

3rd Memorandum of Information: Geotechnical Survey for Investigation Areas in IJmuiden Ver Wind Farm Zone, Nederwiek Wind Farm Zone and Hollandse Kust (west) Wind Farm Zone
Reference: 202206073

Date: August 8, 2022

In this Memorandum of Information answers are given to a number of questions, not to all questions that were asked. The remaining questions will be answered in the next Memorandum of Information which is expected to be published on August 16, 2022. Please note: the numbering may differ from the numbering in Tendered.

Together with this Memorandum of Information corrected versions of Annexes 3 and 4 will be published. Please use the latest version of the annexes for you Tender!

Notification

After feedback from the market, the Tendering Authority has decided to increase the minimum and maximum price ranges for Lot 2, and along with this the ranges used in the scoring criterion for Lot 2 as follows:

IA IJWWFZ and IA NWWFZ: minimum €11,000,000.-, maximum €15,000,000.-

IA HKWWFZ: minimum €6,000,000.- maximum €11,000,000.-

In total the minimum contract value for Lot 2 will be € 28,000,000 and the maximum contract value will be € 41,000,000 exclusive of VAT.

No.	Subject/Location in Tender Documents	Question	Answer
15.	Archaeological logging on vibrocore samples	In the lab testing BOQ of Lot 1 we find the item "Archeological core logging on vibrocore samples (sample handling and reporting)". Can you clarify what the scope is of the Contractor. The scope description states 7+4+2 VC for archeological assessment. Is it correct to Assume that these included in the total VC or do we need to add this separately. We understand that CLIENT will have appointed a specialist Archaeological consultant who determines the locations. Is it correct to assume that CLIENT consultant will do the Archaeological logging who in our lab. What is the scope for CONTRACTOR, what type of reporting, and (specialist Archaeological) logging is required. Can you clarify.	Logging of VC samples in principle is done by the archaeological contractor appointed by CLIENT, in the GT Contractor's laboratory. A unit price is still requested in case circumstances (e.g. COVID-19) make travel and visiting the geotechnical contractor's lab difficult or even impossible. If logging is required to be carried out by the GT Contractor, then logging is required to be carried out in accordance to the "Standaard Boor Beschrijvingsmethode" (SBB53), which translates to "Standard Sample Description Method". The SBB53 contains parameters of NEN 5104, but also provides additional terms to characterize the sediment samples. These terms offer the opportunity to describe phenomena like sedimentary structures, layer boundary characteristics and sedimentary trends observed within a layer in a standardized manner. Also geological and soil interpretations, and anthropogenic admixtures including archaeological finds are described. The SBB has been incorporated in the archaeological process as the method to be used for the

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			description of sediment samples. An English translation of the SBB53 will be made available to the winning tenderer. The quantity of vibrocores stated in the Annex 4a includes the 13 vibrocores assigned for the archeological assessment.
16.	Annex 6 Section IV- Scope of work	Page 3 - References. Can you clarify the status of the references and determine a cut-off date for CONTRACTOR's proposal, for example 1 July 2022. The references list shows some references that are dated and some that are undated. The text of the scope of work also includes references to dated and undated references, some of which differ from Section 3. Furthermore the scope of work (e.g. 2.5.5) refers to the 'newest issues' and 'latest standards'. It is not possible to schedule and price for 'latest issues', as the consequences of a later issue compared to a current issue are not known, yet can be quite significant and it may not be feasible to implement major changes and additions during the course of the project upon first publication.	The references listed in the document will be the reference or version most recently published at the date of Tender publication, 4 July 2022.
17.	Annex 6 Section IV- Scope of work	Section 2.5.6 Page 35 Can you clarify the preference for the Reineck box corer. Its size does not meet the requirement of 0.078m² minimum surface area and probably only one 100mm push core can be obtained per box core sample.	To CLIENT's knowledge Reineck-type box corers exist in various sizes. For this scope a spade-type box similar to the Reineck sampler, with a surface area > 0.078m² is requested, with the requirement to obtain three 100mm push cores per box core sample.
18.	Annex 6 Section IV- Scope of work	Section 2.7.10 page 52. Can you please explain intention of 'presented in an ascending scalar form'	Sentence rephrased for clarity: This analysis should be summarised, tabulated and presented in order of increased significance.
19.	Annex 6 Section IV- Scope of work	Section 2.8 page 54 Provide text that appears to be missing in sentence 'Within one of vessel mobilisation'.	Sentence amended to: Within one <u>week (seven calendar days)</u> of vessel mobilisation, CONTRACTOR shall produce a reporting template for the "Geotechnical Borehole Report", to be issued detailing the proposed structure and contents of the report so that CLIENT comments and approval can be communicated as soon as possible.

