

4th 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 19, 2022

In this Memorandum of Information answers are given to the remaining questions. Please note: the numbering may differ from the numbering in TenderNed.

Notification

Due to questions from the market the deadline for submitting tenders will be extended to Wednesday September 21, 2022, 1:00 hours PM CEST.

19 August 2022	Issuing of Memorandum of Information
21 September 2022, 13:00 hrs. CEST	Deadline for the receipt of Tenders
21 September 2022 – October 2022	Assessment of Tenders
5 October 2022	Tenderers to provide Letter of Confirmation of availability of personnel, vessels and equipment (both Lots).
17 October 2022	Announcement of the award of the Contracts.
7 November 2022	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
7 November 2022	Deadline for the winning Tenderer to provide the evidence requested by the Contracting Authority
14 November 2022	Signing of the contract
14 November 2022	COMMENCEMENT DATE WORK

Corrections:

Together with this Memorandum of Information corrected versions of Annexes 2, 4 and 5 and Annex 6 Section IV (Scope of Work) are published.

When submitting a tender please use the following updated versions of the Annexes. The previous versions have become defunct/obsolete ("vervallen" on TenderNed).

- Annex 2a: version 2 (V2).
- Annex 3a and Annex 3b: version 2 (V2) (published on August 8, 2022)
- Annex 4a and Annex 4b: version 5 (V5)
- Annex 5 a and Annex 5b: version 2 (V2)
- Annex 6 Section IV (Scope of Work): version 2 (V2)

Answer to question 55 in Memorandum of Information dated August 8, 2022 should read: "See answer to question 32".

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73.	Annex 6 Section IIa Part 1	2.1: Please delete section: "Nevertheless, REPRESENTATIVE." 3.2: Please add: (e) The CR shall be sufficiently qualified to understand the scope of works and to confirm that they are being carried out in accordance with good industry practices. 4.5: Please add: However, the CLIENT shall be responsible for the timely delivery of CLIENT-provided materials, services and facilities. If such are delivered late and cause delay to the CONTRACTOR in the performance of the WORK and/or downtime of the CONTRACTOR's equipment, CLIENT shall pay standby rate in respect of such delay and/or downtime. 4.8: Please add: Notwithstanding the foregoing, the CONTRACTOR'S liability in respect of removal or wreck or debris from the seabed shall be limited to that required by governmental authority. CONTRACTOR takes no responsibility nor liability for the removal of wreck or debris which is below the seabed. 4.10: Please delete in this section: "...at least be equal to or better than those of the original vessel(s) and must..." 4.11: Please add 4.11: The Parties acknowledge that interpretation of geotechnical, geophysical or other data is a matter of opinion on which professionals may differ. Accordingly, CONTRACTOR shall have no liability arising from decisions made by the CLIENT based on such interpretations. 5.2 Please delete "transportation", please add "up to two (2)" COR. Please add "For the avoidance of doubt, for safety reasons no boat-to-boat or air-to-boat transfer of personnel will be provided outside of emergency situations. " 6.1: Please see new wording: The CONTRACTOR shall be deemed to have reasonably satisfied itself <i>based on the information which has been [made] available by the CLIENT</i>, before entering into the CONTRACT, as to the extent and nature of the WORK including but not limited to the services, personnel, materials and equipment, plant, consumables and facilities required for the WORK, the correctness and sufficiency of the rates and prices entered in Section III, general	2.1 Not accepted. That section has been specifically amended and shall not be deleted. 3.2 Not agreed. The Client Representatives are hired by and work on behalf of the Client. In addition, the Client does not have to vouch for their level of knowledge. 4.5 Proposal accepted. 4.8 Not accepted. Please refer to Clause 34 and to the answer to question 58 in the 3rd memorandum of Information dated August 8, 2022. 4.10 Not agreed. This section was intentionally added to the Conditions of Contract and will not be deleted. 4.11 This question was recalled, please see question nr. 80. 5.2 The question is not completely clear. Contracting Authority sees no reason to make this addition. Proposal accepted. Clause will be amended accordingly. 6.1 Proposal not accepted.

