

Memorandum of Information Tender Document 'Geophysical Survey Nederwiek Wind Farm Zone, Seabed Survey and 2D-UHRS Campaign' reference 202205129 /WOZ2220040

Date of publication: September 8, 2022

In this Memorandum of Information, the Tendering 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.

Together with this Memorandum of Information corrected versions of Annexes 3 and 4 will be published.

When submitting a tender please use the following updated versions of the Annexes. The previous versions have become defunct ("vervallen" in Dutch).

- Annex 3: NW_SS_&_2D-UHRS_20220902_RVO_GP_Annex 3_Qual_KPM_TeamComp_Vessel_F02
- Annex 4: NW_SS_&_2D-UHRS_20220907_RVO_GP_Annex 4_Cycle_Times_and_Prices_Rates_F_02
- Annex 6: NW_SS & 2D-UHRS_20220908_RVO_GP_Annex 6_Section IIa_CoC_DV01 Def_V2
- Annex 6: NW_SS 2D-UHRS_20220908_RVO_GP_Annex 6_Section IIb_CoC - Compare LOGIC_DV01 Def_V2

No.	Subject	Question	Answer
1.		We cannot find the SOW for the 2D-UHRS tender in the provided document (the one provided seems to be for the 3D-UHRS tender: NW_3D-UHRS_20220812_RVO_GP_Annex 6_Section IV_Scope of Work_D_F" Could you please indicate where we can find the Scope of Work for the Seabed Survey and 2D-UHRS Campaign?	You can now find the correct SOW in the documents, under the name: NW_SS & 2D-UHRS_20220812_RVO_GP_Annex 6_Section IV_Scope of Work_F.pdf. Sorry for the inconvenience, the correct documents for the 2D survey are uploaded and the documents for the 3D tenders will be deleted in this tender.
2.		It appears that the yellow fields in file NW_SS_&_2D-UHRS_20220812_RVO_GP_Annex 3_Qual_KPM_TeamComp_Vessel_F, tab 3a, cannot be edited. Could you send a new, unlocked version?	The error is corrected. A new version of Annex 3 is available on TenderNed that allows tenderers to edit the correct cells.
3.		It appears that when selecting the sensors under line 18 in the document NW_SS_&_2D-UHRS_20220812_RVO_GP_Annex 4_Cycle_Times_and_Prices_Rates_F, it is not possible to select MBES. Because the cells are locked, it is not possible to	The error is corrected. A new version of Annex 4 is available on TenderNed. Once a sensor is selected the MBES check box will automatically be selected, as this is a minimal requirement.

No.	Subject	Question	Answer
		change this. Would you be able to send a revised version that makes it possible to select MBES?	
4.	Annex 6 Section IIa Conditions of Contract	We are referring to Clause 10.2 (b) of the Annex 6 Section IIa Conditions of Contract. We cannot accept the current wording of this Clause and would like to propose to change the wording as follows: "The CONTRACTOR's liability to reacquire data or samples shall cease immediately upon the relevant vessel's departure from the offshore WORKSITE. Following departure from the offshore WORKSITE, the CONTRACTOR's liability to rectify defects will be limited to the re-analysis of data and re-issuing of reports, except if the defect is of such extent that it renders the WORK substantially unusable for the COMPANY or if the data or samples are lost due to the CONTRACTOR's negligence. In the event that the WORK is substantially unusable the PARTIES will agree a suitable way forward to remedy the defect or otherwise address the issue, and the CONTRACTOR shall at its option, either remedy the DEFECT by remobilising the VESSEL at its own cost, or refund to COMPANY that portion of the cost to CONTRACTOR for acquiring the WORK that is defective."	Proposal not accepted. The reason for not accepting is that the vessel leaving the site does not mean that the offshore completion is accepted by CLIENT. The text will be amended to: "The CONTRACTOR's liability to reacquire data or samples shall cease immediately upon the relevant vessel's Offshore completion certificate has been signed by the Client or Client Representative. Following signing of the offshore completion certificate, the CONTRACTOR's liability to rectify defects will be limited to the re-analysis of data and re-issuing of reports, except if the defect is of such extent that it renders the WORK substantially unusable for the CLIENT or if the data or samples are lost due to the CONTRACTOR's negligence. In the event that the WORK is substantially unusable the PARTIES will agree a suitable way forward to remedy the defect or otherwise address the issue, and the CONTRACTOR shall at its option, either remedy the DEFECT by remobilising the VESSEL at its own cost, or refund to CLIENT that portion of the cost to CLIENT which was paid to CONTRACTOR for acquiring the WORK that is defective."
5.	Annex 6 Section I Draft CONTRACT	We are referring to Clause 3.4 in the Draft CONTRACT. We propose to change the wording "For clarity, the CONTRACTOR is eligible for payment of fuel cost which, at the time of actual bunkering for the WORKS, exceeds [A]	Proposal not accepted.

