laboratory Testing - Granular Soils Description of test type 'Total Carbon (TIC)' requires further explanation. A dry combustion test (e.g. in accordance with ISO 10694) typically determines TOC (total organic carbon) and/or TC (total carbon). TIC (total inorganic carbon) can be derived from these measurements. With reference of naming of tests in Annex 4a. Can you clarify.	According to ISO 19901-8 the organic content of a sample can be determined in accordance with ISO 10694 (Determination of Organic and Total Carbon After Dry Combustion (Elementary Analysis)). The elementary analysis which gives the TOC value has the advantage in comparison to the loss on ignition (LOI) that the water loss from clay minerals is not measured. The LOI can overestimate the organic matter content in clays due to this structural water losses. In very carbonate rich soils carbonate losses are also measured with the LOI method which also results in an overestimation of the organic content. An advantage of the elementary analysis in comparison to the dichromate oxidation method is that the test method do not have an upper detection limit of 25 % total organic content as with the dichromate test. It also possible to measure the carbonate content during the elementary analysis according to ISO

No.	Question	Answer
		10693 (also mentioned as a test method in ISO 19901-8). This gives the possibility to measure TOC, TC and TIC on one sample if needed. and preferred in IJV. A subtraction method as indicated to indirectly determine TIC can be employed however an alternative is to determine the inorganic carbon directly by solution in heated acid. It is for the contractor to propose and justify in their submission the most appropriate and accurate method(s) to achieve the correct and most accurate results for the end user.
25.	Annex 6 Section V - Scope of work 2.7.3 Could you confirm the locations for the SCPT boreholes will be available prior to the mobilization of the Lot2 works?	This is confirmed.
26.	Annex 6 Section V - Scope of work Page 41 - 2.7.8 Advanced Cyclic/Dynamic tests. CSS tests with pre-shearing using undrained conditions. Should (cyclic) pre-shearing be applied using constant vertical stress ('drained') conditions? There seems to be a possible inconsistency with Annex 4b. Can you clarify.	The contractor should allow for pre-shearing (Stage 1) under either constant stress or constant volume conditions in order to match the conditions selected for Stage 2. The final specifications will be determined after start of this contract in consultation with the IGM Contractor.
27.	Annex 6 Section V - Scope of work /Annex 4b Page 41 - 2.7.8. Advanced Cyclic/Dynamic Tests. CSS tests without pre-shearing. Can it be assumed that these tests are to be performed using constant volume ('undrained') conditions? There seems to be a possible inconsistency with Annex 4b.	See answer to Q.26.

No.	Question	Answer
28.	Annex 6 Section V - Scope of work/Annex 4b Page 41 - 2.7.8 Advanced Cyclic/Dynamic Testing. Resonant column tests. Tests on both cohesive as well as cohesionless soils to be performed using undrained conditions? This is not in line with a few rows down, where it says 'The shearing stages will also be carried out under either drained or undrained conditions'. This is also not consistent with Annex 4b. Can you clarify.	The last bullet point in Section 2.7.8 (related to RC tests) should read "under drained or undrained conditions".
29.	Annex 6 Section V - Scope of work/ Annex 4a Page 42 - 2.7.9 Thermal Conductivity Testing. It is stated that "tests should be undertaken at three (3) different densities' However the notes in Annex 4a mention five different densities. Can you clarify.	Annex 4a (cell D276) and Annex 4b (cell D308) should read "at three different densities" i.e. densities that correspond to a loose, medium dense & dense state.
30.	Annex 6 Section V - Scope of work Page 46 - 2.8.4 Field Report Lot 2/ 2.8.5 Geotechnical Borehole Report (Lot2). It is stated that 'Results of in situ thermal conductivity testing including heat capacity calculations' have to be included, however there is no in situ thermal testing anticipated/mentioned or listed in Annex 4b for Lot 2. Can you clarify.	These lines items were included by mistake and should be ignored. It is confirmed that in situ thermal conductivity testing is only included in Lot 1.
31.	Annex 4a Rates Price and cycles Age date reporting. There is no separate line item for age dating reporting in Annex 4a. Can this possibly be included.	Sure. This will be included as a separate line item.
32.	Annex 6 Section V - Scope of work Page 8 Splitting of reports. It is stated that for Lot 2 there is no need to combine the results in one report. For Lot-1 reports and Advanced laboratory testing it is stated that this is required. Can you clarify?	It is confirmed that the results for the LP and HP areas should be combined in each of the reports for Lot 1. This is because the results for the whole site should be available in good time to meet the required deadlines for the HP area wind farm tender. Lot 2 is different because of the longer lab testing duration. For the Geotechnical Borehole Report, where the results for