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		conditions, and all other matters which could affect progress or performance of the WORK. 6.2: Please see new wording: Any failure by the CONTRACTOR to take account of matters <i>which could reasonably have been taken into account applying good industry practice</i> which affect the WORK will not relieve the CONTRACTOR from its obligations under the CONTRACT. 7.3: Please see new wording: The CONTRACTOR shall notify the CLIENT immediately of any proposed or actual stoppages of work, industrial disputes or other matters affecting or likely to affect the carrying out or completion of the WORK. <i>In the event of such industrial action and solely in relation to such effected individuals and</i> when requested by the CLIENT the CONTRACTOR <i>subject to applicable good industry practice rules</i> shall also supply to the CLIENT other information in connection with the WORK relating to industrial relations including but not limited to minimum rates of pay, allowances, amenities, working hours, periods of unpaid leave and overtime. 7.5: Please add the following to this section: Acceptance needs to be issued by the Client Representative in the daily operations report. 8.1 (a): Please see new wording: The CLIENT is entitled to assign the CONTRACT or any part of it or any benefit or interest in or under it to any CO-VENTURER or AFFILIATE of the CLIENT <i>subject to providing evidence of satisfactory financial capacity and payment history and / or a written undertaking from the then current contracting entity to guarantee any payment obligations of the assignee.</i> In addition the CLIENT may make any such assignment to any other third party but only with the prior agreement of the CONTRACTOR which shall not unreasonably be withheld or delayed. 8.1 (c): Please see new wording: 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, <i>such consent not to be unreasonably withheld or delayed.</i>	6.2 Accepted. Passage in italics will be added. 7.3 Not agreed. Proposed additions are not in line with the original intention of the clause. 7.5 Proposal not accepted 8.1 (a) Proposal not accepted. 8.1 (c) Proposal accepted. Part in italics will be added to the clause.
74. -	Annex 6 Section IIa Part 2	9.3: Please see new wording: Where key personnel of the CONTRACTOR are specified in the CONTRACT they shall not be replaced without the prior approval of the CLIENT, <i>not to be unreasonably withheld or delayed. Any replacement shall</i> work with the person to be replaced for a reasonable handover period. If key personnel or supervisory	9.3 Proposal accepted. Part in italics will be added.

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		personnel responsible for performing or supervising the WORK is replaced, the expertise, qualifications and experience of the replacement personnel deployed by the CONTRACTOR must be at least equal to those of the original personnel or must meet the criteria agreed by the CLIENT and CONTRACTOR in this regard. 9.7: Please add below the existing section: The CLIENT shall provide all reasonable assistance required by the CONTRACTOR to obtain such permits to the full extent required under applicable laws or practice customarily adopted by the relevant authorities. 9.8: Please see new wording for the last section: The CONTRACTOR shall provide a suitable replacement for any such person <i>as promptly as possible taking into account restrictions that apply to foreign nationals traveling to the vessel, including the requirement for permits, visas and undertaking any applicable period of quarantine.</i> 10.1: Please see new wording for the last section: <i>Subject to clause 10.2 (b),</i> neither failure on the part of the CLIENT or others to inspect the WORK or witness or test or to discover defects nor failure to reject work performed by the CONTRACTOR which is not in accordance with the CONTRACT shall relieve the CONTRACTOR from any liability or obligation under the CONTRACT. 10.2 (a) Please see new wording: The CONTRACTOR warrants and guarantees that it shall perform the WORK in accordance with the provisions of the CONTRACT. 10.2 (b) Please see new wording: <i>It is CLIENT’S duty to accept or reject the quality and completeness of data and/or samples as it or they is or are acquired and prior to the demobilisation of the CONTRACTOR from the WORKSITE, and to record such in the Daily Project Report. In the event that the WORK is not performed by the CONTRACTOR in accordance with clause 10.2 (a) and the CLIENT rejects the data or samples, CONTRACTOR shall use reasonable endeavours to re-acquire such data prior to demobilising from the WORKSITE. In the event data/samples cannot be re-acquired due to factors beyond CONTRACTOR’S control, CONTRACTOR and CLIENT OFFSHORE REPRESENTATIVES shall agree the appropriate course of action.</i> <i>The CONTRACTOR’s liability for the WORK which is to be performed offshore shall, in any event, cease upon commencement of</i>	9.7 Proposal is only partly accepted. CONTRACTOR is responsible for obtaining all permits, “save to the extent that the same can only be legally obtained by the CLIENT.” CLIENT would assist if its assistance would be indispensable to obtain the permit. 9.8 Partly accepted. New wording will be <i>added after</i> the last section. 10.1 Accepted. Part in italics will be added. 10.2 9(a) Proposal not accepted, as it leaves out “and that the WORK will be free from defects”. 10.2 (b) Proposal not accepted.