No.	Subject	Question	Answer
		plus 20% during the offshore WORKS period as in Annex [4]" to "For clarity, the CONTRACTOR is eligible for payment of fuel cost which, at the time of actual bunkering for the WORKS, exceeds [A] plus five percent (5%) during the offshore WORKS period as in Annex [4]" Is RVO in a position to discuss the percentage?	
6.	Annex 6 Section I Draft CONTRACT	We are referring to the Draft CONTRACT, Clause 6.5 (Insurances). The insured amounts are not filled in. Could you please provide the insurance limits?	Article 6.5 of the Contract has to be filled in by Contractor prior to the definitive award of Contract. Tenderers have to make sure that they are adequately insured on the subjects given in the Draft Contract. This consideration has to be made by the Tenderer itself. The amounts for the insurance depend on the offered services and the ships that are going to be used. However the CLIENT will assess this during the standstill period.
7.	Annex 6 Section I Draft CONTRACT	We are referring to the Draft CONTRACT, Clause 6.1 (Defects Liability Period). Are you in a position to change the Defects Liability Period from two (2) years to one (1) year?	Proposal not accepted.
8.	Annex 6 Section IIa Conditions of Contract	We are referring to Clause 22.4 of Annex 6 Section IIa Conditions of Contract. Clause 22.4 to be deleted – we cannot seek consent for each disclosure made within our group of companies or with any subcontractors working with the project.	Proposal not accepted.
9.	Annex 6 Section IIa Conditions of Contract	We are referring to Clause 22.1 of Annex 6 Section IIa Conditions of Contract (last paragraph). Please reword "The CONTRACTOR and its SUBCONTRACTORS will each impose the same duty of confidentiality on its personnel and guarantees that they will fulfill it." to "The CONTRACTOR and its SUBCONTRACTORS will each impose the	Proposal not accepted.

No.	Subject	Question	Answer
		comparable duty of confidentiality on its personnel and guarantees that they will fulfill it."	
10.	Annex 6 Section IIa Conditions of Contract	We are referring to Clause 24.4 of Annex 6 Section IIa Conditions of Contract. In case of termination for convenience a termination fee is applicable. A termination fee should be agreed in SECTION IV of the Contract.	The clause should read Section III (Remuneration) of the Contract. This has been corrected in the Annexes IIa and b, which are published together with this Memorandum of Information. The further content of clause 24.4 Conditions of Contract remains the same. The compensation is determined by clause 24.4 Conditions of Contract in combination with Section III of the Contract.
11.	Annex 6 Section IIa Conditions of Contract	We are referring to Clause 11.1 of Annex 6 Section IIa Conditions of Contract. The amount of variation work should be capped, or at least be subject to CONTRACTOR'S availability to perform the work.	The following clause is added to annex II- Conditions of Contract. Clause 11,4 -f Where VARIATIONS cumulatively exceed 25% of the volume and/or duration of the original scope of WORK contained in the CONTRACT, CONTRACTOR shall be entitled to decline to carry out variations not yet agreed exceeding the 25% of the volume and/or duration of the original scope of WORK contained in the CONTRACT in case of conflict with CONTRACTOR`s other contractual commitments. The price cannot exceed more than 10% from the original CONTRACT price.
12.	Annex 6 Section IIa Conditions of Contract	We are referring to Clause 19.3 of Annex 6 Section IIa Conditions of Contract. The way the clause is written is that CONTRACTOR is responsible for pollution on RVO's property. IS RVO in a position to the keep the original wording as defined in the LOGIC contract?	Proposal not accepted.
13.	Annex 6 Section IIa Conditions of Contract	We are referring to Clause 30.1 (a) and (b) of Annex 6 Section IIa Conditions of Contract (Limitations of Liability). Would RVO be in a position to accept a 100% limit of liability?	The following clauses will be added to the Contract (Section I): 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 100% of the CONTRACT PRICE. 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 100% of the CONTRACT PRICE. The total aggregate liability is 125% of the CONTRACT PRICE
14.	Annex 6 Section IIa	We are referring to Clause 12 of Annex 6 Section IIa Conditions of Contract (Force	Proposal not accepted.

