Memorandum of Information European Tender 'Geophysical Survey at the IJmuiden Ver Wind Farm Sites V and VI (IJ56)' reference 202107123/WOZ2210265

Date of publication: December 3, 2021

In this Memorandum of Information, the Contracting Authority 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.

Please note: Annex 3 and Annex 4 have been revised. Please make sure to use the latest versions when submitting a tender.

Furthermore the adjusted Annexe 6 Section I Draft agreement and annex 6 Section II – a Conditions of Contract have been uploaded.

No.	Location in Tender Documents	Question	Answer
1.	Annex 3	For Annex 3 relating to personnel, equipment and vessels could you please reissue this document with additional space for more people in the tab Annex 3a - Personnel (at least 20 per section)? Moreover in case geotechnical operators / environmental/ecology experts need to be included please consider adding those? Also please include additional spaces for the Team Composition (at least 20 per vessel/team).	Annex 3 is updated to allow for 20 items to be filled. - Geotechnical lead to be included in Annex 3. - Environmental / ecology experts will **not** have to be included in Annex 3.
2.	Annex 4	For Annex 4 Cycle Times and Prices the Survey Scope does not show up in vessels 2 & 3. Could you please reissue the Excel document with this issue corrected	Annex 4 Cycle Times and Prices is updated: Part C contained an error. If the Contractor proposed a multiple vessel solution then it is up to the Contractor to divide the Survey Scope as provided in section I over the proposed vessels. The sum of all the vessels should equal the Survey Scope – additional check provided in section *Field work quantities check*.
3.	Annex 6 - Section IV, 2.3.9	For Annex 6 - Section IV, 2.3.9. It is stated that: The vibrocore equipment shall be designed to achieve a maximum penetration depth of 6 m. Is it acceptable to use a system that can achieve 4m penetration ? Note that system would comply with the minimum 3m recovery	No, this will not be acceptable Aim is to have as much as possible recovery with aim of reaching a penetration depth of 6m. The 3 m is considered as bare minimum and when less than 3 m recovery is achieved the Contractor shall re-do the Vibrocore.
4.	Section 3.9	In Tender Document section 3.9 it is stated that "the Tenderer must possess all environmental permits required in order to fulfil this assignment, including permits and or exemptions for operation of the required equipment within the Investigation Area of IJ56." However at the same time it is stated that	Confirmed. RVO will be responsible for obtaining the exemption for underwater noise and other environmental effects of the survey. The tenderer is responsible for the required inputs based on the specifications provided during the Tender.

No.	Location in Tender Documents	Question	Answer
		"Contractor shall assist with the provision of all required documentation of the proposed equipment as soon as reasonably possible upon request of Contracting Authority." We understand this pertains to the Programma van Maatregelen of the Kaderrichtlijn Mariene Strategie where it is stated that an exemption for the Natuurbeschermingswet (Nb-wet) and/or an exemption on the Flora-en faunawet (Ff-wet) is required. Could you please confirm that these are the environmental permits that are referred to? Could you please confirm that RVO will be in charge of obtaining these permits / exemptions from the Dutch authorities and be responsible for the outcome of the application? Of course we can provide all required inputs as per the sound exposure and method statements that are included as part of the tender.	The Contractor cannot perform works until the exemption is granted. The Client expects that the exemption will be granted before the earliest start date possible as per Tender documents. All the other permits/exemptions that maybe required are the responsibility of the Contractor.
5.	Section 3.2	In Tender Document section 3.2 it is stated that "It is up to the tenderer to propose to engage one or two vessels; It is not allowed to engage more than two vessels." However, in Annex 3b - Equipment 3 vessels are included. Could you please clarify how to interpret this?	Text in the Tender Document Section 3.2 is not correct. This should be re-phrased as; It is up to the tenderer to propose to engage **one, two or three** vessels; It is not allowed to engage more than **three** vessels
6.	Annex 6 Section IV SoW	Referring to Annex 6 Scope of Work section 2.3.9; Field tests are required for the 25 VC, however, for such a small scope we propose to limit the field tests to top-bottom classification and PP & torvane tests and do the remaining tests in the onshore laboratory. Could you please confirm whether this is acceptable?	Contracting Authority cannot accept this request. Contracting Authority is of the opinion that the requirements of the SOW will guarantee the most accurate results.
7.	Annex 6 Section IV SoW	Referring to Annex 6 Section IV Scope of Work section 2.3.7 relating to water sampling, will company provide the 1um filters required for the water sampling eDNA analysis? Our experience from discussions with eDNA laboratories is that each has a slightly different filter and preservation method, which are specific to their operating systems.	No, CLIENT will not provide necessary equipment or materials to perform the water sampling eDNA analysis. To accommodate other possibilities or methods capturing eDNA, but to retain the goal and quality of the eDNA survey, the text in section 2.3.7 is changed to: "*A water sample of at least 1 liter must be filtered through a sterile DNA filter designed to filter particles larger than 1μm in size. The filter and residue must then be fixated against decay for three months or more (applicable for seawater-samples). Depending on the type of filter-system, it would be possibly suitable to use molecular-grade ethanol and freezer (< -15°C) to fixate the sample and cover the sample against the influence of light. Interruption of*