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		<i>demobilisation from the WORKSITE.</i> <i>The times detailed in the Daily Project Report, as agreed between CLIENT and CONTRACTOR VESSEL REPRESENTATIVES, are the basis for invoicing. Any disputed times are to be noted as such in the Daily Project Report and are to be agreed between CLIENT and CONTRACTOR prior to completion of demobilisation.</i> 10.2 (c/d/e): Please delete these sections. 11.1: Please change "issue instructions" in "make a request". Please delete the words "<i>upward</i>" in this section. Please see new wording for this section: "When submitting a quotation, the CONTRACTOR shall not seek to impose terms and conditions that are either more detailed or more stringent than the original terms and conditions, <i>unless it [is] reasonable to do so under the circumstances as supported by evidence or with the CLIENT's consent.</i>" Please delete section "Should any new...agreed fee." 11.2: Please delete section "The CONTRACTOR...by CLIENT." 12.4: Please see new wording: "<i>Save that a Force Majeure occurrence shall affect the CLIENT'S obligation to make payment on the due date of all sums which are or become due to be paid to the CONTRACTOR as expressly provided in the CONTRACT, subject to clause 12.6 below no payments of whatever nature shall be made in respect of a force majeure occurrence.</i>"	Not agreed to delete 10.2 (c) and (e), 10.2 (d) has already been deleted. 11.1: Not agreed. Not agreed to delete the word "<i>upward</i>". Proposal to add sentence in italics is accepted. Deletion of section: "Should any new...agreed fee," not accepted. 11.2 Deletion not accepted. See question 44 also. 12.4 Proposal not accepted.
75.	Annex 6 Section IIa Part 3	12.6: Please see new wording: In the event that the situation of force majeure exceeds 7 days, CONTRACTOR shall be allowed to demobilize from the WORKSITE in order to fulfil other contractual obligations and a notification window will be agreed with CLIENT for remobilization. Should CLIENT not agree with the demobilization and/or notification schedule for remobilization, CONTRACTOR will remain on the WORKSITE and shall be reimbursed from the day that the situation of force majeure exceeds 7 days in accordance with the applicable rates until <i>the earlier of either the date on which the force majeure situation ends or thirty (30) consecutive days has lapsed at which point the CONTRACTOR shall be allowed to demobilize from the WORKSITE as set out above.</i> An extension of time shall be applied equal to the period of	12.6 Proposal for new wording in italics not accepted.