No.	Question	Answer
		each borehole are reported individually, it is considered more appropriate and convenient to split this report into the HP and LP areas. In contrast, the results for the advanced lab test programme are combined in the final results charts, which makes it more appropriate to have only one report for the whole site (albeit published initially as an "interim" report with an incomplete set of results from the LP area).
33.	Annex 6 Section V - Scope of Work 2.12 Can a transfer vessel be utilised to offload the samples every two weeks?	No, since this would imply a boat-to-boat transfer. Boat-to-boat transfers are not permitted in view of their HSE risks.
34.	Annex 6 Section V Scope of Work 2.2.2 "The CONTRACTOR should have both a temperature cone and thermal probe onboard." Does performing in-situ Thermal Conductivity and having a lab thermal probe available onboard satisfy this requirement?	No, this would not satisfy the requirement. The reasoning behind this requirement is that in certain soil conditions (i.e. soft clays or loose sands), insufficient friction is generated during cone penetration to create a suitable initial temperature for good results. Therefore, in these soil conditions, it is preferable to switch to using a thermal probe (which generates heat artificially).
35.	Annex 6 Section V Scope of Work 2.2.2 "thermal conductivity tests using a cone (or similar method approved by CLIENT) at selected locations across the zone, for the purpose of subsea electrical cable design. At each location tests should be carried out at approx. 1m depth intervals to at least the target depth based on the expected burial depth at each location" Please note that for the VibroHeat measurements the standard sensor string is modified to suit the different requirements of the vibrocorer. As a result the penetration is limited to about 0.5m less than the standard core length. SO for the proposed 6m vibrocorer maximum test depth will be 5.5m (subject to penetration).	A final thermal conductivity depth of 0.5m less than the VC penetration is acceptable.

No.	Question	Answer
36.	Annex 6 Section V Scope of Work 2.4.2 Water depth accuracy to 10cm. Is this current depth or against a tidal datum?	Water depth accuracy is to tidal datum.
37.	Annex 6 Section V Scope of Work 2.5.1 "Contractor should have both 36 and 44 mm rods" Contractor recommends 36mm rods for minimum friction and maximum penetration, is this a firm requirement to have both sizes available?	Contractor is required to have both 36 and 44 mm rod diameters available particularly for the LOT 1 programme where both 10 cm ² (35.7mm diameter) and 15cm ² (44cm diameter) cones should be available.
38.	Annex 6 Section V Scope of Work 2.5.2 "Further specifications are given in section Fout! Verwijzingsbron niet gevonden.." Further specifications are not referenced. Please provide.	The original link (which has broken) was to Section 2.7.3. However, since there are no further specifications provided in Section 2.7.3, this sentence can be ignored.
39.	Annex 6 Section V Scope of Work 2.5.5 "CONTRACTOR shall undertake a maximum of one (1) re-test per location at no cost to CLIENT (VC)" When does the VC bump over rate apply? (Annex 4a Rates, Prices and Cycle Times - Lot 1, Part A - Item 3L)	The following wording: <i>"CONTRACTOR shall undertake a maximum of one (1) re-test per location at no cost to CLIENT (VC)"</i> Shall be replaced by: <i>"Re-tests will be reimbursed based on the actual quantities performed based on rates 2.15 and 2.16 of Annex 4a."</i>
40.	Annex 6 Section V Scope of Work 2.5.6 "CONTRACTOR shall be responsible at his own cost for the marking the location and recovery of cone rods and other equipment dropped	Please see question 4 for the definition where in the (sub)bottom lost equipment needs to be removed.