No.	Location in Tender Documents	Question	Answer
			the cold chain during sample transport, storage and handling must be avoided. CONTRACTOR should show effectiveness in DNA-capture and -fixation of seawater-samples when alternative/new methods are proposed.“
8.	Tender Document section 3.2	Referring to Tender Document section 3.2; We have an MMO and Soft Start Procedure with the purpose of looking and listening for marine mammals in the work area. If any marine mammals are observed, then no work will start until the area is clear of marine mammals. When the area is deemed clear of marine mammals a soft start procedure can then take place. The soft start is designed to gently introduce acoustic noise from the vessel, to give any marine mammals time to react before the vessel acoustic producing equipment goes to full power. The procedure makes use of trained Marine Mammals Observers, Passive Acoustic Monitoring System, soft start for SBP and seismic operations where the power output is slowly ramped up. We do not propose to use Acoustic Deterrent Device (ADD) and instead propose to rely on soft starting the SBP or seismic source. Is this acceptable?	RVO expects the Acoustic Deterrent Device will become mandatory as part of the exemption for underwater noise. In the event the ADD will be mandatory in the exemption requirements it will be required for the Contractor to supply and use the ADD. Therefore proposals including provision and planning for use of an ADD shall be required.
9.	Tender Document section 3.2	Referring to Tender Document section 3.2; With regards to the soft start procedure it is stated that we should allow time in the soft start procedure to allow the porpoise mammals to leave the site (speed of 7,5 km/h). Could you please clarify if that is the entire IJ56 site? If the porpoise mammal is spotted at the southern tip of the site swimming northward then the swim could take many hours before it leaves the IJ56 site. If we should wait for the porpoise mammal to leave the IJ56 site how is the Contractor paid for time spent waiting? We are used to working with a much smaller area (e.g. 500m from the survey vessel) where we observe the marine mammals after which the soft start procedure is started.	Contractor shall use a soft start procedure to allow porpoise mammals to leave the site. The duration of the soft start procedure will depend on the distance around the equipment that is considered harmful to porpoise mammals depending on the noise exposure level. This does not require the porpoise mammal to leave the IJ56 GP investigation area. The extra time required to execute the soft start and related costs is to be incorporated by the Tenderer into the prices given in annex 4 based on the expectations below. RVO expects the following requirements related to the use of the ADD and Soft Start: - Combined duration of approximately 20 minutes

No.	Location in Tender Documents	Question	Answer
			- ADD and Soft Start to be performed at first start and when works are stopped for 1,5 h of longer.
10.	Annex 6 Section VII section 3.2	Referring to Annex 6 Section VII section 3.2, we note the existence of 2 pipelines and found the existence of a platform within the Investigation Area. Could you please confirm that the survey would not require us to go into the 500m zone of the platform? And could you please confirm that we would not be required to sample within 500m from the existing pipelines?	Confirmed. The 500m zones of existing platforms do not need to be surveyed. Also it is not needed to sample within 500 m of the pipelines or active cables whenever the Contractor does not feel comfortable performing this.
11.	Annex 6 Section III,	Referring to Annex 6 Section III, we note that a retainer will be in place for all activities related to dissemination of results as per Annex 4 Cycle Times and Prices - 10.3. Could you please clarify how long this retainer will last and when we would be allowed to invoice the amount for this activity?	The retainer will be in place only for the amount provided by Tenderer under 10.3, containing activities related to the PSD and Webinars. The rate provided during the Tender can be invoiced when those activities have been completed.
12.		Tenderer has the following questions with regards to Contract Document IJ56_20211029_RVO_GP_Annex 6 Section I Draft Agreement_F:	
		1. Clause 6.7 should read as follows: As referred to in Clause 30.1(a) of the Conditions of Contract; the liability before the date of completion of the WORK is limited per event to the sum of 50% of the Contract Price.	Clause 6.7 will read as follows **6.7** As referred to in Clause 30.1(a) of the Conditions of Contract; the liability before the date of completion of the WORK is limited per event to the sum **of two times the** CONTRACT PRICE.
		2. Clause 6.8 should read as follows: As referred to in Clause 30.1(b) of the Conditions of Contract; the liability after the date of completion of the WORK is limited per event to the sum of 50% of the Contract Price.	Clause 6.8 will read as follows **6.8** As referred to in Clause 30.1(b) of the Conditions of Contract; the liability after the date of completion of the WORK is limited per event to the sum **of two times** the CONTRACT PRICE.
		3. Tenderer is referring to Clause 6.12: "As referred to in Clause 22.6 of the Conditions of Contract; the penalty for CONTRACTOR for breaching its duty of confidentiality is €50,000 per breach. For the purposes of this Clause, "**Third parties" also refers to parties with an own legal entity, with whom the CONTRACTOR has a group relationship."**	Please note that the reference in Clause 6.12 should be to Clause 22.**5** in the Conditions of Contract. It will be amended accordingly. Furthermore the part "Third parties" also refers to parties with an own legal entity, with whom the CONTRACTOR has a group relationship." will be deleted.

