Memorandum of Information European Tender 'Geotechnical Survey at the Nederwiek Wind Farm Zone' reference 202212068/ WOZ2230070/WOZ2230071

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In this Memorandum of Information, the Contracting Authority provides answers to the questions asked and remarks posted in the context of the above-mentioned Tender Document. This Memorandum of Information forms an integral part of the Tender Document.

Please note: Annex 3b has been revised. Please make sure to use the latest versions when submitting a tender.

nr.	Lot	Subject	Question	Answer
1	Lot 2 Borehole campaign/laboratory testing	Annex 6 Section IV - Scope of work	Section 1.4 Separate borehole locations report. Can you clarify link with Section 2.8 'geotechnical borehole report'. We read that two borehole reports are required for Lot 2: (1) borehole locations report and (2) geotechnical borehole report.	If the optional scope for a sub-station is activated then two reports like described in Section 2.8 will be required: One report covering only the locations considered relevant for the substation (and to be shared with the substation developer) and one report covering all locations (as the substation locations are also relevant for the generation of the ground model covering the entire IA) and to be shared with the GM Contractor. Note that for the substation scope only a borehole locations report (like described in Section 2.8.8) is required, no additional cyclic testing report (as described in Section 2.8.9) is required.
2	Lot 1 Seabed CPTs and vibrocores	Annex 6 Section IV- Scope of work	Section 1.10 - Table 2 Responsibilities for 'test conditions' for vibrocores and standard laboratory tests are not mentioned, only for advanced tests. Please clarify.	"Test conditions" will be provided by Client / GM contractor. The test condition sheet is to be provided and pre-filled with the soil data (e.g. sub samples) by LOT 1 / LOT 2 contractor.
3	Lot 1 Seabed CPTs and vibrocores	Annex 6 Section IV - Scope of work	Section 2.1 Seismic cone penetrometers including pore pressure sensor are requested. Does this mean that pore pressure dissipation tests are not only required in PCPTs, but may be performed during SCPTs as well? Please clarify.	No, RVO tends to conduct dissipation testing only as part of the PCPT testing. The request for seismic cones with pore pressure sensor is only to ensure that at SCPT locations, RVO acquire, next to seismic velocities, the same set of data as acquired at PCPT locations (cone resistance, sleeve resistance, pore pressure and derived parameters).

4	Lot 1 Seabed CPTs and vibrocores	Annex 6 Section IV - Scope of work	Section 2.2.2 "CONTRACTOR shall have sufficient length of CPT rods mounted within the seabed unit to physically achieve at least 25m corrected vertical penetration including allowance for rod deviation from vertical." Is '25 m' correct? Please clarify.	Yes, 25m is correct. RVO wants a guarantee that the capability of reaching minimum 25m depth BSF. However the desired/target depth is 60m BSF, such the closed the CONTRACTOR is able to get to the target depth the better.
5	Lot 1 Seabed CPTs and vibrocores	Annex 6 Section IV -Scope of work	2.2.2 "Perform vibrocores at selected locations to obtain a minimum of 3m recovery below the base of the seabed (using 6m core barrel) for the purpose of subsea electrical cable design" May it be assumed that a target depth of 6 m applies? Please clarify.	Yes, target depth/ recovery is 6 m.
6	Lot 2 Borehole campaign/laboratory testing	Annex 6 Section IV- Scope of work	Section 2.2.3 Type III borehole. Please clarify 'continuous downhole PCPT' in case of (multiple) CPT refusals: we assume that the 0.5 m profile gap applies, please confirm/clarify?	Yes, in case of multiple refusals, "drill out to the next 0.5m" is acceptable.
7	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section IV- Scope of work	Section 2.2.3 Type IV borehole. Please clarify if 'continuous sampling' means that sampler penetrations must be continuous or that sample recoveries must be continuous.	Please also refer to Section 2.7.1 of the Scope of Work where these details are provided. In brief: gaps in between samples should not exceed 0.5m and there is a mandatory recovery of 80% in clays and 50% in sand.
8	Lot 2 Borehole campaign/laboratory testing	Annex 6 Section IV - Scope of Work /Annex 4 b	Section 2.2.3 It is mentioned that a unit rate for the optional logging work for the 10 boreholes to 60 meter (as mentioned in Annex 4), are required. Apart from the optional mobilization fee for downhole logging we can not find a unit rate for the PS logging or for the Density logging in annex 4. Do we need to include the actual fieldwork cost for the optional logging in the mobilization fee. Please advise.	Annex 4 b contains a mobilisation rate for the optional scope, item 1,3 and 1,4 (equipment and personnel). Field work for optional scope (PS logging or Density / porosity, spectral gamma logging) should be included in items 2.2 and 2.4. Those items include a operational day rate / stand by day rate for the base scope + additional works. An higher day rate can be proposed for the time the optional scope is executed.
9	Lot 1 Seabed CPTs and vibrocores	Annex 6 Section IV - Scope of work	Section 2.4.2 Settlement gauge must be installed. Please clarify: Section 2.5.6 indicates a preferred Reineck box corer; this box corer has no settlement gauge.	A settlement gauge is not applicable for the box corer and Vibrocore but will only relate to the CPT frame in Lot1, and the BH fame in lot 2.