No.	Subject	Question	Answer
	Conditions of Contract	Majeure). Force Majeure is limited to specific events only. We think these should not be capped to only those listed. During the first seven (7) days of a Force Majeure event, the CONTRACTOR is not eligible for payment. We do not accept this and suggest that during an FM event, the standby day rate will be applicable.	
15.	Annex 6 Section IIa Conditions of Contract	We are referring to Clause 42 of Annex 6 Section IIa Conditions of Contract (Liquidated Damages). This clause defines a total cap of liquidated damages as 10%. In document NW_SS_&_2D-UHRS_20220812_RVO_GP_Annex 6_Section_III_Remuneration_F, section 5.3 the total cap of liquidated damages is defined as 15%. Could you confirm that the total amount of LD's will be 10% as in the CoC?	Proposal accepted. Condition of contracts IIb and Section III are revised and are now in line. The cap on Liquidated Damages is 10% of the CONTRACT PRICE. The changes in Remuneration will be incorporated within the final contract.
16.	Annex 6 Section IIa Conditions of Contract	We are referring to Clause 14.3 of Annex 6 Section IIa Conditions of Contract. No payment terms are mentioned in this Clause. Would you be able to agree with a 30 days payment term?	Yes. Please see clause 14.6.
17.	Annex 6 Section IIa Conditions of Contract	We are referring Clause 1.20 of Annex 6 Section IIa Conditions of Contract, Clause 1.20. Could you explain what "Temporary Delegation of Authority" includes?	Temporary delegation of authority refers to the Client Offshore Representative(s) on board of the survey vessel. To provide an indication of the delegation of authority: within CLIENT projects the Client Offshore Representative has the authority to make a number of decisions on the vessel (e.g., determine infill, accept/reject live data, signing of DPR etc.). However, the Client Offshore Representative also needs to relay certain decision moments with RVO's onshore quality experts' team, e.g. (but not limited to) acceptance of mobilization. The final delegation of responsibility between Client Offshore Representative and RVO's onshore team shall be discussed between RVO and contracted Client Offshore Representative(s).

No.	Subject	Question	Answer
			Client/RVO shall discuss the delegation of authority with the CONTRACTOR during the (technical) kick-off meeting.
18.	Annex 6 Section IIa Conditions of Contract	We are referring Section 1. The definitions of "INTELLECTUAL PROPERTY" and "KNOW HOW" in the LOGIC contract have been deleted in the final Conditions of Contract. Could you explain why these have not been transferred to the Conditions of Contract?	Clause 17 Conditions of Contract (Patents and other Proprietary Rights) has already been sufficiently written out and does not require further explanation/explanation of terms.
19.	Annex 6 Scope of work	Annex 6 specifies that residual magnetic anomaly data must not be interpolated between adjacent lines and residual magnetic anomaly data must under no circumstances be gridded. In case of use of a transverse gradiometer is RVO anticipating that the residual magnetic anomaly data derived from the two magnetometers to be gridded?	No gridded and interpolated data is requested between adjacent lines, when a transverse gradiometer is deployed.
20.	Annex 6 Scope of Work	Annex 6 specifies that the SSS survey should be carried out using simultaneous multiple channel, multiple frequency side scan sonar with at least two frequencies of ≥ 300 kHz and ≥ 600 kHz. The operational low and high frequency range of the intended survey equipment is marginally lower (e.g. high frequency around 528 kHz and 580 kHz) than the frequency stated by RVO. Can RVO confirm that this is acceptable?	Yes, it is confirmed that this is acceptable. The 300 khz and 600 khz are used in the (open) market space to communicate the range of frequencies approximated to the 300/600 khz bandwidth.
21.	Annex 6 Scope of work	Annex 6 specify that water column data shall be recorded when surveying over wrecks or similar seafloor hazards. Can RVO specify other hazards which might require water column data?	Client has decided that the recording of water column data above wrecks or similar seafloor hazards is not necessary. The text from SoW Annex 6 can be considered as no longer applicable: "Water column data shall be recorded when surveying over wrecks or similar seafloor hazards to allow a precise detection of vertical objects protruding the seafloor." Deliverable a28 is also no longer applicable.