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20.	Annex 6 Section IV- Scope of work	CLIENT to confirm that no requirement (at own CONTRACTOR's cost) applies for removal of a lost nuclear gamma source (gamma-gamma probe) during testing regardless of any applicable legislation.	CONTRACTOR shall give details e.g. of the proposed equipment and methodology. The objective of density logging is to gather porosity and bulk density. The CLIENT does not accept liability and CONTRACTOR shall price any risk for removal of a lost gamma source in the price. The quantity is currently set at 0 no. in the Annex 4b, but for pricing purposes the CONTRACTOR can assume that the CONTRACTOR shall include the downhole logging (e.g. with gamma-gamma probe) within the risk assessment, including actions to be taken to reduce the risk to an acceptable level in accordance to the As Low As Reasonably Practicable (ALARP) principle. Note that the execution of the spectral gamma tests will be limited to a maximum of five boreholes for IJV, NW and four for HKW. The CLIENT intends only to perform this test when it considers the risk and control measures as acceptable.
21.	Annex 3 Lot 1and Lot 2 - team Composition/key personnel	In the Tab Key Personnel maximum amount of people is 3 (i.1-3, ii.1-3 etc). However in the tab Team Composition it is implied that up to 20 people can be chosen for each category from the dropdown menu (i. 1-20, II. 1-20 etc). Is it correct to assume that only a selection of the 3 Key People for each position is made and not up to 20 as is implied in the Team Composition tab, or is 3 key people not the maximum in tab 1 key personnel. Can you clarify and or adjust the spreadsheet and notes.	For the tab Team Composition, the people listed in Tab Section I - Key Personnel are to be listed in the proposed configuration. The input rows have been reduced (from 30 to 15 rows per vessel) and the notes in Section III - Team Composition are updated to correctly reflect the sheets. As referred to in the Tender Document Section 3.2 page 13 (last bullet), the winning tenderer will be requested to provide a full list of personnel proposed to execute the off- and onshore components of the scope.
22.	Annex 6 Section IV - Scope of work	Section 1.3 page 9. Clarify specification of the laboratory testing programme. Section 1.3 states that the laboratory testing program will be specified by the CLIENT. Other parts of the scope of work suggest however differently, e.g. Section 1.9 'The Lot 2 CONTRACTOR shall be responsible for proposing the standard laboratory testing schedule...'. Does the 1.9 requirement only refer to the schedule for the execution of the testing based on the program specification by the CLIENT? Then Table 4 lists 'S' for CONTRACTOR Lot 2 for the 'standard laboratory schedules', this also seems to contradict with 1.3. Can you clarify.	The text has been amended to avoid confusion: In section 1.3: <i>"The GT CONTRACTOR shall execute the laboratory testing program which shall be proposed by the GT CONTRACTOR based on a laboratory strategy framework which will be specified by the CLIENT in conjunction with the Ground Model (IGM) CONTRACTOR (further details in Sections 1.9 and 2)."</i> In section 1.9, bullet no.8: <i>"The Lot 2 CONTRACTOR shall be responsible for proposing the standard laboratory testing schedule based on a laboratory testing framework strategy provided by the CLIENT. The laboratory testing schedule shall be reviewed by the IGM CONTRACTOR and CLIENT prior to execution"</i>.

