

Memorandum of Information Tender Document 'Geophysical Survey Nederwiek Wind Farm Zone, 3D-UHRS Survey 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_3D-UHRS_20220906_RVO_GP_Annex 3_Quality_KPM_TeamComp_Vessel_F03
- Annex 4: NW_3D-UHRS_20220906_RVO_GP_Annex 4_Cycle_Times_and_Prices_Rates_F02
- Annex 6: NW_3D-UHRS_20220908_RVO_GP_Annex 6_Section IIa_Conditions_of_Contract_F2
- Annex 6: NW_3D-UHRS_20220908_RVO_GP_Annex 6_Section IIb_CoC-Compare V2

No.	Subject	Question	Answer
1	tender document - 3.5.3	Is it correctly understood that "eligible to receive payment for part of its fuel costs" is to be read as "additional payment" and contractor is to include fuel costs into the price/rates all-inclusive as per 3.5.2	This is correct.
2	Annex 3	It appears that the yellow fields in file NW_3D-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 Tendered that allows tenderers to edit the correct cells.
3	Annex 4	It appears that when selecting the sensors under line 12 in the document NW_3D-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 change this. Would you be able to send a revised version that makes it possible to select MBES?	The error is corrected A new version of Annex 4 is available on Tendered. Once a sensor is selected the MBES check box will automatically be selected, as this is a minimal requirement.
4	tender document - social return	3.9 Requirement relating to social return states: "the pilot project has a wage bill of approximately 2 percent". Can you please clarify the term "wage bill" - the amount paid	RVO will stick to the requirement that 2% of the wage costs of the assignment should be allotted to the social return pilot project. Please note that these are the wage costs of the main contractor and any subcontractors. RVO will not use the contract value, because a large

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		in wages by an employer to employees - in this respect. the combination of a "free form pilot" and direct relation to employer/employee relationship limits the possibilities and optimal outcome substantially. Is it acceptable to work with presumption that the pilot project budget is to be in order of 2% of the contract value?	part of the contract value is used for fuel and the use of ships. Therefore RVO considers it disproportionate to use 2% of the contract value.
5	SOW aims of geophysical survey	For NW Zuid both a comprehensive interpretative report and preliminary zonation are expected. There are no expectations defined for NW North. Is it correctly understood that for NW North only the bathymetric and sub-seabed datasets are required and no interpretation?	This is correct, but data will need to be processed and able to be uploaded into interpretation software (e.g. into KINGDOM). However no interpretative report or further interpretation is required. See text of SoW (section 2.5.1) for further elaboration. The contractor needs to be able to demonstrate that data set(s) are consistent and that the sets are capable of loading into an interpretation software program (e.g., KINGDOM).
6	Priority lines and co-creation with 2D-UHRS tender	Can you please elaborate on the element of co-creation in conjunction with the other seabed / 2D-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.
7	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	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

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		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 COMPANY which was paid to CONTRACTOR for acquiring the WORK that is defective."	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 COMPANY which was paid to CONTRACTOR for acquiring the WORK that is defective."
8	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] 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?	Proposal not accepted.
9	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.
10	Annex 6 Section I	We are referring to the Draft CONTRACT, Clause 6.1 (Defects Liability Period). Are you	Proposal not accepted.

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	Draft CONTRACT	in a position to change the Defects Liability Period from two (2) years to one (1) year?	
11	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.
12	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 <i>comparable</i> duty of confidentiality on its personnel and guarantees that they will fulfill it."	Proposal not accepted.
13	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.
14	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.
15	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.	Proposal not accepted.

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		IS RVO in a position to the keep the original wording as defined in the LOGIC contract?	
16	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
17	Annex 6 Section IIa Conditions of Contract	We are referring to Clause 12 of Annex 6 Section IIa Conditions of Contract (Force 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.	Proposal not accepted.
18	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.
19	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

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20	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).
21	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 of Conditions of Contract (Patents and other Proprietary Rights) has already been sufficiently written out and does not require further explanation/explanation of terms.
22	Tender document	Is the deadline to provide Letter of Confirmation of availability of personnel, vessels and equipment from 11 November, 2022 up to and including 3 December 2022?	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) Wednesday 26 October, 2022.