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		Tenderer cannot accept this Clause. Tenderer must have the right to, without prior written consent of the CLIENT, disclose information to affiliates inside its own group.	Staff from different affiliates inside the own group are seen as staff from one company, not as a third party. It is up to the Contractor to ensure that the staff of the affiliates inside its own group complies with the duty of confidentiality.
13.		Tenderer has the following questions with regards to Contract Document IJ56_20211029_RVO_GP_Annex 6_Section II-a Conditions of Contract_F: 1. Clause 3.2c, Tenderer suggest modify to "The CLIENT may change the CLIENT REPRESENTATIVE at any time and shall notify the CONTRACTOR in writing of any change."	Agreed.
		2. Clause 4.10: Tenderer suggest to add the following words to the end of the sentence: "which shall not be unreasonably withheld or delayed."	Clause 4.10 reads: "Where vessel(s) of the CONTRACTOR are specified in the CONTRACT they shall not be replaced without the prior approval of the CLIENT. If a vessel is replaced, the functional specifications and performance of the vessel must at least be equal to or better than those of the original vessel(s) and must meet the criteria agreed by the CLIENT and CONTRACTOR in this regard." Not agreed. It is not clear to the Contracting Authority where the words should be added. If they should be added to the first sentence the Contracting Authority does not agree. There is no clarity about what is meant precisely with "unreasonably withheld or delayed". This phrase could lead to unwanted discussions between Contracting Authority and Contractor.
		3. Clause 8.1c: Tenderer suggest to add the following words to the end of the sentence: "which shall not be unreasonably withheld or delayed."	Clause 8.1c reads: "The CONTRACTOR shall assign neither the CONTRACT nor any part of it nor any benefit or interest in or under it without the prior approval of the CLIENT." Not agreed. The transfer of (parts of) a Contract to a third party can only be approved of in exceptional circumstances.

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		4. Clause 10.2b: Tenderer would like to state that this Clause should be subject to CONTRACTOR availability of vessel and spread.	10.2 (b) reads: If the CLIENT notifies the CONTRACTOR of any defects in the WORK prior to the commencement of or within the Defects Liability Period specified in the CONTRACT, the CONTRACTOR shall, subject to the operational requirements of the CLIENT and the provisions of Clause 10.2(c), carry out all works necessary to correct any defects in the WORK arising from any default of the CONTRACTOR within a time frame instructed by CLIENT. It will be the responsibility of the Contractor to ensure vessel and spread is in good shape and without defects. In case of defects the Contractor is to arrange equal or better replacement. It will not be accepted if in case of defects the Contractor will replace the vessel or spread with replacement of less quality as result of availability.
		5. Clause 11.1: Tenderer suggest to add the following words to the end of the sentence: "which are within the capability and resources of the CONTRACTOR."	Agreed. Clause 11.1 will be amended as follows: The CLIENT has the right to issue instructions to the CONTRACTOR at any time to make any variations to the WORK, *which are within the capability and resources of the CONTRACTOR.*
		6. Clause 12.2 regarding Force Majeure events: Any marine mammal or fishing activities that are outside of CONTRACTORS control shall be included as an Force Majeure event.	There are no restrictions to the WORK when a marine mammal is observed and therefore this does not relate to Force majeure. In the event fishing activities interfere with the works and CONTRACTOR is not able to adjust the WORK to prevent interference, this event will classify as force Majeure.
		7. Clause 12.4 "Save as otherwise expressly provided in the CONTRACT, no payments of whatever nature shall be made in respect of a force majeure occurrence." Tenderer would like to suggest that standby or suspension rate shall be paid during the first seven (7) days of a Force Majeure event.	12.4 reads: “Save as otherwise expressly provided in the CONTRACT, no payments of whatever nature shall be made in respect of a force majeure occurrence.” Contracting Authority is willing to split the costs with Contractor of the first 7 days of a Force Majeure occurrence, therefore 12.4 will be adjusted to: Save as otherwise expressly provided in the CONTRACT, Contractor is allowed to invoice 50% of the standby or suspension rate during the first seven (7) days of a force majeure occurrence.