10	Lot 1 Seabed CPTs and vibrocores	Annex 6 Section IV- Scope of work	Section 2.5.1 The referred ISO 22476-1:2022 has no accuracy classes. 'Cone penetrometer classes' are intended? Please clarify	Cone penetrometer class 1 (or "0", in case of soft soils)
11	Lot 1 Seabed CPTs and vibrocores	Annex 6 - Section IV - Scope of work	Section 2.5.1 Last sentence "to client along with digital", it seems text is missing; what "digital" is meant.	Correct this should be: digital data/ deliverables
12	Lot 1 Seabed CPTs and vibrocores	Annex 6 - Section IV - Scope of work	Section 2.5.5 In-situ sampling for archaeological characterization. Test is missing * Six vibrocores at NW WFZ 1A; and…." what should follow after "and"	the "and" is to be ignored. No text missing. 6 VC for NW WFZ IA planned for archaeological assessment.
13	Lot 1 Seabed CPTs and vibrocores	Annex 6 - Section IV- Scope of work	Section 2.5.5 Reference NEN 5104. This standard has been withdrawn in 2004. Can you clarify.	As indicated in Section 2.5.5, The vibrocores will be inspected by the specialist consultant at the GT CONTRACTOR's storage area. In that case the actual standards used are not relevant for GT contractor**.** In the unlikely case this is not possible, for example due to travel restrictions, Client requests the Lot 1 CONTRACTOR to conduct archaeological logging on the vibrocores (6 in total). As such, a line item, based on a meter rate, has been included in Annex [4a] to cover this task. NEN5104 is indeed replaced by ISO14688. If the parts where the SBB53 refers to NEN5104 are the same as in ISO14688, then both NEN5104 and ISO14688 can be considered equivalent and both can be used.
14	Lot 1 Seabed CPTs and vibrocores	Annex 6 - Section IV - Scope of work	Section 2.5.5 Text says that vibrocore liners should be 'described and tested at top/bottom,…'. However, in the next paragraph it says '…field tests at the base of each core liner segment shall contain the following:'. Should this also be top and bottom? Or top, which would be easier to do from a practical point of view?	In the field Top/Bottom descriptions of the soil type are required for each liner. For the lab testing (moisture content, density and strength testing in clay) top/bottom testing is still required for the uncut liner and then one test is sufficient where the liner is cut into sections.