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		force majeure. 13.4: Please note that reimbursement shall be at standby rates. 13.7: Please see new wording: In the event of any suspension, the PARTIES shall meet within seven (7) day with a view to agreeing a mutually acceptable course of action during the suspension. 13.8: Please see new wording: If the period of any suspension not arising as a result of default on the part of the CONTRACTOR exceeds the period stated in Section I (CONTRACT) the CONTRACTOR may serve a notice on the CLIENT requiring permission <i>within twenty four (24) hours</i> from the receipt of such notice to proceed with the WORK or that part thereof subject to suspension. If within the said twenty four (24) hours the CLIENT does not grant such permission the CONTRACTOR, by a further notice, may (but is not bound to) elect to treat the suspension as either: 14.1: Could you please confirm monthly invoicing? 14.2: Please add: "...at its own cost, <i>or mutually agreed otherwise.</i>" 14.3 second section: Please see new wording: <i>Following completion of the whole of the WORK, the CONTRACTOR shall be entitled to receive payment on any invoice received by the CLIENT within thirty (30) days and in accordance with 14.6 below.</i> 14.5 second section: Please see new wording: <i>Each invoice shall be sent and received by email with a hard copy forwarded to the addresses specified in the CONTRACT.</i> 14.7: please see wording for first section: "...of the <i>reasons together with all supporting documentation</i> and request the CONTRACTOR to issue a credit note for the unaccepted part or whole of the invoice as applicable. The CLIENT shall be obliged to pay the undisputed part of a disputed invoice <i>within the specified [period] in clause 14.6.</i>" Please delete in the second section" If any...the dispute" Please see new wording for third section: The CLIENT may instruct an accountant designated by the CLIENT, as referred to in article 2:393, paragraph 1 of the Dutch Civil Code, to audit the invoices submitted by the CONTRACTOR to determine their accuracy. The CONTRACTOR will	13.4 Noted 13.7 Proposal not accepted. 13.8 Proposal not accepted. 14.1 Annex [6] section III Remuneration chapter 3 reads: "Applications for payment shall be at monthly intervals with the exception of the milestone mobilisation of vessel(s), equipment and personnel." 14.2 Proposal to add part in italics is accepted. 14.3 Proposal not accepted. 14.5 Not accepted. Invoice in hard copy is not necessary. 14.7 First part not agreed. It is uncertain whether there will always be 'documentation' available. But reasons should always be substantiated. Second part addition of "within the specified period": accepted. Not accepted. Proposal not accepted.

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		allow <i>information reasonably requested, taking into account the need to preserve sensitive commercial breakdown of margins, etc.</i> the accountant to inspect its books and documents, and will supply him with any information he requests. This audit is confidential and does not involve any more than is necessary to check the invoices. The accountant will report as quickly as possible to both parties. The CLIENT will pay the cost of the accountant's audit, 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 a reasonable contribution to the cost of the inspection. 14.9: Please amend to provide for 5% of interest. 14.11: Please see new wording: For the purposes of Clause 14.10 and elsewhere in the CONTRACT, wherever a PARTY is entitled to recover from the other PARTY any costs incurred, then the amount of such costs shall be the amount of costs <i>directly and reasonably incurred by the PARTY</i> resulting from the matter in question, but no element of profit.	14.9 Not accepted. Statutory interest rates apply. 14.11 Proposal for new wording not accepted.
76.	Annex 6 Section IIa Part 4	14.12: To be discussed: It would be normal for the Contractor, in a long term project, to have the right to suspend performance of the work and then to have the right to terminate in the event of <i>prolonged delay in making payment of undisputed sums</i>. 16.2: Please delete this section. 17.9: Please note that these rights are-> Copyright to pass upon payment being made for the WORK. 18.2: Please delete this section. 19.1 (c) Please note: Normal for each party to take responsibility for injury to/death/disease of own personnel regardless of fault. Please amend accordingly. 19.1 (d) Please note: This should be fault based (as 19.2 c). Please amend accordingly. 19.2 (b): Please see note above reg. clause 19.1 (c) 19.3: please see new wording: Except as provided by Clause 19.1(a), Clause 19.1(b) and Clause 19.4, <i>the CLIENT</i> shall save, indemnify, defend and hold harmless the CONTRACTOR from and against any claim	14.12 Not agreed. 16.2 This clause concerns physical property. This does not apply to this contract, therefore proposal to delete not accepted. 17.9 Not accepted. 18.2. Not accepted. See question 48. 19.1 (c) Not accepted. See question 49. 19.1 (d) This clause is inadvertently deleted from the compare version of the LOGIC, but is valid. Proposal not accepted. 19.2 (b) Please see answer to question 49. 19.3 Please see the answer to question 53.