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		8. Clause 13.1c "to suit the convenience of the CLIENT." Tenderer could only accept this Clause if it does not affect its' subsequent contractual commitments.	Not agreed. Suspension of the work will, in almost all cases, lead to a certain change in the arrangements between Contractor and Contracting Authority. The Client and the Contractor will have to make new agreements in all reasonableness.
		9. Clause 19.1d: Tenderer finds this Clause to be unbalanced and requests deletion.	Proposal not accepted.
		10. Clause 22.1: Tenderer suggests to make this Clause mutual between CLIENT and CONTRACTOR.	Not agreed. This is too restrictive for the Contracting Authority, whereas it wishes to share information with third parties. It is inherent to this contract that Contracting Authority wishes to share data, analyses and other information with other parties, so that the construction and operation of the offshore wind farms can be properly implemented.
		11. Clause 24.4: • If the contract is terminated 30 days or more prior to mobilization – 20% of the mobilization fee is payable. • If the contract is terminated 30 days or less prior to mobilization, during mobilization or after commencement of field works – the full mobilization fee, remuneration for any works performed up to date of termination and 50% of the remaining contract price is payable.	Proposal not accepted
		12. Clause 30.1a "the CONTRACTOR’s total cumulative liability per event to the CLIENT". Tenderer suggests to remove "per event".	Proposal not accepted
		13. Clause 30.1b "After the date of completion of the WORK, the CONTRACTOR’s total cumulative liability to the CLIENT arising out of or related to the performance of the CONTRACT shall be limited per event to the sum specified in Section I or in the absence of such sum three times the CONTRACT PRICE." Tenderer suggests to remove "per event".	Proposal not accepted.
		14. Clause 39.2 "The CONTRACTOR shall be responsible for any damage to or loss of the FIELD DATA" Tenderer suggest to add "incurred by the handling of the CONTRACTOR, any of its affiliates or Subcontractors..."	Not agreed. Contractor shall remain responsible for damage to or loss of the FIELD DATA, regardless of the cause of the damage or the loss.

No.	Location in Tender Documents	Question	Answer
		15. Clause 42e "For the avoidance of doubt, the Liquidated Damages liability shall not exceed fifteen per cent (15%) of the CONTRACT PRICE in aggregate." Tenderer suggest to modify to ten per cent (10%) of the CONTRACT PRICE.	Proposal not accepted.
14.		Tenderer is referring to Tender Document IJ56_20211029_RVO_GP_Tender Document Geophysical Survey_F, section 3.2: Tenderer is wondering if RVO could accept a purpose-designed survey vessel with a length of 34.5 metres and a beam of 8.3 metres. This vessel has a 24/7 capacity.	Proposal cannot be accepted. Adjustment of the tender criteria will cause an unacceptable delay in the planning of the tender. The requirements related to the vessel length may be reconsidered for future Tenders.
15.		Referring to Annex 4 Cycle Times and Prices; could you please clarify what predecessor date item 7j (Issue 1st revision Draft Seabed Sampling Report - including all lab results) is linked to?	This item is linked to: "7a – Offshore Completion Date".
16.		Referring to Annex 6 - Section IV, Scope of Work, Section 1.5. Aims of the geophysical survey, states that a preliminary zonation of the site is required for input into the specification and scope for a geotechnical sampling and testing programme. [Tenderer] can provide a 2D preliminary zonation based on the agreed seismostratigraphic framework, seismic character of the interpreted geological units and ancillary data available. Can RVO confirm if it is of interest to provide such zonation also on a 3D environment in order to better capture any possible horizontal and vertical variability?	Tenderer may propose a 3D zonation in addition to a 2D zonation. Tenderer should describe the perceived added value in such an approach.
17.		Annex 6 Section VI Quality Requirements & Administrative Instructions - Section 8.3 "1. WAITING ON WEATHER will not apply under the following conditions: (h) After the OFFSHORE COMPLETION DATE as defined in the SCHEDULE OF KEY DATES." Please change this date to the Key Date for "Offshore Completion Date including Waiting on Weather" as per the ultimate date set by Client as defined in the Annex 4 Cycle Times and Prices.	Confirmed. Annex 6 Section VI Quality Requirements & Administrative Instructions - Section 8.3 item 1(h) is to be linked to 7a of Annex 4, which reads: "Offshore Completion Date (including Waiting on Weather).

No.	Location in Tender Documents	Question	Answer
18.		Referring to Annex 6 - Section IV, Scope of work, Section 2.3.6 Ecological Sampling- box corer. "The samples shall be distributed to adequately sample the anticipated distribution of seabed sediments and seabed morphology indicated by the geological desk study" Can you confirm that the ecological sampling/ seabed sampling can be undertaken as soon as UXO ALARP is confirmed.	Yes, confirmed.
19.		Referring to Annex 6 - Section IV - scope of work, 2.2.4 UXO assessment and measures CONTRACTOR shall carry out an independent UXO risk assessment for the proposed seabed sampling and vibrocore locations (that will be located on the magnetometer lines or crosslines) and undertake any required additional measures in order to reduce the risk to as low as reasonably practical (ALARP). [Tenderer] offers an, inhouse uxo risk mitigation solution, including ALARP certification. Can you confirm that [Tenderer] can undertake UXO risk mitigation to ALARP inhouse without the involvement of an external/ independent consultant?	Confirmed, but subject to RVO approval of the UXO sign off process.
20.		Annex 6 Section III Remuneration 4.1, table rows 9.1 and 9.3 as part of the Waiting on Weather. The unit column has a faulty reference "Fout! Bladwijzer niet gedefinieerd"	Column units are to be: rate / day (same as 9.2).
21.		Annex 6 Section IV Scope of Work 2.6.1 "The CONTRACTOR may be requested by the CLIENT to provide Data Quality Reports ("DQR") when appropriate. The DQR will not have to be provided on a daily basis but the CONTRACTOR must be prepared to compile and provide these reports under the supervision of the CLIENT offshore representative. Content of standardised elements of DQRs is to be established at the TKOM." Please clarify what is meant by "when appropriate" to establish common understanding of	Contracting Authority expects the bi-weekly provision of a Data Quality Report. During the start-up of the Works the frequency can be higher in order to enable Contracting Authority to verify the data collection. In the event quality is questioned by the Contracting Authority a more frequent DQR can be requested.