No.	Question	Answer
	or lost during the execution of the project. opportunity. All equipment shall be removed to a reference level which is the trough of mobile sand waves in the area." What is the wave height of the sand waves? Would we be able to limit recovery depth to 1m?	
41.	Annex 6 Section V Scope of Work 2.7.1 "Within granular deposits, the boreholes are to be advanced by alternating PCPT (up to 3 m stroke) and sampling (4 m cycle). CLIENT OFFSHORE REPRESENTATIVE has the right to change the alternating PCPT/sampling cycle in response to the encountered soil layer without extra charges. Furthermore, CONTRACTOR shall oversample a PCPT stroke where requested in order to provide enough sample material for the subsequent laboratory programme" Can RVO give examples of the potential cycle changes? How can we limit our commercial exposure here? Is oversampling here to be reimbursed using BoQ rate?	It is acknowledged that the proposed sampling and testing regime is not sufficient to provide a definitive estimate of the total number of samples and CPTs in each borehole. For example, there is no guarantee that a 3m stroke can be achieved, especially in very dense sands. However, since Annex 4 is unit-rate based, there should be no reason why the total production cost of each borehole cannot be adequately covered if the unit rates of each activity accurately reflect the associated vessel time and any related consumables/processing costs.
42.nit	Annex 6 Section V Scope of Work 2.7.1 "A minimum sample recovery of 80% is mandatory for cohesive soil layers and loose to medium dense non-cohesive soil layers. For dense or very dense non-cohesive soil layers, a minimum sample recovery of 50% is acceptable. If the sample recovery is less than 50% in non-cohesive layers or less than 80% in cohesive soil layers, CONTRACTOR shall be required to perform at no cost to CLIENT an additional push sampling stroke to recover the missing soil samples." We can price an additional sample, but what happens if the additional sample does still not achieve the required recovery? Can we qualify one additional attempt only?	RVO has managed to avoid such qualifications on all previous projects and so this request is declined. This places the onus on the contractor to minimise the number of such occurrences by quickly adapting the operational procedures in each type of soil condition.

No.	Question	Answer
43.	Annex 6 Section V Scope of Work 2.7.2 "The down-hole wireline PCPT system shall include a minimum 10 tonne thrust reaction" Would the use of 5cm² cones be permissible to achieve 100KN?	The use of a 5cm² cone is only to be considered in very exceptional circumstances in very dense material where repeated tests in a particular unit yield penetrations of less than 0.1m and only then with CONTRACTING AUTHORITY and OFFSHORE CLIENT REPRESENTATIVE approval. The use of 10cm² cones is the default requirement for the LOT 2 contract.
44.	Annex 6 Section V Scope of Work 2.7.4 "Signals shall be stacked in order to achieve an acceptable signal to noise ratio to be agreed with the CLIENT OFFSHORE REPRESENTATIVE. CLIENT OFFSHORE REPRESENTATIVE has the right to reject any or all of the stacked signals or components thereof" Can RVO specify the acceptable the SNR so there is no potential for conflict? What is the maximum no of shots to be taken at a particular depth interval?	As the increase in noise is calculated as the sum of the variances of the individual trace the effect of signal stacking on SNR is: $SNR = \frac{Max\left(abs(\sum_1^N T_i)\right)}{3\sqrt{N\sigma_n^2}}$ Thus for example, stacking 4 traces should increase the SNR by a factor of 2. On this basis the signals should be stacked between 6 and 12 times for each individual test depth but this will ultimately depend on the quality, amplitude and peak of the first arrivals. This should be used as a general guide as the OFFSHORE CLIENT REPRESENTATIVE will provide the final direction based on the "as encountered" conditions.
45.	Annex 6 - Section VII - QA Requirements and administration 4.2 "CONTRACTOR shall secure at all sites where work is performed, sufficient knowledge of the Dutch language is available within the project team to enable communications with third parties and to correctly interpret written and spoken instructions."	This is an offshore requirement. It refers particularly to the ability to easily communicate with other stakeholders such as fishermen.