[illegible]

No.	Subject	Question	Answer
		should be coming from CONTRACTOR only.	
26.	Annex 6 Section III Remuneration	5.4 Please provide clarity on the whether or not monthly invoicing is allowed for services performed in the particular month.	Yes, monthly invoicing is allowed. RVO will only accept invoices for deliverables (reports) when final deliverables (reports) have been accepted.
27.	Annex 6 Section III Remuneration	5.3.2 Please remove in 3rd paragraph "the right to damages" as the LD's are the sole 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.
28.	Annex 6 Section III Remuneration	5.3.2 Please change the maximum amount for LD's to 10% of the CONTRACT PRICE per applicable Lot.	See the answer to question 15 and to question 23.
29.	Annex 6 Section III Remuneration	5.3.1 Please change the 0.5% of the contract price for each calendar day that the CONTRACTOR fails to complete or provide the deliverables, to 0.3% per day as the sum of of the LD's is 0.3% (0.2% plus 0.1%)	Proposal accepted. Remuneration document will be adjusted upon award.
30.	Annex 6 Section III Remuneration	5.1 Please include the following principle: "Liquidated Damages shall be CLIENT's sole and exclusive financial remedy for delays under this CONTRACT."	Proposal not accepted. Reason: Client will not accept a limitation or restrictions to its rights under the Contract and Dutch Law.
31.	Annex 6 Section I Draft Agreement	6.8 Please remove the penalty for breach of the confidentiality obligation.	Proposal not accepted
32.	Annex 6 - Section IV Scope of Work 1.5.1 (page 12 of 36)	1.5.1 We were unable to confirm proximity of the optional investigation locations (metocean buoys and Site-X) to the Nederwiek area. Please advise approximate/maximum distance between the Nederwiek area and the optional investigations to be taken into account.	The transit distance for optional buoy areas and site X is currently estimated at 50 km (see Annex 4 - see cell D124). The price provided for the transit rates shall be applicable for transit rates to site X and the buoy areas. The exact distance might change during the course of the project. Contractors should price accordingly to this information.
33.	Annex 6 - Section IV Scope of Work 1.5.1 (page 12 of 36)	2.4.8 "The maximum offset is to be not less than 30 m and not greater than 90 m." "an active streamer length of between 90 m and 150m is preferred"	The maximum offset shall be between 90m and 150m for the 2D UHRS data.

No.	Subject	Question	Answer
		These statements are in contradiction to each other. Please Clarify.	
34.	Annex 6 Section I Draft Agreement	6.2 the period of suspension is 14 days Please confirm that these 14 days are paid standby days (if the suspension is not caused by CONTRACTOR)	Yes, it is confirmed that if the suspension is <u>not</u> caused by the CONTRACTOR, the CONTRACTOR will be paid for standby days of the offshore WORK.
35.	Annex 6 Section II Conditions of Contract	(new clause) 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 the expectation is that there will be no personal data processed by CLIENT. The second proposed amendment (45.2) is also accepted, although the CLIENT does not expect that a Data Processing Agreement will become necessary for this assignment.
36.	Annex 6 Section II Conditions of Contract	44. Ground Risk Please delete the last part: ", then such re-positioning shall be deemed to be included in the CONTRACT PRICE"	Proposal not accepted.
37.	Annex 6 Section II Conditions of Contract	42.b (ii) please delete "(ii) the right to be compensated for damages"	Proposal not accepted. Reason: Client will not accept a limitation or restrictions to its rights under the Contract and Dutch Law.