No.	Location in Tender Documents	Question	Answer
		when these type of reports are required. Please clarify the expected and maximum frequency of such reports since we need to safeguard progress and production offshore.	
22.		Annex 6 Section IV Scope of Work 2.6.1 Upon request from the Client the Contractor shall provide a portion of raw or processed data by email or web transfer for the purpose of monitoring Quality Control. The CONTRACTOR shall provide the CLIENT such data within 24 hours of the request. Please note that data transfer capabilities from vessel to shore is limited. Please clarify the expected frequency and extent of such checks since we need to safeguard progress and production offshore	Data extracts and subsets of survey lines from any component of the survey may be required to validate offshore performance. Complete datasets will not be requested. Frequency is subject to offshore performance and generally expected to be higher at the start of the survey and lower towards the end.
23.		Annex 6 Section IV Scope of Work 2.3.5 Interference in the SSS data from other equipment (e.g. seismic or magnetometer altimeter) should be minimised and should not impact on the SSS data quality and interpretability." Please note that interference of seismic data is expected and will have an impact on data quality but should not inhibit interpretation. Please confirm shared understanding.	Minimised interference is required. Impact on the interpretability of the SSS dataset may be a cause for data rejection if there is avoidable interference.
24.		Annex 6 Section III Remuneration 5.3.2 "The mala will be payable to the Contracting Authority, without prejudice to all other rights and claims, including: • the right to demand that the Work be performed as agreed; • the right to damages. All amounts of such mala for which the Contractor may become liable are agreed as a genuine pre-estimate of the losses which may be sustained by the Contracting Authority in the event that the Contractor fails in its respective obligations under the CONTRACT. Such mala shall be the sole and exclusive financial remedy of the Contracting Authority in respect of such failure." Please delete: "the right to damages". Also, this seems to be contracting "Such mala shall be the sole and exclusive financial remedy of the Contracting Authority in respect of such failure." Note that a contract that exposes CONTRACTOR to higher risk will result in a higher tender price.	Proposal not accepted. However Contracting Authority will delete the phrase "Such mala shall be the sole and exclusive financial remedy of the Contracting Authority in respect of such failure," due to the contradiction.

No.	Location in Tender Documents	Question	Answer
25.		Annex 6 Section IV Scope of Work - Lost equipment Section 2.3.1.1 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 or equipment lost below the seabed to be removed to the depth of 0.5m.	Lost equipment must 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.
26.		Annex 6 Section III Remuneration 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).	Confirmed Variation orders will be fully paid if agreed and performed in compliance with the Contract. There will be no retainer on the VO.
27.		Annex 6 Section IV Scope of Work 2.3.4 High Resolution Bathymetric survey "The bathymetry data forms a baseline for the anticipated morphodynamic study. To support this work, repeat occupation of up to two suitable line segments with a maximum total line length of 20 km is required, at the beginning and end of the geophysical survey period and up to two additional passes, one to be saved for acquisition immediately following any significant storm event." Please confirm how many survey line kilometres this will comprise in total.	The repeat line(s) will be on a portion(s) of the survey layout, with one occupation as part of normal survey work and up to an additional 60km of MBES data only to be acquired, processed and presented.
28.		Referring to Annex 6 - Section IV, Scope of work, Section 2.3.9 Vibrocore Sampling 'Sample locations shall be mutually agreed between CONTRACTOR and CLIENT informed by pre-existing and newly acquired geophysical results' Can you confirm what newly acquired geophysical results are	Selection of VC locations will be based on a complete suite of GP data, but may be selected on a subset of survey data acquired and processed early in the acquisition series.

No.	Location in Tender Documents	Question	Answer
		required, before VC locations can be confirmed and sampling can take place, beyond UXO ALARP.	
29.		Referirng to Annex 6 - Section IV - scope of work 2.3.9 - Vibrocore Sampling, due to the small scope of work and to remove the requirement to mobililse a laboratory and laboratory personnel we intend to limit field testing of vibrocores to index strength tests (Torvane and pocket penetrometer) only. Moisture content and bulk density tests will be completed in our onshore laboratory. The core liners will be cut into one metre sections, described, capped, sealed, labelled and stored upright to preserve the quality of the sample.	Same as question 6. RVO cannot accept this request. RVO is of the opinion the requirements of the SOW will guarantee the most accurate results.
30.		Referring to Annex 6 - Section IV - scope of work 2.3.9 - Vibrocore Sampling, Laboratory testing - Can we include a line item in document 'IJ56_20211029_RVO_GP_Annex 4_Cycle-Times-and-Prices_F.xls' in Section 7 - lab testing, called 'Geotechnical Core Logging' to cover the splitting, description and sub-sampling of vibrocore samples in the laboratory. There is a cost per metre for this which will be remeasured against final core recovery.	The requested line item will not be included. All Geotechnical core logging and descriptions of vibro core shall be part of the seabed sampling report (item 8.4 of Annex 4) based on a total of 25 Vibrocores. Costs for these operations can be included in this item as part of the lump sum price. The seabed sampling report shall include all vibro core logs and sample logs (as per Scope of Work, Annex 6 – Section IV). An example for the minimum required geotechnical logs of the Vibrocore can be found on the RVO offshore wind website with link below: Offshorewind.rvo.nl: Report - Seafloor Sample Locations HKW
31.		Annex 6 Section I - Draft Agreement - 6.2 The period of suspension is 14 days. Please confirm that these 14 days are paid as 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.
32.		Annex 6 Section I - Draft Agreement - 6.7 At the end of the 2nd line, please include a liability cap of 100% of the CONTRACT PRICE.	Not agreed. Please see the answer to question 12.1 in this Memorandum of Information.