No.	Question	Answer
	Is this an onshore requirement, an offshore requirement, or both?	
46.	Annex 6 Section V Scope of Work 2.5.1 "Typical parameters that define refusal of the seabed CPT: Cone tip load is 100% of cone capacity." Taking a cone to 100% cone capacity on tip significantly increases the chances that cone drift will exceed acceptable cone classification as determined by ISO. We advise 75% cone capacity, removal of statement requiring tests to be Class 2 or higher, or acceptance that all bump overs for tests not determined as Class 2 are paid by Client. Annex 6 Section V Scope of Work 2.5.1 "Typical parameters that define refusal of the seabed CPT: Cone deviation is greater than 15 degrees over test depth" We advise replace with "Cone deviation is greater than 12 degrees over test depth".	Request not accepted. Cone shall be capable of 100% of cone capacity and tests shall be Class 2 or higher. Contractor shall have sufficient cones on board to mitigate for anticipated drift during testing. Request not accepted. Bump over for tests not deemed to be Class 2 or better shall be to the contractors account. Request not accepted. Cone deviation refusal shall be 15° over the test length which is anticipated to be 50 - 60m.
47.	Annex 6 Section IIIa Conditions of Contract 2.11(ii) In respect of clause 2.11(ii) of Remuneration, delays caused by CLIENT OFFSHORE REPRESENTATIVES should not be deemed included within the rates as CONTRACTOR has no control over such delays.	Delays caused by the CLIENT OFFSHORE REPRESENTATIVE, that cannot be reasonably expected, shall not be deemed included.
48.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section III a - Clause 4.4. please delete: "and 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.	Proposal not accepted. CLIENT must be able to trust that the materials and tools to be used by the CONTRACTOR are suitable. CONTRACTOR must be able to make this estimation itself.

No.	Question	Answer
49.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 4.6. Please include at the end: "CONTRACTOR shall not be responsible for delays incurred due to providing such reasonable access."	CONTRACTOR shall not be responsible for delays incurred due to providing such reasonable access in case the decision to delay has been agreed with the CLIENT OFFSHORE REPRESENTATIVE prior to the delay.
50.	Annex 6 Section IIIa Conditions of Contract 4.8 In respect of clause 4.8 of the Conditions of Contract, at the beginning of the clause, Tenderer proposes insertion of the words "Within the constraints of clause 34," – to ensure that the provisions of clause 4.8 do not increase the obligations to remove wreck and debris beyond those set out under clause 34.	Proposal not accepted. CONTRACTOR has the obligation to keep the worksite clean.
51.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 4.8. Can you please include at the end: "Further, in no event shall the CONTRACTOR be liable for the location, recovery or removal of any geotechnical or environmental sampling or testing equipment, or parts thereof, used for the WORK, such as drill pipe, cones, rods, leads and barrels, that the CONTRACTOR loses or abandons due to it becoming stuck, or otherwise lost, below 0.5 meter of the seabed during ground penetration, sampling or testing operations. However, the CONTRACTOR shall provide the COMPANY with whatever information is available on the location, or last known location, of such equipment."	Proposal is accepted.
52.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 6.2. Please include at the end: "However, selection of geotechnical equipment shall be based on information received from the COMPANY and the CONTRACTOR accepts no liability in respect of seabed conditions differing those	However, selection of geotechnical equipment shall be based on information received from the CLIENT and the CONTRACTOR accepts no liability in respect of seabed conditions differing those identified in the TECHNICAL INFORMATION including variations in those seabed conditions which are not UNFORSEEABLE, with