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23.	Annex IV Scope of Work	References: ASTM D5311-13 has been withdrawn in 2022 without replacement. Do you have a solution for this.	Noted. CLIENT still accepts tests cyclic triaxial tests executed according to this standard. Alternatively, CLIENT would accept in-house test procedures based on, or derived from, the ASTM D5311-13, BS1377: Part 8 or ISO 17892-9.
24.	Annex 6 - Section IV Scope of work	On page 16 two reports for Lot 2 are mentioned a Borehole Locations Report and an Advanced Cyclic Laboratory test (+ optional sub station reports). On page 18 three reports are mentioned a Geotechnical Borehole Report, an Advanced Laboratory report and a Cyclic Laboratory Report. Can you clarify.	This is an error. Text on page 18 of the SoW amended to: <i>"Lot 2 CONTRACTOR shall be expected to deliver (for each investigation area) a Geotechnical Borehole Report containing basic testing and advanced testing and an Advanced Cyclic Laboratory Testing Report within CLIENT timeframes."</i>
25.	Annex 6 IV - Scope of work	On page 23 with regard to Reporting it is stated that a a final digital data package needs to be created "with QA elements". Can you possibly clarify define "QA elements".	Data is to be checked for consistency in line with agreed pilot data format, project consistent file naming , accuracy of data and consistency between digital and pdf deliverables, and completeness of digital data.
26.	Annex 6 Section IV	Page 28. Can you confirm that the elevation of strata changes will be 'Seabed' and not LAT or equivalent.	Boreholes and CPT logs are referenced to seabed level. For each location or investigation point, the water depth - at the time of operations - needs to be measured and presented against LAT.
27.	Annex 6, Section IV Scope of work	Page 32. can you define what is meant with "raw" SCPT data.	SCPT digital data consists of the "raw - uninterpreted" individual traces showing the amplitude vs time (for all depths) for all measured directions. As well as the CONTRACTOR-interpreted Vp and Vs with depth, Vp if present.
28.	Annex 6 Section IV scope of work	Page 34. Heat capacity. There seems to be a discrepancy for the thermal testing scope between Annex 6 Section IV and Annex 4. In Annex 4 thermal conductivity is mentioned but no heat capacity. However Annex 4 does mention Hot Disc method which is the industry preferred method to measure heat capacity. In Annex 6 Section IV hot disc is not mentioned Needle Probes which are not very suitable are mentioned. Can you clarify,	The SoW is updated to reflect the determination of heat capacity using the hot disc test. The reference to the hot disc tests (both granular and cohesive) should read <i>"Thermal conductivity and heat capacity tests on Using "Hot disc" method"</i> . Annex 4 sheets have not been updated to reflect this.
29.	Word version Contract	Could you share a Word version of the contract with us?	Only a pdf version is shared, because Contracting Authority does not wish Tenderers to make changes in the Contract by themselves. Proposed and accepted amendments will be made by the Contracting Authority.