No.	Location in Tender Documents	Question	Answer
33.		Annex 6 Section I - Draft Agreement - 6.8 At the end of the 2nd line, please include a liability cap of 100% of the CONTRACT PRICE.	Not agreed. Please see the answer to question 12.2 in this Memorandum of Information.
34.		Annex 6 Section I - Draft Agreement - 6.9 Please include a new Clause 6.9 as follows: "Subject to the provisions of Clause 30.1 of the Conditions of Contract, CONTRACTOR's total aggregate liability under this CONTRACT shall not exceed 150% of the CONTRACT PRICE."	Not agreed. Please see the answers to questions 12.1 and 12.2 in this Memorandum of Information.
35.		Annex 6 Section IIa - Conditions of Contract - 4.4 In the 3rd line, 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. Contracting Authority 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.
36.		Annex 6 Section IIa - Conditions of Contract - 4.6 Please include at the end: "CONTRACTOR shall not be responsible for delays incurred due to providing such reasonable access."	Clause 4.6 will read: 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.
37.		Annex 6 Section IIa - Conditions of Contract - 4.8 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, clause 4.8 will be amended accordingly.

No.	Location in Tender Documents	Question	Answer
38.		Annex 6 Section IIa - Conditions of Contract - 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 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."	The Contracting Authority accepts this proposal with one addition: “However, selection of geotechnical equipment shall be based on information received from the CONTRACTING AUTHORITY and the CONTRACTOR accepts no liability in respect of seabed conditions differing from those 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. Such a VARIATION will only be accepted if the CONTRACTOR proves that the TECHNICAL INFORMATION provided upfront is significantly different from the actual seabed conditions and that the selected geotechnical equipment was suitable for the conditions, including some contingency, described in the information provided by the CONTRACTING AUTHORITY.”
39.		Annex 6 Section IIa - Conditions of Contract - 10.2 (b) Please add at the end of subclause: “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. Reason: Contractor should remain liable for defects in the work also after departure from the offshore worksite to commence demobilisation.
40.		Annex 6 Section IIa - Conditions of Contract - 11.1 In the 2nd paragraph delete lines 7 - 9 as follows: "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.
41.		Annex 6 Section IIa - Conditions of Contract - 11.1 11.1 4th paragraph: This does not seem to be balanced with regards to the provisions in the 2nd paragraph of this Clause	First proposal is not accepted. The Contracting Authority wants to keep the possibility open that new information will also lead to less work.

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		especially regarding the "new information". Please change as follows: delete "any new information that is brought to the notice of the CLIENT or" in the 1st line and include after "less demanding or extensive" in the 4th line: "and the impact on the WORK is bigger than 10% of the original scope of WORK".	Second proposal is also not accepted. The Contracting Authority does not see the need for paying for WORK that no longer has to be performed.
42.		Annex 6 Section IIa - Conditions of Contract - 18.2 CONTRACTOR assumes that the offshore part of the WORK will be outside the 500 meter zone of any (permanent) structure within or near the WORKSITE. In the event that part of the WORK offshore will be within the 500 meter zone of any (permanent) structure then CONTRACTOR assumes that CLIENT will arrange for all consents, permits and/or authorisations.	No survey works will be required within the 500 m platform. This does not relate to the cables and pipelines within the Investigation area, those MUST be included in the survey. As far as seabed sampling is concerned there is no need to sample within 500 m of any (permanent) structure (including cables and pipelines) if the Contractor does not feel comfortable. CONTRACTOR has to arrange all consents, permits and/or other authorizations required.
43.		Annex 6 Section IIa - Conditions of Contract - 19.1 (c) In the 3rd line please delete: ", CLIENT REPRESENTATIVE or other temporary hires of CLIENT". This 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 Contracting Authority wishes to be held liable.
44.		Annex 6 Section IIa - Conditions of Contract - 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.
45.		Annex 6 Section IIa - Conditions of Contract - 19.2 (b) In the 4th and 5th line delete: "and in so far CONTRACTOR is not liable according to clause 19.1 (c)"	Proposal not accepted.