No.	Question	Answer
	identified in the TECHNICAL INFORMATION, with any such difference in seabed and sub-seabed conditions representing a VARIATION and entitling the CONTRACTOR to an increase to the CONTRACT PRICE and modification to the SCHEDULED COMPLETION DATE to reflect any delay or additional cost incurred as a result thereof."	UNFORSEEABLE differences in seabed and sub-seabed conditions representing a VARIATION and entitling the CONTRACTOR to an increase to the CONTRACT PRICE and modification to the SCHEDULED COMPLETION DATE to reflect any delay or additional cost incurred as a result thereof."
53.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 7.5. Please include at the end: "Additionally, notwithstanding anything to the contrary in the CONTRACT, the CONTRACTOR is entitled to remuneration in respect of any time lost due to fouling of, or loss of or damage to, geotechnical or environmental sampling or testing equipment which for the purposes of the WORK was deployed from the CONTRACTOR's vessel and which was caused, in the CONTRACTOR's reasonable opinion, by unexpected ground conditions, hazards in the seabed (e.g. cobbles, boulders, marine debris, munitions), other vessels (including equipment deployed therefrom), or contaminants released by ground engaging operations, and the COMPANY shall further reimburse the CONTRACTOR for (i) the cost of cleaning, decontamination or repairs at cost plus ten percent (10%) in the case of fouling or damage not beyond economic repair or (ii) the cost of replacement (including, without limitation, the deductible in the CONTRACTOR's equipment insurance policy or a contribution toward the deductible up to the cap identified in this clause) in the case of loss or damage beyond economic repair, in the cases of (i) and (ii) up to a maximum of EUR 14,000 (fourteen thousand euro) (or equivalent if costs are in a different currency) per piece of equipment."	Proposal not accepted.
54.	Annex 6 Section IIIa Conditions of Contract 8.2 In respect of clause 8.2 of the Conditions of Contract, please provide examples of conditions that may be attached to CLIENT's approval of	Specific examples cannot be given at this moment because every situation has to be assessed on itself. CLIENT considers it important that reliable and skilled subcontractors are engaged and therefore want to

No.	Question	Answer
	CONTRACTOR's subcontractors which are not otherwise specified in the CONTRACT?	keep the option open to withhold its consent for a proposed subcontractor.
55.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 10.2 b. Please add at the end: "At the end of sub-clause add, "For the avoidance of doubt, CONTRACTOR's liability to reacquire data or rectify defective WORK shall cease immediately upon CONTRACTOR's departure from the offshore WORKSITE to commence demobilisation. Following CONTRACTOR's 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"	Proposal not accepted.
56.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 11.1 2nd paragraph. Please delete: "Additional work or new information which the CONTRACTOR could have foreseen when the CONTRACT was signed shall not entitle CONTRACTOR to an upward VARIATION."	Proposal not accepted. Reason: It is an experienced CONTRACTOR's duty to fully familiarise itself with all the project requirements and situations that could be foreseen prior to contract signing and commencement of the works.
57.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 11.1 4th paragraph. This does not seem to be balanced with regards to the provisions in the 2nd paragraph of this article especially regarding the "new information", please change as follows: delete "any new information that is brought to the notice of the CLIENT or" include after "less demanding or extensive" "and the impact on the WORK is bigger than 10% of the original scope of WORK"	First proposal is not accepted. The CLIENT wants to keep the possibility open that new information will also lead to less work. Second proposal is also not accepted. The CLIENT does not see the need for paying for WORK that no longer has to be performed.