15	Lot 1 Seabed CPTs and vibrocores	Annex 6 - Section IV Scope of Work	Section 2.5.5 Text mentions pipette as method for sedimentation (particle size distribution). Annex 4a mentions hydrometer. Pipette may indeed be preferable. Possibly just theterm Sedimentation shouldl be used in Annex 4. Please clarify.	All sedimentation methods (pipette and hydrometer) are acceptable.
16	Lot 1 Seabed CPTs and vibrocores	Annex 6 - Section IV Scope of Work	Section 2.5.6 Geotechnical PSD has to be executed by a geotechnical laboratory specifically in The Netherlands. It is stated that this needs to be quoted for, but in Annex 4a there seems to be no separate line item for this. Can you clarify.	1 Push liner requires a PSD according to geotechnical standards. That PSD test can be carried out by CONTRACTOR following the same standard as used for the Lot 1 laboratory testing. For the PSD there is no requirement that this PSD happens in the Netherlands. There is no specific line item in Annex 4a for this as RVO considers these PSD's as part of Items 3.11 or 3.12 or 3.18 in the bill of quantity.
17	Lot 2 Borehole campaign/laboratory testing	Annex 6 -Section IV - Scope of Work	Section 2.7.1 Borehole maximum depth of 80m. Please clarify, Section 1.4 gives a maximum depth of 100 m.	60 m will be the default for the boreholes, Section 2.7.1 relates to the request from the offshore client representative to increase the depth. In some (limited) locations the OCR can request to increase the BH depth to 80m doe BH type I, II and V. For BH type III (10 location) and type IV (2 locations) the maximum depth is 100m.
18	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section IV - Scope of work	Section 2.7.6 ASTM D5334-14 is historical. ASTM D5334-22a is the latest version. Please clarify.	Given that the "2022" is quite recent testing according to both versions are still acceptable.
19	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section IV Scope of Work	Section 2.7.6 ASTM D5311-13 has been withdrawn in 2022 without replacement. Please clarify which standard to use.	Noted. RVO still accepts cyclic triaxial tests executed according to the standard. Alternatively, RVO would accept in-house test procedures based on, or derived from, the ASTM D5311-13, BS1377: Part 8 or ISO 17892-9.
20	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section IV - Scope of work	Section 2.7.6 Text mentions pipette as method for sedimentation (particle size distribution). Annex 4b mentions hydrometer. Pipette is indeed preferable (possibly mention just sedimentation in Annex 4b. Please clarify.	see item 15.

21	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section IV - Scope of Work	Section 2.7.9 ASTM D5334-14 is historical. ASTM D5334-22a is the latest version. Please clarify.	Given that the "2022" is quite recent testing according to both versions will be considered acceptable.
22	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section Iv Scope of Work	Section 2.7.9 ISO 22007-2:2008 is historical. ISO 22007-2:2015 is the latest version. Please clarify.	Testing according to the 2008 and 2015 version will both be considered acceptable.
23	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section IV - Scope of work	Section 2.8.5 Positioning reports. Clarify the required contents of the positioning reports.	As part of the tender documentation there are no specific requirements as to the layout or content of a positioning report. The purpose of the document is to see "proof" of the position fix at the actual location. The position report is also considered the reference document for the co-ordinates of the actual investigation location.
24	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section IV - Scope of Work	Section 2.9 "Executing the (onshore and offshore) laboratory testing to the standards specified by the BRO (compliant with conventional international standards except for carbonate content, organic content testing, pocket penetrometer and torvane testing) with sample descriptions according NEN8991:2020". NEN8991:2020 is a national annex to the ISO standard for soil classification, i.e. 'NEN-EN-ISO 14688-2:2019+NEN 8991:2020 nl'. The national annex for soil description is NEN8990. Please clarify. Also, Soil description according to NEN8990:2020 deviates considerably from the international ISO standard 14688-1. Please clarify.	BRO compliance is important to RVO. Providing BRO compliant project data (and logs) is therefore an award criterion related to Project Documentation (PEP) and will increase the score for that item. Note that provision of logs according to the international ISO 14688 is still considered acceptable but not preferred.
25	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section IV Scope of work	Section 2.9 "Borehole descriptions according to NEN8990:2020 which is the national annex of the ISO14688-1". NEN8990:2020 is a national annex to the ISO standard for soil description, i.e. 'NEN-EN-ISO 14688-1:2019+NEN 8990:2020 nl'. Soil description according to NEN8990:2020 deviates considerably from the international ISO standard 14688-1. Please clarify.	BRO compliance is important to RVO. Providing BRO compliant project data (and logs) is therefore an award criterion related to Project Documentation (PEP) and will increase the score for that item. Note that provision of logs according to the international ISO 14688 is still considered acceptable, but not preferred.