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46.		Annex 6 Section IIa - Conditions of Contract - 19.2 (d) (new) Please include new subparagraph 19.1(d) as follows: "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.
47.		Annex 6 Section IIa - Conditions of Contract - 19.3 In the 4th line please replace "the property of the CLIENT" with "the property of the CONTRACTOR"	Proposal accepted.
48.		Annex 6 Section IIa - Conditions of Contract - 19.4 In the 2nd and 3rd line please delete: "and its representatives including temporary hires"	Proposal not accepted.
49.		Annex 6 Section IIa - Conditions of Contract - 30.1 (a) In the 4th line, delete "per event" and replace with "in total aggregate"	Proposal not accepted
50.		Annex 6 Section IIa - Conditions of Contract - 30.1 (b) In the 4th line, delete "per event" and replace with: "in total aggregate"	Proposal not accepted
51.		Annex 6 Section IIa - Conditions of Contract - 30.1 (c) Include new subpararaph 30.1 (c) as follows: "CONTRACTOR's total aggregate liability under this CONTRACT shall not exceed 150% of the CONTRACT PRICE."	Not agreed. Please see the answers to questions 12.1 and 12.2.
52.		Annex 6 Section IIa - Conditions of Contract - 30.1 In the 2nd paragraph, 4th and 5th line, please delete "or to	Proposal not accepted

No.	Location in Tender Documents	Question	Answer
		any indemnity given by the CONTRACTOR under the CONTRACT"	
53.		Annex 6 Section IIa - Conditions of Contract - 34 In the 2nd line after "wreck or debris" insert: "up to a maximum of 0.5 meter below the seabed at the moment CONTRACTOR leaves the WORK SITE" In the 5th line please replace "or where such wreck or debris is interfering" with "and where such wreck or debris is interfering"	First proposal: agreed. Second proposal: not agreed.
54.		Annex 6 Section IIa - Conditions of Contract - 42 (a) Please start the sentence with "If due to reasons under CONTRACTOR's control the CONTRACTOR fails to complete…". In the 5th line, please change the LD amount to 0,2%.	Proposal not accepted.
55.		Annex 6 Section IIa - Conditions of Contract - 42 (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. Contracting Authority will not accept a limitation or restrictions to its rights under the Contract and Dutch Law.
56.		Annex 6 Section IIa - Conditions of Contract - 42 (e) Please change the maximum LD's to ten (10%) percent of the CONTRACT PRICE and please include as a last sentence: "Liquidated Damages shall be CLIENT's sole and exclusive financial remedy for delays."	Proposal not accepted.
57.		Annex 6 Section IIa - Conditions of Contract - 45 (new) 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	The first proposed amendment (45.1) is accepted, although our expectation is that there will be no personal data processed by Contracting Authority. Contracting Authority sees no need to enter into a Data Processing Agreement for this assignment, therefore the second proposed amendment (45.2) is not accepted.

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		(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.	
58.		Annex 6 Section III - Remuneration - 3 CONTRACTOR proposes to introduce a bank guarantee instead of the retention mechanism that is requested by the CLIENT. A bank guarantee in principle provides for the same guarantee as a retention does for the CLIENT, however with a bank guarantee CONTRACTOR's cash position will be better safeguarded.	A bank guarantee will not be accepted.
59.		Annex 6 Section III - Remuneration - 3 Please confirm that all VARIATIONS under the CONTRACT will be either fully paid if performed in compliance with the CONTRACT without a retention mechanism applicable, or will be seperately treated with regards to the retention priciple meaning that the retention will seperately 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).	See answer to question 26. Confirmed. Variation orders will be fully paid if agreed and performed in compliance with the agreement / contract. There will be no retainer on the VO.
60.		Refering to Annex 6 - Section IV - scope of work - 2.3.13 - 3DUHR. Is the penetration requirement for 3D UHRS down to 100 below seabed as indicated in the required specification for 3D (Nominal penetration: ≥100 m). Or is a 3D penetration of up	The penetration requirement for 3D UHRS is to 100 below seabed as indicated in the required specification for 3D (Nominal penetration: ≥100 m). This is to enable possible contribution of data from below the 60m level to the region of interest within the migration operation.

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		to 60 m as indicated by the resolution statement for 3D (Resolution from 40 m below sea bed to >60 m below sea bed) acceptable?	
61.		Clarifications – Legal 6.1 – please delete "and all other matters which could affect progress or performance of the WORK.	Not agreed. The Contracting Authority considers this to be part of the work of the Contractor.
		8.1 c) – please add "which should not be unreasonably withheld"	Not agreed. Please see the answer to question 13.3.
		12.2 please add (g) any new laws and regulations preventing the Parties from performing their obligations	Not agreed. When according to both the Contracting Authority and Contractor an absolutely unworkable situation arises due to regulations (e.g. COVID) and laws, the Contracting Authority and the Contractor will have to come to a reasonable solution in consultation.
		12.6 Add before the second sentence "CLIENT shall pay an agreed standby rate for the first 7 days of force majeure and up to demobilisation from the site."	Please refer to question 13.7 Contracting Authority is willing to split the costs with Contractor of the first 7 days of a Force Majeure occurrence, therefore 12.4 will be adjusted to: Save as otherwise expressly provided in the CONTRACT, Contractor is allowed to invoice 50% of the standby or suspension rate during the first seven (7) days of a force majeure occurrence.
		14.7 please delete "unless the latter's work reveals that the invoices in question are not accurate or complete, in which case the CONTRACTOR will be liable for the cost of the inspection."	Not agreed. The Contracting Authority thinks it is reasonable that Contractor will pay the cost of the inspection, when it is revealed that the invoices from Contractor are not accurate or complete.
		19.1 d) please delete "relating to or in connection with"	Not agreed. Damage that is causally related to an event for which the Contractor is responsible must be compensated by the Contractor.
		19.3 in the second line swap CONTRACTOR and CLIENT as CONTRACTOR cannot be liable for pollution emanating from the property of the CLIENT. CONTRACTOR's liability for pollution from its property is addressed in 19.4.	Agreed. Please see the answer to question 47.