No.	Question	Answer
58.	Annex 6 Section IIIa Conditions of Contract Conditions of Contract - New clause 13.9. Please include a new clause as follows: "If, during a period of suspension, the CONTRACTOR elects to demobilise the vessel, the CONTRACTOR shall remobilise in a reasonable time subject to its other contractual commitments, and shall be entitled to payment of any costs associated with resumption of performance (including a remobilisation fee)."	Not accepted, article 13.4 already contains a payment arrangement in the situation where the suspension of the WORK is not due to the CONTRACTOR's failure.
59.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - New clause 17.13. Please include new clause: "Notwithstanding clause 22, the CONTRACTOR and its AFFILIATES shall be entitled to retain copies of and may use data acquired by the CONTRACTOR during performance of the WORK internally and, subject to anonymising it through blurring, scrambling, aggregation or other means so that the COMPANY's confidentiality is assured, externally for business purposes of the CONTRACTOR and its AFFILIATES, including but not limited to, re-checking calculations and previous interpretations, enriching knowledge and understanding of the CONTRACTOR and its AFFILIATES, general re-use, re-working, aggregation and machine learning. However, copyright in any final report shall be exclusively owned by the COMPANY."	Proposed amendment not accepted, the results of the survey will be used in a future tender procedure. It is not the intention that this information is shared by the CONTRACTOR with external parties.
60.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 19.1-C. Please delete: CLIENT REPRESENTATIVE or other temporary hires of CLIENT" This is not an acceptable indemnity requirement, and CLIENT is best placed to insure and indemnify the client representatives for these risks and possible damages.	Not accepted, the CONTRACTOR must be responsible for the damage caused and attributable to it. This includes the damage that the CONTRACTOR causes to persons with whom it cooperates. This is not damage for which the CLIENT wishes to be held liable.

No.	Question	Answer
61.	Annex 6 Section IIIa Conditions of Contract 19.1(d) In respect of clause 19.1(d) of Section III – Conditions of Contract, please confirm that this is not intended to capture future third party infrastructure to be developed within the survey area?	Yes, this intends to capture existing third party infrastructure within the survey area.
62.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 19.1 D. Please delete this clause, this is not an acceptable risk for CONTRACTOR, such risks should be for CLIENT and again the CLIENT is best placed to mitigate and insure these type of risks. CONTRACTOR should not be put in the position to indemnify CLIENT for any such risks and damage including consequential losses therefrom."	Proposal not accepted.
63.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 19.2 B. Please delete: "and in so far CONTRACTOR is not liable according to clause 19.1 (c)"	Proposal not accepted. Please see the answer on question 60.
64.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - new Clause 19.2 D. Please include sub clause: "loss of, damage to or recovery of any third-party infrastructure within 500m of the WORKSITE including but not limited to oil and gas and telecommunications infrastructure and pollution and consequential losses arising therefrom where such loss, damage or recovery arise from or in connection with the performance of the CONTRACT. This Clause 19.2(d) shall apply notwithstanding Clause 19.1(c)"	Proposal not accepted. Reason: Clause 19.2 (d) has already been deleted and should not be reinstated with amendments.
65.	Annex 6 Section IIIa Conditions of Contract	Proposal accepted.

No.	Question	Answer
	Annex 6 Section IIIa - Clause 19.3. Please replace "the property of the CLIENT" with "the property of the CONTRACTOR"	
66.	Annex 6 Section IIIa Conditions of Contract 19.4 In respect to clause 19.4, please confirm Tenderer's understanding that reference to 'wrecks, debris, sunken or floating equipment or materials' is intended to refer to where pollution may emanate from rather than constituting pollution itself i.e. a wreck in itself does not constitute pollution?	We can confirm. The wrecks, debris, sunken or floating equipment themselves are not considered as pollution.
67.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 19.4. Please delete: "and its representatives including temporary hires"	Proposal not accepted.
68.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 21.1 (b). In line 1 after "use" please insert: "(including, without limitation, loss of use or the cost of use of property, equipment, materials and services including without limitation, those provided by contractors or subcontracts of every tier or by third parties)"	There is no article 21.1 (b). In case article 21 is meant, proposal is not accepted.
69.	Annex 6 Section IIIa Conditions of Contract 30.1 In respect of clause 30.1 of the Conditions of Contract, noting that the total cumulative liability per event is one times the CONTRACT PRICE (Clauses 6.7 and 6.8 of the Agreement), Tenderer would request inclusion of a total aggregate liability of 150% of the CONTRACT PRICE.	Proposal accepted.
70.	Annex 6 Section IIIa Conditions of Contract	Proposal not accepted.