No.	Subject	Question	Answer
		as the LD's should be CLIENT's sole and exclusive financial remedy for delays.	
38.	Annex 6 Section II Conditions of Contract	40. Please include at the end: However, notwithstanding anything to the contrary included elsewhere in the CONTRACT, breakdown of any vessel or equipment utilised by CONTRACTOR in performance of the WORK shall not constitute a breach of contract and CLIENT's remedy in respect thereof shall be limited to suspension of CONTRACTOR's relevant hire charges at the point that no productive work is being performed by the CONTRACTOR, provided always that the CONTRACTOR shall be allowed two (2) hours maintenance allowance per day for maintenance and repair of its vessel and equipment, which if unused may be accrued for use at a later date up to a cumulative total of twelve (12) hours, during which time unit rates shall continue to apply.	Proposal not accepted.
39.	Annex 6 Section II Conditions of Contract	39 Please include the right for CONTRACTOR to use the collected data for non-commercial purposes.	Proposal not accepted. The main results of the survey will be used in a future permit tender procedure and will be published on CLIENT's website. It is not the intention that this information is shared by the CONTRACTOR with external parties during the WORK.
40.	Annex 6 Section II Conditions of Contract	34 Please include after "CONTRACTOR shall" provided always that the wreck or debris and/or debris is bigger than 0,5M2 in size and can be found within 2 hours of proper searching up to a maximum of 0.5 meter below the seabed" and please replace "or where such wreck or debris is interfering" with "and where such wreck or debris is interfering"	First two proposals not accepted. It is not appropriate to add this, since it concerns all wreck and debris which arise from or are related to the Work by the Contractor and which are therefore the responsibility of the Contractor. The last proposal is not accepted because this obligation arises when one of these situations occurs, not only a combination thereof.
41.	Annex 6 Section II	32.2 Please explain the use of the Third Party definition and the reference to "any	The definition of Third Party in Clause 32 is the same as in Clause 19.1 (c). "Third party" shall mean any party which is not a member of the CLIENT, a CLIENT REPRESENTATIVE or

No.	Subject	Question	Answer
	Conditions of Contract	member of the Client or Contractor Group". What kind of members is being referred to? Third party is also already defined in clause 19.1 C	temporary hire of CLIENT, or any party which is not a member of the CONTRACTOR GROUP; (part in italics added) The Conditions of Contract will be amended accordingly, also for future use.
42.	Annex 6 Section II Conditions of Contract	30.1 2nd paragraph Please delete "and to any indemnity given by the CONTRACTOR under the CONTRACT"	Proposal not accepted.
43.	Annex 6 Section II Conditions of Contract	30.1 Please remove the carve out of clause 20 Insurances and please delete " Please delete " and the limitation under Clause 30.1(b) shall not apply to any costs arising from any cause of action of the CLIENT notified to the CONTRACTOR before the date of completion of the WORK" This should be "notified to the CONTRACTOR before the date of submission of CONTRACTOR's final proposal"	Proposal not accepted
44.	Annex 6 Section II Conditions of Contract	30.1 The liability cap reference to clause 30.1 a and b is missing from Section I. As a liability cap of 3 times the contract value is unacceptable, please delete ", or in absence of such sum, three times the CONTRACT PRICE" This is a more reasonable risk to accept for CONTRACTOR.	The following clauses will be added to the Contract (Section I): 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 100% of the CONTRACT PRICE. 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 100% of the CONTRACT PRICE. The total aggregate liability is 125% of the CONTRACT PRICE
45.	Annex 6 Section II Conditions of Contract	21. 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	Proposal not accepted

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		provided by contractors or subcontracts of every tier or by third parties)"	
46.	Annex 6 Section II Conditions of Contract	19.3 please replace "the property of the CLIENT" with "the property of the CONTRACTOR" CONTRACTOR cannot indemnify the CLIENT for pollution emanating from CLIENT's property, this is CLIENT's risk. CONTRACTOR's indemnity obligation regarding pollution should be limited to pollution emanating from CONTRACTOR's property. Each Party will have to indemnify the other party for pollution emanating from its property regardless of cause. That is what the knock for knock principle in the industry is used for. Also see the principle that the Client is already using in article 19.4	Proposal accepted.
47.	Annex 6 Section II Conditions of Contract	19.2 D (new) Please include sub clause as this risk will need to be allocated, please see motivation provided for article 19.1-D. This is industry practice and should not be deviated from by putting risk to Contractors which is unfair and unbalanced risk allocation "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).
48.	Annex 6 Section II	19.2-B please delete:	Proposal not accepted.