26	Lot 2 Borehole campaign/laboratory testing	Annex 4b	Downhole logging We understand that downhole logging is optional in Borehole Type I or II. Can you clarify if both P&S wave logging and density /porosity and gamma logging are optional or possibly just one of them.	P-S logging and density / porosity and spectral gamma logging are optional scope items, both options are to be priced by TENDERER in annex 4b. Before vessel mobilization (once RVO provided the BH plan or Lab strategy) RVO will decide if and what type of the optional logging is required, this can be both. Please note, that P-S logging could also be performed in Type IV boreholes (cf. Annex 6, Section IV).
27	Lot 2 Borehole campaign/laboratory testing	Annex 4b	Optional scope day rate: The optional scope day rate refers to the optional platform boreholes (as the timing seem to link to the durations for BH type III and IV) and not the optional logging scope. Can you confirm/clarify.	Not correct, the optional scope day rate relates to the logging. please see note IV.1 in annex 4b. For the Tender price calculation it is assumed that 10% of the time is executed with the optional logging scope and 90 % of the time is executed on the base scope. please see also item 8.
28	Lot 2 Borehole campaign/laboratory testing	Annex 4b	The optional logging scope has to be quoted as unit rates, should this be added to the mob/demob fee as we do not see any other place with unit rates for this optional scope. Can you clarify	Please see item 27, the day rate including optional scope is applicable for the time that the personnel and equipment for this optional scope is onboard of the vessel. This shall include the unit / usage rates based on the quantities as per Annex 4b. CONTRACTOR shall schedule its works such that optional scope equipment (when option is used) is not required to be onboard during the entire duration but will schedule the locations efficiently.
29	Lot 2 Borehole campaign/laboratory testing	Annex 4b	How should the additional time required for the optional logging be allocated to the Type I and Type II boreholes. Should this be split between PS logging and density logging or added both. Can you clarify.	An average time for a BH shall be calculated by the tenderer and included into the duration for the boreholes. It is assumed Tenderer will use an average time for BH without and BH including P-S logging, density / porosity and spectral gamma based on the quantities as provided in annex 4b.

30	Lot 2 Borehole campaign/laboratory testing	Annex 4 b	Should the additional cost for the logging tools for the optional scope be included for the full fieldwork duration or will the 10 boreholes be selected separately and if so at what moment will these boreholes be selected. Can you clarify.	Please see item 28. It is the aim to select the location on the results of the LOT 1 campaign and prior to the start of the LOT 2 or at the beginning of the LOT 2 campaign. As such the (optional) locations will be known before mobilisation and CONTRACTOR can schedule its work accordingly to minimize the time the equipment and personnel is required to be on board.
31	Lot 2 Borehole campaign/laboratory testing	Annex 4b / Annex 6 Section IIIb Remuneration Schedule	We assume that with the "RVO requested port calls' the 28 day rotation port calls are meant (amounts are linked to fieldwork duration), that are mentioned in the Renumeration Schedule (section 4.2) as standard port calls which need to include transit from/to site/port call time and port call cost. This is thus a standard general port call and not specifically on request by RVO only. Can you confirm.	Confirmed for lot 2. The vessel endurance should be sufficient to only require a port call from the Contractor once in 28 days. Crew changes should be aligned accordingly such the Contractor will allow not more than once in 28 days to go to port in normal conditions. The Client will align OCR crew changes with those port calls as much as possible. the port calls include transits from and to site and all associated port call costs & vessel (inc equipment) cost & time.
32	Lot 2 Borehole campaign/laboratory testing	Annex 4b	We note that although the port call costs are calculated the port call durations are not added to the time scale. Where should this time be incorporated.	Noted, As duration of port calls (incl transits) is unknown by the client no provision is made. For majority of the deliverables there is the flexibility for the TENDERER to provide an own date (not linked to the offshore completion date). Delays in the fieldwork due to durations of port calls can be included by TENDERER in those proposed dates. The port calls are not used in the limit for offshore completion date requirement (before 1-10-2024) in annex 4b.
33	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section IIIb - Renumeration	Section 2.6 Contract Price, we understand that the Contract Price is paid on a day rate basis. How can the CONTRACT PRICE be the total fixed price. If for instance weather conditions are unfavourable the CONTRACT PRICE may vary. Can you clarify.	The operational costs as calculated in annex 4b for operations, weather and port calls are considered the budget to execute the planned scope. If weather is unfavourable this means more of the operational budget will go to weather costs and less to operational costs / days . This can result in the situation where the budget is consumed before the scope being completed 100% and as such the offshore works will end.