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		20.1 states the requirement to add the CLIENT and its representatives including temporary hires, co-venturers and its and their respective AFFILIATES as additional assureds. This can be done but only specific named parties can be added. Please confirm the client will provide company names of all those parties to be added to the policies.	Yes, confirmed.
		30.1 a) in the third line delete "per event", in the last line delete "or in absence of such sum, three times the CONTRACT PRICE."	Not agreed. Please see the answers to questions 12.1 and 12.2.
		30.1 b) in the third line delete "per event", in the last line delete "or in absence of such sum, three times the CONTRACT PRICE."	Not agreed. Please see the answers to questions 12.1 and 12.2.
		42. a) and e) please change 0.5% to 0.1% capped at 5% of the CONTRACT PRICE.	Not agreed. Please refer to question 54.
		42 b) please delete and replace with "The Liquidated Damages shall be the sole remedy for the failure to perform on time"	Not agreed. Please refer to question 55.
62.	Annex IV section XX 2.3.12, 13	Positioning data are specified in standard SEGY header byte locations. In order to facilitate loading of seismic data and horizons into seismic workstations and other systems a P1/90 navigation file is an alternative means of delivery of positioning data. Is supply of positioning information for seismic data as a separate P1/90 file acceptable ?	The specification of positioning information in standard SEGY header locations is required, however the provision of an additional, comprehensive P1/90 navigation file is an acceptable addition and will represent added value. There should be no conflict between header and P1/90 information.
63.	Annex 4	1. It is stated that each vessel should have a MBES, is this also applicable for seabed sampling 2. Under line item 4a (start date for vessel 2) we cannot change the start date to a custom date (anticipated to be around the completion date of vessel 1 operations); 3. Line item 2.4. There are different day rates for the 2D UHRS and 3D UHRS spread. Could you split out this line item to 2.4.1 Extra Port Call Upon Client Request (2D UHRS) and 2.4.2 Extra Port Call Upon Client Request (3D UHRS); 4. Line item 9.1. There are different day rates for the 2D UHRS and 3D UHRS spread. Could you split out this line item to 9.1.1 Waiting on Weather (2D UHRS) and Waiting on Weather (3D UHRS). This one is linked with	1. In the event the vessel is conducting seabed sampling only the MBES will not be applicable. The seabed sampling can commence when the UXO risk sign-off is completed, based on the acquired survey data including MBES. Annex 4 is updated to allow to select only the sampling for as vessel scope without MBES 2. Start dates under 3a, 4a and 5a are updated to allow filling in dates. Item 3a is updated to allow Contractor to propose to start with vessel B or C prior to mobilize vessel A (with 3d UHRS spread) 3. Reference is made to note 0.II. The Contractor is free to propose the same vessel multiple times with different rates

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		line item 3m. So some sort of split between 2D and 3D UHRS should be made there as well.	for different equipment set-ups. E.g. Vessel A can be same as vessel B, when vessel A is assigned to the 3D scope and vessel B to the 2D scope. This would allow to implement different rates for port calls and weather downtime. 4. Please see item 3 No new lines will be included for separate pricing of 2D and 3D UHRS. Different price rates can be implemented as described under item 3.
64.	Section 7.3.17 of the Tender Document	Could you provide more information on how to fill in the ESPD when submitting a tender as one main contractor that relies on two other entities/companies as subcontractors? Based on the instructions in section 7.3.17 (page 32) of the Tender Document, the last three paragraphs apply to such a structure. The doubt is that when it notes that "the subcontractor(s) in question must also complete and legally sign **Part II C** of the 'European Single Procurement Document." Should the subcontractor also complete Part II A and B, Part IV and Part V (it is referred in Part II C)?	Please note that the text of the ESPD takes precedence over the text of the Tender Document. In case Tenderer relies on the capacity of subcontractor(s) in order to demonstrate compliance with the applicable Suitability Requirements, then the Tenderer should reply 'yes' to the question under Part II C of the ESPD. The subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts IIA, IIB, III (and if relevant part IV and V) and legally sign it. For the sake of completeness: If a Tender is submitted by a consortium, then every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', If a Tender is submitted by a principal contractor that does not rely upon the capacity of a subcontractor to meet the Suitability Requirements, but does rely on a subcontractor to fulfil part of the contract, then the principal contractor is required to fill in Part II D of the 'European Single Procurement Document'.