No.	Subject	Question	Answer
	Conditions of Contract	"and in so far CONTRACTOR is not liable according to clause 19.1 (c)"	
49.	Annex 6 Section II Conditions of Contract	19.1-D No, this risk should not be placed with the CONTRACTOR. If such third party Oil and Gas production facilities, wind turbine generators etc. are present at the vicinity of the Worksite, and the CLIENT wants the CONTRACTOR to perform its services in the vicinity of such of it, it is at CLIENT's risk if damages occur. This is an un acceptable risk for CONTRACTOR, such risks should be for CLIENT and again the CLIENT is best placed to 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. An acceptable risk profile will need to be discussed between the Parties.	19.1 (d) This clause was inadvertently deleted from the compare version of the LOGIC, but is valid. Proposal not accepted.
50.	Annex 6 Section II Conditions of Contract	18.2 At the end please insert, "At the request of the CONTRACTOR, the CLIENT shall without undue delay endeavour in every reasonable way to assist the CONTRACTOR obtain any license, permit, temporary permit or authorisation required in relation to the CONTRACT."	Proposal is not accepted. Contractor is responsible for obtaining all licenses, "save to the extent that the same can only be legally obtained by the CLIENT." CLIENT would assist only if its assistance would be indispensable to obtain the license.
51.	Annex 6 Section II Conditions of Contract	19.1 -C Please delete: ", CLIENT REPRESENTATIVE or other temporary hires of CLIENT" this is not an acceptable indemnity requirement and contradicts the knock for knock principle that is industry practice. Why would it be fair to deviate from this if only beneficial to the CLIENT? Also CLIENT is best placed to insure and indemnify the client	Proposal is 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 should be held liable.

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		representatives for these risks and possible damages	
52.	Annex 6 Section II Conditions of Contract	Please include new clause as follows: "CLIENT agrees that CONTRACTOR shall be reimbursed at the operational day rate for provision of the vessel during any period of suspension of its work, unless the CONTRACTOR elects to demobilise the vessel from the WORK pending receipt of payment, after which 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)."	Proposal not accepted Condition of Contract clause 13 is clear on costs in case of suspension. In the event Client instructs a suspension without defect or cause by CONTRACTOR the costs are reimbursable as per Annex III or under clause 11 (variations). Contractor shall inform Client on the associated costs during the suspension and it is up to CLIENT to allow CONTRACTOR to demobilize from the work pending on the associated costs.
53.	Annex 6 Section II Conditions of Contract	13.9 (new) please include a new clause as follows: " CONTRACTOR shall have the right, upon notice to the COMPANY, to suspend the WORK or any part thereof, for failure of CLIENT to meet its payment obligations and such default continues 7 days after the date on which CONTRACTOR has informed CLIENT that amounts are overdue."	Proposal not accepted, clause 13.4 already contains a payment arrangement in the situation where the suspension of the WORK is not due to the CONTRACTOR's failure.
54.	Annex 6 Section II Conditions of Contract	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.

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55.	Annex 6 Section II Conditions of Contract	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." This is subjective, the scope is either clearly described in the information provided by the CLIENT or it is not.	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.
56.	Annex 6 Section II Conditions of Contract	10.2 - C Please include at the start: "Subject always to the right of CONTRACTOR to get the reasonable opportunity to rectify defects and/or non-compliances"	Proposal not accepted, because it would undermine the intention of this clause.
57.	Annex 6 Section II Conditions of Contract	10.2-b Please add at the end: "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"	Please see the answer to question 4
58.	Annex 6 Section II Conditions of Contract	6.2 Please include at the end: "However, selection of geophysical 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, with any such difference in seabed and sub-seabed conditions representing a VARIATION and entitling the CONTRACTOR to an increase to the	This clause will be amended as follows: However, selection of geophysical equipment shall be based on information received from the CLIENT and the CONTRACTOR accepts no liability in respect of seabed conditions differing from those identified in the TECHNICAL INFORMATION including variations in those seabed conditions which are not UNFORSEEABLE, with 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.