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30.	Scope of Work	In document SoW in 2.4.1. is stated "The CLIENT requires a regular transport of soil samples to laboratory, typically biweekly.." Is monthly or every port call, whichever comes first, acceptable to the client?	It is the GT CONTRACTOR's responsibility to ensure that the fieldwork and subsequent laboratory testing milestones are met. For the delivery of the samples it is up to the GT CONTRACTOR to establish a suitable soil transport frequency, provided that the samples acquired are suitably stored onboard the vessel in the meantime. For Lot 1 specifically, it is the GT CONTRACTOR's responsibility that the ecological samples are transported to the laboratory in a timely manner with regards to the quality and preservation of the samples.
31.	Privacy	In the document IJ56_GT_Annex [3a] Personnel Vessels and Equipment, names of personnel is requested. To ensure the privacy of our employees, we only use the positions instead of their names. Is that acceptable to the client?	Tenderers are allowed to submit CV's and other Annexes in which only relevant/necessary (personal) data are mentioned or which have been anonymized. Please note: the data submitted will only be used for assessment purposes and, after that, in conformity with applicable laws and regulations, will be kept for the duration of the Contract (in case of the winning tenderer) or will be destroyed (in case of the tenderers who did not win the tender). Furthermore, the winning Tenderer shall provide documentation after the preliminary award which demonstrates that the positions offered are existing persons.
32.	Missing liability cap In Annex 6 Section 1 Agreement	Annex 6 - Section I 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, the following is proposed: Per Lot and individual site (IJV/NW/HKW) a liability cap of 100% of the Lot and applicable site value will apply. This cap will apply before and after contract completion. This would provide for a balanced risk profile and will prevent unreasonable risk exposure per Lot and site.	The following clauses will be added to the Contract: 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

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33.	URGENT - Error in Annex 4b Lot 2 - IJv/NW/HKZ	For the time calculation in Part A of the Annex 4 B spreadsheets the fields for 3f and 3h (K42 and K44) are not calculated and give an outcome of zero days. Can you urgently send a corrected version.	Noted, this has been addressed. An updated version of Annex 4 will be made available.
34.	Annex 4b - Lot 2 CPT Push vs meter	Reviewing the total quantities we see that the unit for item 2.9 and 2.10 (j135 and J136) is noted as "/push" but calculating the total amounts this should be "/m". Which seems to be more logical. Can you confirm our understanding is correct.	Agreed - unit is changed to cost/m. The quantities are adjusted to indicative recovered CPT metreage.
35.	Nota van inlichtingen 21 Juli	A new set of Annex 4 files Version 3 was uploaded for Lot 1 and Lot 2. Could you indicate what the changes are in test amounts, date changes etc. with regard to Version 2?	Amendments to the Annex 4 sheets have been made in response to the MOI questions that are outlined here in this MOI.
36.	Annex 6 section I Draft Contract	Section 3.4 . (1) We would like to propose to use bunkering rates for MGO instead of LSMGO. (2) Secondly we propose to set the exceeding percentage at 10% instead of 30%.	The rates for LSMGO will be used as only reference. Secondly, the exceeding percentage will be lowered to 20%.
37.	Annex 6 Section II - Conditions of Contract	Clause 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.
38.	Annex 6 Section II Conditions of Contract	Clause 4.6 - Please include at the end: "CONTRACTOR shall not be responsible for delays incurred due to providing such reasonable access."	CoC 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.
39.	Annex 6 Section II - Conditions of Contract	Clause 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	Proposal is accepted. In the last sentence COMPANY will be replaced by CLIENT.

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		whatever information is available on the location, or last known location, of such equipment.	
40.	Annex 6 Section II Conditions of Contract	Clause 6.2 Please include at the end: "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, 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."	CoC will be amended as follows: 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 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.
41.	Annex 6 - Section II - Contract Conditions	Clause 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".	Proposal not accepted.
42.	Annex 6 - Section II Conditions of Contract	Clause 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.
43.	Annex 6 - Section II Conditions of Contract	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.
44.	Annex 6 - Section II Conditions of Contract	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",	First proposal is not accepted. The CLIENT wants to keep the possibility open that new information will also lead to less work.

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		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"	Second proposal is also not accepted. The CLIENT does not see the need for paying for WORK that no longer has to be performed.
45.	Annex 6 - Section II Conditions of Contract	Clause 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."	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.
46.	Annex 6 - Section II Conditions of Contract	Clause 13.10 (new) 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. The part "during any period of suspension of its work" is unacceptable. Please refer to Clause 13.1 for the reasons for suspension. Suspension can also be caused by default of the Contractor, which would not justify reimbursement.
47.	Annex 6 - Section II Conditions of Contract	Clause 17.3 (new) 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	Proposed amendment not accepted, the main results of the survey will be used in a future permit tender procedure and published on CLIENT's website. It is not the intention that this information is shared by the CONTRACTOR with external parties during the WORK.