34	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section IIIb - Renumeration	Section 2.11 In the list of included cost it is stated that port calls should be included. However a separate cost item for port calls in the contract is included as separate unit rate. Can you clarify	For lot 2 - Annex 4b there is a price item for the port call (including transit from and to site). However the priced item for port calls in annex 4b are to include all relevant costs for this port call including items such as personnel and equipment change outs.
35	Lot 2 Borehole campaign/laboratory testing	Annex 6 Section IIIb - Renumeration	Section 2.11 Line item (x) seems to imply that RVO representatives move from land to the marine vessel by transfer vessel and these cost need to be included in the day rates or the port call cost rates. Can you clarify.	This is not correct. Client representatives will be mobilised / changed during the port call (and in port). Client expects a port call approx. each 28 days and will align OCR rotation accordingly. Contractor shall include costs for OCR crew change-out in port during the port call but there will be no requirement for the contractor to arrange a transfer vessel to change out the OCR.
36	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section IIIb Renumeration	Section 2.14 This clause seems to imply that BH drilling and logging will be charged separately, we assume that this does not apply for a day rate contract. Can you clarify. How and where the cost and time for the optional logging should be allocated for in Annex 4b.	Costs and time for optional scope including logging will be on the day rate including option scope (line item 2,2 of Annex 4b). Therefore time and additional costs can be included with as separate day rate for the boreholes including the logging compared to the boreholes excluding optional scope.
37	Lot 1 Seabed CPTs and vibrocores,	Annex 6 - Section IIIb - Renumeration	Section 2.15 Can you explain how dissipation tests are charged separately and against what time. We need to know the total amount of dissipation tests, in what type of BH they will be executed and the time per borehole/test to assess the total duration of a borehole.	The technical requirement for dissipation testing is 50% pore pressure dissipation and the dissipation test can be aborted when that stop criterion is reached. The duration of each test can therefore vary considerably and that is why we request to budget for a total duration. That duration is then the time during which the CPT push is interrupted and the pore pressure variation is measured. That time is to be cumulated over all dissipation tests executed and dissipation testing will be stopped when the cumulative time over all tests approaches 34hrs (i.e. the duration specified in Annex 4a). Typically RVO target silty sands where 50% dissipation is generally reached in 800 to 1200sec. Therefore Item 3f in Annex 4a allows for 34hrs and this will likely lead to approximately 34 dissipation tests being executed randomly distributed over the PCPT locations.

				Which locations and at what depth a dissipation test will be executed will be defined in the field by the RVO client representative.
38	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section IIIb - Renumeration	Section 4.2 It is stated that the CONTRACTOR shall perform offshore activities as per CLIENT instruction until the budget is consumed or the client scope is completed (whichever comes first). So this means that if, for example, worse weather conditions are encountered, the scope will be diminished and the total fieldwork time including weather downtime, port calls etc. is a fixed period. Can you confirm.	This is partly correct. It is true that in case worse weather conditions are encountered the scope will be diminished a bit as it is a fixed BUDGET. But it is not a fixed PERIOD, as the Waiting on Weather day rate might be less than the Operational day rate. Therefore there can be a small deviation in the project duration if different rates are applied. See item 33. the scope can be reduced for budget purposes. The same as when the project scope is completed before all the budget is consumed (for example when weather is better than budgeted).
39	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section IIIb - Renumeration	Section 4.2.1 Could you explain how the following mechanism works: If CONTRACTOR is unable to execute the work within the by contract proposed operational performance (durations) the operational rates can be adjusted pro-rata to the actual performance.	if Contractor is proposing an unrealistic operational performance during the tender and therefore artificial lowers the price for the tender, and during operation the actual AVERAGED durations (operation performance) turn out to be much wors as proposed during the tender. In this event operational performance of the contractor is ''much'' less than offered and due to the day rate contract there is a severe impact on the output data. In this event the CONTRACTOR is considered fulfilling its proposal and Client can request apply a pro-rato performance on the vessel operational day rate.
40	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 7 SPA	Section 4.2 It appears that the hyperlink points to IJV website section instead of NW.	Noted, The correct Nederwiek page can be found through the website: https://offshorewind.rvo.nl/ and using the tabs to select the Nederwiek Wind Farm Zone.
41	Lot 2 Borehole campaign/laboratory testing	Annex 3b - Vessel options	In Annex 3b it appears that only 2 vessel options can be given, we would like to request to possibly extend this to 3 vessel options.	Declined. It is considered inefficient in relation to the amount of Boreholes and associated costs (e.g. additional mobilisation costs) to have more than 2 vessels executing the scope.