No.	Subject	Question	Answer
		CONTRACT PRICE and modification to the SCHEDULED COMPLETION DATE to reflect any delay or additional cost incurred as a result thereof."	
59.	Annex 6 Section II Conditions of Contract	Clause 4.8 Please change as follows: On completion of the WORK or any portion thereof, the CONTRACTOR shall without delay clear and remove all equipment and materials provided by the CONTRACTOR including debris provided that such equipment, materials and/or debris is bigger than 0,5M2 in size and can be found within 2 hours of proper searching , thereby leaving the WORKSITE in a clean, tidy and safe condition	Proposal not accepted Contractor will have to prove by means of analysis (cost-benefit) that search is reasonable within operational boundaries. All lost equipment (small or large) should be notified to CLIENT and mitigation should be discussed and agreed between CONTRACTOR and CLIENT.
60.	Annex 6 Section II 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 will be amended as follows: 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.
61.	Annex 6 Section II of Conditions of Contract	4.4 please delete: "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 by itself.
62.	Priority lines and co- creation with 3D-UHRS tender	Can you please elaborate on the element of co-creation in conjunction with the 3D-UHRS tender? What kind of flexibility of Contractor is expected and will any delays or additional sailing time or other inefficiencies be additionally compensated based on experienced and extension of time granted? Is the co-creation element to be aligned by individual contractors or will Client manage the interface?	If two different CONTRACTORS are awarded for the two different tenders (see SoW), CONTRACTORS should communicate regarding the execution (and planning) of the offshore works. RVO will facilitate cooperation from both parties and alignment / interface management between possible different CONTRACTORS. See SoW Section 1.8. One element is that RVO would like to work together as a team between RVO, RVO experts and CONTRACTOR to come to the optimum result for all parties involved, and reduce delays and increase efficiency. If delays or other inefficiencies are encountered, which cannot be mitigated by means of co-creation, CLIENT will discuss compensation with CONTRACTOR(s) by means of extension of time or financial compensation.
63.	Tender document.	Is the deadline to provide Letter of Confirmation of availability of personnel,	No, this was entered incorrectly entered into the SOW time schedule. Please provide the letter of confirmation of availability of personnel and equipment before 17:00 (AMS) Friday 14 October, 2022.

No.	Subject	Question	Answer
		vessels and equipment from 28 November, 2022 up to and including 19 November 2022?	
64.		In the event a 2 vessel solution will be utilized but one of the 2 vessels will work in both area noord and area zuid different vessel rates for waiting on Weather are applicable due to the difference in survey spread. Would it be possible to change annex 4 items 8.1 and 8.2 such to allow for different WOW rates for noord and zuid investigation area?	Annex 4 has been updated. Different WOW vessel rates can be inserted. Waiting on weather has been split in 4 items 8,1 8,2 8,3 8,4
65.		We understand the limitation of operating a maximum of 2 vessels on the project. However we do note in Annex 3 that the vessel choices which can be offered for the project are only 2. A flexibility of having a minimum of 4 different vessel choices (of which 1 or 2 can be confirmed in the confirmation letter) will give tenderer some choices and better planning opportunities. Could you consider to extend the amount of vessel choices to 4 instead of 2?	Proposal not accepted. The Tenderer should offer the vessel(s) most likely to utilize during the project. In the event the Tenderer wishes to change the vessel(s) the new vessel(s) including all details and fully filled 'new' annex 3 is to be supplied. The Tenderer is allowed to provide an alternative vessel with the letter of confirmation under the condition this vessel is equal or better. If the Tenderer wishes to have flexibility in the offered vessel the lowest scoring vessel should be submitted during the tender such the vessel can be replaced by an equal or better upon submission of the confirmation letter.