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		of whatsoever nature arising from pollution emanating from the property of the CLIENT arising from, relating to or in connection with the performance or non-performance of the CONTRACT. 20.2 (c): Please delete this section, not applicable 23.7: Please delete this section, not applicable 24.4: To be discussed: Termination compensation for early/no fault cancellation should be paid, the amount to depend upon the time at which notice to terminate is given. 29.6: Please change fax in e-mail 29.6. (b): Please see new wording: if sent by email, on the first working day at the recipient address following the date of sending; 29.6.(d) Please delete this section 30.1 (a) Please see new wording: Subject to the CONTRACTOR having used all reasonable endeavours to complete the WORK and to comply with its obligations under the CONTRACT, the CONTRACTOR's total cumulative liability to the CLIENT, including any liability arising as a result of suspension under Clause 13 and/or termination under Clause 24 arising out of or related to the performance of the CONTRACT shall be limited to <i>100% of the CONTRACT PRICE</i>. 30.1 (b) Please see new wording: After the date of completion of the WORK, the CONTRACTOR's <i>total cumulative liability to the CLIENT</i> arising out of or related to the performance of the CONTRACT shall be limited to <i>100% of the CONTRACT PRICE</i> CONTRACT PRICE. 36: Please see new wording: If the CONTRACTOR discovers any discrepancy, ambiguity or contradiction between various parts of the CONTRACT, or any error or omissions, it shall immediately inform the CLIENT REPRESENTATIVE in after which a mutual agreeable solution between CLIENT and CONTRACTOR shall be decided by the PARTIES. 38: Please see new wording: The CONTRACTOR represents that it is fully experienced and knowledgeable about applicable Dutch statutory	20.2 Deletion not accepted. 23.7 Section does not apply to the Contract, but there is no reason to delete it. 24.4 Contracting authority sees no reason for amendment or discussion. 29.6 Formal letter is required. E-mail is not sufficient. 29.6 (b) Not accepted. 29.6 (d) Not accepted. This section has been intentionally added and will not be removed. 30.1 (a) Not accepted. See the answer to question 32. 30.1 (b) Not accepted. See the answer to question 32. 36. <u>Not</u> acceptable to leave out the last part of the clause: "Any WORK knowingly performed after such discovery, until authorised in writing by the CLIENT, shall be at the CONTRACTOR'S sole risk and expense." 38. Proposal to add the words in italics is accepted.