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		learning. However, copyright in any final report shall be exclusively owned by the COMPANY."	
48.	Annex 6 - Section II Conditions of Contract	Clause 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.
49.	Annex 6 - Section II Conditions of Contract	Clause 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 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 should be held liable.
50.	Annex 6 - Section II Conditions of Contract	Clause 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.	Proposal not accepted.
51.	Annex 6 - Section II Conditions of Contract	Clause 19.2. B please delete: "and in so far CONTRACTOR is not liable according to clause 19.1 (c)"	Proposal not accepted.

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52.	Annex 6 - Section II Conditions of Contract	Clause 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).
53.	Annex 6 - Section II Conditions of Contract	Clause 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.
54.	Annex 6 - Section II Conditions of Contract	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 the first paragraph of article 21 is meant, proposal is not accepted.
55.	Annex 6 - Section II Conditions of Contract	Clause 30.1.a 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	See answer to question 34.

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		unacceptable, the following is proposed: Per Lot and individual site (IJV/NW/HKW) a liability cap of 100% of the Lot and applicable site value will apply. This cap will apply before and after contract completion. This would provide for a balanced risk profile and will prevent unreasonable risk exposure per Lot and site.	
56.	Annex 6 - Section II Conditions of Contract	Clause 30.1 b please change "per event" to "in total aggregate"	Proposal not accepted.
57.	Annex 6 - Section II Conditions of Contract	Clause 30.1 2nd Paragraph Please delete "and to any indemnity given by the CONTRACTOR under the CONTRACT"	Proposal not accepted.
58.	Annex 6 - Section II Conditions of Contract	Clause 34 please include after "wreck or debris" 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 proposal 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 second proposal is not accepted because this obligation arises when one of these situations occurs, not only a combination thereof.
59.	Annex 6 - Section II Conditions of Contract	Clause 39 Please include the right for CONTRACTOR to use the collected data for non-commercial purposes.	Not accepted. Please refer to question 47.
60.	Annex 6 - Section II Conditions of Contract	Clause 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	Proposal not accepted.

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		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.	
61.	Annex 6 - Section II Conditions of Contract	Clause 42 Liquidated Damages Please consider the LD's to be applied as follows: Each Lot has 3 worksites. The LD's should be calculated per Lot per worksite and the percentages of the LD's should be related to the value of the particular worksite of the Lot. This to prevent being liable for unreasonable amount of LD's on a delay for a specific worksite for a Lot. The LD's should be CLIENT's sole and exclusive remedy for delays under this Contract.	First proposal: not accepted, as the WORK on the Investigation Areas cannot be regarded as entirely separated. The overall LD cap is considered as reasonable. Second proposal: not accepted.
62.	Annex 6 - Section II Conditions of Contract	Clause 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. Reason: Client will not accept a limitation or restrictions to its rights under the Contract and Dutch Law.
63.	Annex 6 - Section II Conditions of Contract	Clause 44 Please delete the last part: ", then such re-positioning shall be deemed to be included in the CONTRACT PRICE"	Proposal not accepted.
64.	Annex 6 - Section II Conditions of Contract	Clause 45 (new) (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 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.