No.	Question	Answer
	Annex 6 Section IIIa - Clause 30.1 a. Please change "per event" to "in total aggregate"	
71.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 30.1 b. Please change "per event" to "in total aggregate"	Proposal not accepted.
72.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 30.1 - 2nd paragraph. Please delete "and to any indemnity given by the CONTRACTOR under the CONTRACT"	Proposal not accepted.
73.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 32.2. Please confirm that the definition provided for third party in this clause is correctly defined.	For the purposes of this Clause 32, "Third Party" shall mean any member of the CONTRACTOR GROUP (other than the CONTRACTOR). Reason: In original LOGIC contract this definition included members of the COMPANY GROUP (other than COMPANY), however in this Contract there is only CLIENT and not CLIENT GROUP.
74.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 34. Can you please include after "wreck or debris" "up to a maximum of 0.5 meter below the seabed at the moment CONTRACTOR leaves the WORK SITE" and please replace "or where such wreck or debris is interfering" with "and where such wreck or debris is interfering"	Not accepted. Already covered in question 4.
75.	Annex 6 Section IIIa Conditions of Contract	The first proposal is not accepted, referring to the detailed conditions in article 12.1 of the Conditions of

No.	Question	Answer
	Annex 6 Section IIIa - Clause 42 a. Please start the sentence with "If due to reasons under CONTRACTOR's control the CONTRACTOR fails to complete..." Please change the LD amount to 0,2% per day.	Contract. The proposal is without prejudice to the operation of this article. The second proposal is also not accepted.
76.	Annex 6 Section IIIa Conditions of Contract 42(b) With reference to clause 42(b) of the Conditions of Contract, Tenderer's financial liability in respect of delay should be limited to liquidated damages. Please confirm that the provisions of clause 42(b) are not intended to give COMPANY the right to claim further damages for delay at law.	Proposal not accepted. Reason: Client will not accept a limitation or restrictions to its rights under the Contract and Dutch Law.
77.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 41.b (ii). Please delete "(ii) the right to be compensated for damages" as the LD's should be CLIENT's sole and exclusive financial remedy for delays.	Proposal not accepted. Reason: Client will not accept a limitation or restrictions to its rights under the Contract and Dutch Law.
78.	Annex 6 Section IIIa Conditions of Contract 42(e) In respect of clause 42(e) of the Conditions of Contract, Tenderer requests a reduction of the CONTRACTOR's aggregate liability for Liquidated Damages to 10% of the CONTRACT PRICE.	Proposal not accepted.
79.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - Clause 42 e. Can you please change the maximum LD's to ten (10%) percent of the CONTRACT PRICE and include as a last sentence:	Proposal not accepted. Also refer to the answers given on question 77 and 78.

No.	Question	Answer
	"Liquidated Damages shall be CLIENT's sole and exclusive financial remedy for delays."	
80.	Annex 6 Section IIIa Conditions of Contract Annex 6 Section IIIa - New clause 45. Can you please include new clause as follows: 45.1 The PARTIES shall ensure that they treat the personal data received from the other PARTY in accordance with the requirements of the General Data Protection Regulation (2016/679/EU) and any other applicable laws and/or regulations. More in particular, each PARTY shall not process, transfer, modify or amend the data received from the other PARTY, nor use it for any other purpose than for the purpose it has been disclosed. Each PARTY shall treat the personal data as confidential, limit access only to those persons who need access to the data, and shall not store or save the personal data any longer than necessary to carry out the purpose for which the data was disclosed to that PARTY. 45.2 To the extent either PARTY processes personal data on behalf of the other PARTY, the PARTIES shall enter into a Data Processing Agreement."	The first proposed amendment (45.1) is accepted, although our expectation is that there will be no personal data processed by CLIENT. CLIENT sees no need to enter into a Data Processing Agreement for this assignment, therefore the second proposed amendment (45.2) is not accepted.
81.	Annex 6 Section IIIa Conditions of Contract Please confirm if there no third party infrastructure within the vicinity of the survey area?	We cannot confirm this. Knowing this is the responsibility of the CONTRACTOR.
82.	Annex 6 Section IIIa Conditions of Contract Tenderer requests the inclusion of a provision which entitles CONTRACTOR to an extension of time in the event of delays beyond the reasonable control of the CONTRACTOR e.g. weather, third party interference etc.	Extension of time in case of weather is described in Annex 6 Section VII (Chapter 8). Suspension is dealt with in Annex 6 Section IIIa (Chapter 13).