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		requirements <i>which at the date of entering the CONTRACT apply</i> during the term of the CONTRACT and will keep itself informed of their requirements and those of their successors relating to offshore geophysical and geotechnical surveys and the use of survey vessels 41: Weather can be provided every 12 hours 42 (a) Please see new wording for second section: If, other than through Force Majeure, the CONTRACTOR is permanently unable to perform the WORK as agreed [...] within the relevant dates mentioned in in Clause 42 (a), then the Liquidated Damages will be payable in full taking into account the cap specified in Clause 42 (e) and CLIENT shall be entitled to terminate the CONTRACT under Clause 24.1(b). 42 (b) (iii) the right to terminate the Contract.	41. Proposal accepted. 42 (a) Not agreed to delete the passage "or it is foreseeable that CONTRACTOR will not be able to achieve the COMPLETION DATE" 42 (b) (iii) This is already in the Logic Conditions (but layout is messy).
77.	Annex 6, Section IV Scope of work Lot 1 + Lot 2	What data will be available for GT contractor (LOT 1 and LOT 2) from the NWWFZ geophysical campaign (sensors, spread, coverage of GT area). In addition, what is the time frame for delivery?	CLIENT is planning to sail a number of priority lines in NWWFZ Investigation Area to provide GT contractor (LOT 1 and LOT 2) with geophysical data. Survey data provided by means of the priority lines will not be delivered for the entire survey area. CLIENT aims to deliver two (preliminary) processed data sets for these priority lines: - One data set will contain data from a seabed survey and hold processed data for MBES, MAG and SSS for the IA NWWFZ priority lines (single line pass over sample locations). - One data set will contain 2D stacks from priority acquisition within a 3D UHRS campaign (at sampling location displaying full depth of interest, with preliminary processing applied to 2D stacks) for the IA NWWFZ priority lines. CLIENT will provide GT contractors with data for the priority lines by the middle of April 2023 (see SoW). All geotechnical locations will be positioned on the available data described above. If the described data delivery as above is not deemed satisfactory for clearance of sample locations (e.g. UXO clearance / geohazard clearance), GT contractor should include mitigation in offered price.

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78.		It was noted that the amount of client requested port calls between Annex 4b IJv V2 and Annex 4b IJv V3 has been <i>increased from 3 to 4</i> times. Can you explain the situations whereby the client requests a port call.	Annex 4b calculates the Client Requested port calls based on the cycle times provided by the Tenderer. The calculation returns 1 port call for every two weeks offshore. An example of a situation when Client could request a port call is to change Offshore Client Representatives in cases where this cannot coincide with scheduled port calls.
79.	Annex 2a - Core Competency 4 value thresholds	It seems that the minimum value for Competency 4 is mixed up in Annex 2a. It is extremely hard to find boxcore projects with a value over 500,000 and one would expect that Competency 4 would have the same minimum value as competency 6 (i.e. 100,000). Could you possibly lower the threshold for Core Competency 4.	Agreed - Core Competency 4 should have a minimum value of € 50,000.-, not € 500,000.- as stated in Annex 2a. The Contracting Authority also decided to lower the minimum value for Core Competency 6 to € 50,000.— Annex 2a has been amended accordingly.
80.	Annex 6 Section IIa Part 5/5	Please add 4.11: "The CLIENT acknowledges that the interpretation of geotechnical, geophysical or other data is a matter of opinion on which professionals may differ. Accordingly, the CLIENT agrees that, to the fullest extent permitted by law, the CONTRACTOR has no liability to the CLIENT for any loss or damage suffered or costs incurred by the CLIENT arising out of, or in connection with, the data or the CLIENT's use of the data or from decisions made by the CLIENT based on interpretations of the data." This is a new wording for the new 4.11 clause, please ignore the proposed wording in the previous question Annex 6 Section IIa Part 1/5	Proposal not accepted. Noted.
81.	Annex 6 - Section II Conditions of Contract	Clause 32.2 Please explain the use of the Third Party definition and the reference to "any 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	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 temporary hire of CLIENT, or <i>any party which is not a member of the</i> CONTRACTOR GROUP; (part in italics added) The Conditions of Contract will be amended accordingly, also for future use.
82.	Tender Document 5.2.7	There seems to be an error in the method for calculating the score for the price of Lot 1 Investigation Area HKWWFZ: P lower than € 1,200,000: score = 0 points; P higher than € 2,500,000: exclusion of the Tender. However the price range for scoring calculation is between €	This is indeed an error. The correct price range used for calculation of the score of the price criterion for Lot 1 IA HKWWFZ is between €1,200,000 and €2,500,000.- , as also stated in Annex 4a. (For price range Lot 2 and calculation of score please refer to the Memorandum of Information dated August 8, 2022).

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		1,300,000 and € 2,000,000 and therefore different. For clarity, what price range is correct?	