42	Lot 2 Borehole campaign/laboratory testing	Impact of Weather on Price Cap	What is the impact of weather on maximum price calculation?	For lot 2 the operational limits of the vessels and the proposed dates are used to calculate the expected weather downtime. The total maximum price will not change based on weather but the amount of weather days that are to be budgeted (are used in the total contract price calculation) will change. In short: if the vessel limitations are less favorable more weather days are calculated and will be used in the price calculation, such vessel day rate should be less to have the same total price. With regards to actual weather and budgeted weather reference is made to question 33.
43	Lot 2 Borehole campaign/laboratory testing	Oversampling	With reference to document NWN_20230324_GT_Annex 6 Section IV Scope of Work_F01 - Section 2.7.3 - How do RVO envisage that oversampling gets billed?	Sampling can only be billed by means of the vessel day rate / operational durations. If additional sampling is requested it is assumed that additional time is required. If additional costs are made due to higher total sampling amount as per Annex 4 a Variation order is to be proposed once the request is raised by the CLIENT justifying the additional costs.
44	Lot 2 Borehole campaign/laboratory testing	Contract - limitation of Liability	Will COMPANY accept limitation of liability at 100%?	Proposal not accepted, limitation of liability will be adjusted in the final Contract to: The following clauses will be added to the final Contract for each Lots: 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 in total to 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 in total to 100% of the CONTRACT PRICE. The total aggregate (30.1 (a) + 30.1(b)) liability is 150% of the CONTRACT PRICE

45	Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 4b_Lot2_F01	Are Items 2.7 and 2.8 in BoQ related to Replenishment Port Calls and not Client Requested Port Calls? Or are RPCs to be included in mob/demob?	Please see answer question 31
46	Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 4b_Lot2_F01	If weather goes beyond forecast expectations, necessitating additional RPCs, will these be reimbursable using the rates at 2.7 and 2.8 in the BoQ?	Yes, this is confirmed as long they will respect the 28 day endurance or the port call is approved by the CLIENT upfront such it can be used efficiently. If a port call is used to shelter for weather (in agreement with the client) the costs will be reimbursable on the weather standby rate and not considered a port call.
47	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section 1 - Draft Contract	Clause 6.1 . Could you please amend Defects Liability period to 12 months (from completion)	Proposal not agreed.
48	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section 1 Draft Contract	Clause 6.2 Please confirm that the 14 days will be paid standby days (if the suspension is not caused by CONTRACTOR)	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.
49	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section I - Draft Contract	Clause 6.8 Could you please delete the penalties for breach of confidentiality.	Proposal not agreed.
50	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Contractors General Obligations Clause 4.4 please delete: "or, where no such purpose is defined, fit for its ordinary purpose."	Proposal not agreed. 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.

51	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Contractors General Obligations Clause 4.6 Please include at the end: "CONTRACTOR shall not be responsible for delays incurred due to providing such reasonable access. Furthermore, the CLIENT shall give to the CONTRACTOR non-exclusive right of access to the WORKSITE and possession of part of the WORKSITE under the control of the COMPANY as required for the good and proper performance of the WORK and the remedying of any defects, in accordance with (but subject always to any WORKSITE usage restrictions) set out in the PROGRAMME. If the CONTRACTOR incurs delays which are not due to the CONTRACTOR GROUP, the CONTRACTOR shall be entitled to an extension of the KEY DATES subject to the submission of its claim in accordance with Clause 11."	The final Contract 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. The CLIENT is not in the position to grant or deny access to the WORKSITE. It is up to CONTRACTOR to arrange the North Sea Activity with the coastguard and other possible authorities to schedule the activities to limit the interference with other parties. This request is not accepted as this is CONTRACTORS responsibility.
52	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II - general Conditions of Contract	Contractors General Obligations Clause 4.8 Please include at the end: "In no event shall the CONTRACTOR be liable for the location, recovery or removal of any geotechnical or environmental sampling or testing equipment, or parts thereof, used for the WORK, such as drill pipe, cones, rods, leads and barrels, that the CONTRACTOR loses or abandons due to it becoming stuck, or otherwise lost, below 0.5 meter of the seabed during ground penetration, sampling or testing operations. However, the CONTRACTOR shall provide the COMPANY with whatever information is available on the location, or last known location, of such equipment. Should local or national regulations require removal of such equipment, or parts thereof, then the CLIENT shall be responsible for all associated activities."	Proposal not accepted. Please see the Scope of Work for all the details.