No.	Question	Answer
83.	Annex 6 Section I Draft Agreement Annex 6 Section I - item 6.2. We note that the period of suspension is 14 days. Can you please confirm that these 14 days are paid standby days (if the suspension is not caused by CONTRACTOR)?	Please see article 13.4 of the Conditions of Contract to see under which conditions the CONTRACTOR will be paid in the situation that the suspension was not caused by the CONTRACTOR.
84.	Annex 6 Section I Draft Agreement Annex 6 Section I - Item 6.7. Can you please change the liability cap to 75% of the CONTRACT PRICE. This seems reasonable due to the relatively large value of the CONTRACT PRICE.	Proposed amendment is not accepted.
85.	Annex 6 Section I Draft Agreement Annex 6 Section 1 - Item 6.8. Can you change the liability cap to 75% of the CONTRACT PRICE. This seems more reasonable due to the relatively large value of the CONTRACT PRICE.	Proposed amendment is not accepted.
86.	Annex 6 Section IV Renumeration Considering the duration of the fieldworks are anticipated to cover a large proportion of the year, would you consider alternative options (other than the options listed) for sharing the weather risk? Which would most likely result in a more cost efficient mechanism.	The tender allows for three options: weather risk at CLIENT, weather risk at CONTRACTOR and risk sharing. Tenderers are asked to provide prices for each option. Finally, the CLIENT will select the preferred option of the proposal of the winning CONTRACTOR. If risk sharing is preferred, then this can be made attractive by specifying a low vessel day rate.
87.	Annex 6 Section IVa Renumeration Annex 6 Section IVa - Item 3. Please confirm that all VARIATIONS under this contract will be either fully paid if performed in compliance with the contract without a retention mechanism applicable, or will be separately treated with regards to the retention principle meaning	The 20% retention will apply to the CONTRACT PRICE at award. Variations will be paid according to the payment scheme agreed in the Variation Order. The 20% retention will not apply to the Variations.

No.	Question	Answer
	that the retention will separately apply to the VARIATION regardless the phase of the project (even if initiated in the last 20% of the project, the CLIENT still pays the first 80% of the particular VARIATION).	
88.	Annex 6 Section IVb Remuneration Annex 6 Section IVb - Item 3 Payment Milestone. Contractor proposes to introduce a bank guarantee instead of the retention mechanism that requested by the Client. A bankguarantee in principle provides the same guarantee as a retention for the Client, however with the high amounts involved for this project and the long duration before the final milestone payments are reached a bank guarantee would better safeguards the cash flow of the project which is more favourable for both parties.	Not accepted.
89.	Annex 6 Section IVb Remuneration Annex 6 Section IVb - Item 3. Please confirm that all VARIATIONS under this contract will be either fully paid if performed in compliance with the contract without a retention mechanism applicable, or will be separately treated with regards to the retention principle meaning that the retention will separately apply to the VARIATION regardless the phase of the project (even if initiated in the last 20% of the project, the CLIENT still pays the first 80% of the particular VARIATION).	The 20% retention will apply to the CONTRACT PRICE at award. Variations will be paid according to the payment scheme agreed in the Variation Order. The 20% retention will not apply to the Variations.