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		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.	
65.	Annex 6 Section I - Draft Agreement	Clause 6.1 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)	Seems to refer to Clause 6.2 in the Conditions of Contract, when this is the case: if the suspension is not caused by the CONTRACTOR, yes it is confirmed that the CONTRACTOR will be paid for standby days of the offshore WORK.
66.	Annex 6 Section I - Draft Agreement	Clause 6.8 Please delete the penalties for breach of confidentiality	Proposal not accepted.
67.	Annex 6 Section III a/b - Remuneration	Section 5.3 CONTRACT PRICE to be defined as the "total price per Lot per site" in line with the principle as proposed in clause 42 of the general terms and conditions.	Proposal not accepted, the CONTRACT PRICE covers all three Investigation Areas.
68.	Lot -2 BOQ Archaeological Core Logging	In Lot-2 Archaeological Core Logging for 50 + 50 + 25 = 125 m is listed in the BOQ. However in the Scope of Work mentioning of Archaeological Logging by Client appointed specialist on Vibrocores for Lot-1 are mentioned, whereby logging is done by Client's specialist. Allowance for 2 meetings is listed as part of CONTRACTOR scope, although this is not mentioned separately in the BOQ for Lot -1. What is the Archaeological scope for Lot 2, what needs to be priced for this (125 m) logging. Can you clarify.	Thank you for pointing this out. This was a mistake. No archaeological logging is required on the lot 2 samples. The logging for archaeological purposes will be done by a CLIENT appointed specialist consultant who will also appoint specific age dating tests for archaeological purposes (as already included in Annex 4 Lot 1). The Contractor should allow for two interface meetings with the specialist consultant. This is indeed not a separate line item in the BOQ.
69.	Archaeological dating Scope of work Lot 1 + Lot 2	In the scope of work Annex 6, section IV, page 9 and 10 the term "Archaeological dating analyses" is used for Lot 1 and Lot 2 can you clarify what is meant by this and if this is done by CLIENT appointed Archaeological specialist.	See also response to questions 15 and 68. Archaeological dating analyses will be required on some subsamples of the vibrocore samples acquired in Lot 1. The type of testing is specified in items 3.28 to 3.36 of Annex 4 lot 1. A specialist consultant will inspect and log the cores and appoint the type and number of age dating tests to be performed on selected test intervals. The GT Contractor's task is to carry out the age dating tests. CLIENT however still requests a price for archaeological age dating on the vibrocores designated for archaeological assessment (see Section

No.	Subject/Location in Tender Documents	Question	Answer
			2.5.5 of the SOW) in case travel restrictions prohibit the specialist consultant to travel to the GT Contractor premises. Refer to line item 3.37 of Annex 4a. In a separate workflow, age dating for the purpose of geological modelling will also be required. Testing will be specified by Client's appointed GM Contractors. For Lot 2, only age dating for GM purposes is required.
70.	IJ56_GT_Annex 6 Section I _Draft CONTRACT_F	3.4: Please change LSMGO in MGO and consider change 30% in 10% 6.1: Please see amendments to Clause 10.2(b) of the Conditions of Contract, Defects Liability period is not agreed. 6.8: Not agreed, any damages for breach of confidentiality should be proven.	3.4: Please see question 36 6.1: Proposal not agreed. 6.8: This clause concerns a fixed penalty for a breach of confidentiality and not damages. Of course, in case of damages, these should be proven. Please see question 66 also.
71.	Information meeting July 13	Is it necessary to submit the Project Documentation for each Investigation Area or for each lot, even though it may consist of the same documentations.	The 2 Lots are regarded as separate tenders and concern separate contracts, so the Tenderer must submit the required project documentation for each Lot. Within each of the lots there are works in 3 investigation areas (IA) (Nederwiek IA, IJmuiden Ver IA and Hollandse Kust West IA). The project documentation for the combined works within the 3 investigation areas is to be described in a single set of Project documentation.
72.	Information meeting July 13	Will there be separate RVO teams and Ground Model Contractors for each separate investigation area?	The CLIENT and CLIENT expert consultancy team will be the same team for the all 3 Investigation Areas. With regards to the Ground modelling Contractor, for the IJmuiden Ver Investigation Area the Ground Model contractor is known. For the other two Ground Model Investigation Areas there is no Contract awarded yet.