53	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Contractors General Obligations Clause 4.9 Please include at the end: (…), for the cost and account of CLIENT.	Proposal not accepted.
54	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section II Conditions of Contract	Assignment and subcontracting Clause 8.1 (a) "Please replace by: The CLIENT shall neither assign the CONTRACT nor any part of it or any benefit or interest in or under it without the prior approval of the CONTRACTOR, which shall not unreasonably be withheld or delayed."	Proposal not accepted.
55	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Examinations and Defects Correction Clause 10.2 (a) Please delete: ", and that the WORK will be free from defects." "Defects" is not defined in the contract.	Proposal not accepted.
56	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Examination and defects correction Clause 10.2 (b) Please add at the end: "For the avoidance of doubt, CONTRACTOR's liability to reacquire data or rectify defective WORK offshore 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 onshore remedying of defects, meaning the re-analysis of data and re-issuing of reports"	Proposal not accepted, but Please the answer to question 57.

57	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Examinations and defects correction Clause 10.2 (c) Please include at the start: "Subject always to clause 10.2 b (no obligation for CONTRACTOR to remedy defects offshore after departure from the offshore WORKSITE)"	Proposal not accepted. Your proposal will be amended in the final Contract with the following addition: This does not apply when CONTRACTOR decides to leave the side but only when CLIENT granted departure of the SITE, as Completion of the scope and does not remove the requirement to remove any items dropped onto the seabed that has been identified before departure
58	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Examination and Defects Correction Clause 10.2 c (second one) It appears that there is a typo: the second clause 10.2 C should be clause 10.2 D (and so on). Please include at the start of this second clause c: "Subject always to CONTRACTOR's right to get a reasonable opportunity to rectify defects and/or non-compliances, "	This omission with two 10.2 c will be rectified.
59	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Examination and Defects Correction Clause 10 (e) Please include between "a" and "time frame" in the first sentence: "reasonable"	Not agreed. The Tendering Authority does not want to make it a possible point of discussion whether or not a term/period is reasonable in the eyes of the Contractor. The Contractor must trust that the work can be carried out within the period set by the Tendering Authority.
60	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Variations 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 agreed.

61	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contracts	Variations 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", 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"	Both proposals not agreed. With regard to the second proposal. If applicable, the Contracting Authority will observe all reasonableness in the event of a settlement of less work.
62	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Force Majeure Clause 12.2 (d) Please include between "explosion" and "and/or": ", named storms, hurricanes"	Declined named storms are not considered force majeure, Hurricanes are included as force majeure.
63	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Force Majeure Clause 12.2 (g) Please replace by: Pandemics, epidemics or any governmental or local restrictions resulting from the COVID 19 epidemic.	The Contracting Authority amends the final Contract for clause 12.2 (g) (conditions of Contract) as follows: "Governmental or local restrictions resulting from the COVID 19 epidemic".
64	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Force Majeure Clause 12.4 "Please include at start of clause: "Subject to clause 12.6 and"	Proposal not agreed. The Contracting Authority does not immediately see the added value of the proposal. After all, pursuant to Article 12.6, the Client pays the bill under the conditions set in this Article.
65	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Clause 12.7 (new) Please insert new clause as follow: In the event the situation of force majeure exceeds 30 days, both PARTIES shall have the right to terminate the CONTRACT with 14 days prior notice.	Proposal is agreed. Pleas keep in mind clause 24.5 of the Conditions of Contract. This adjustment will be made in the final Contract.

66	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Suspension Clause 13.9 (new) please include a 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 agreed.
67	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Terms of Payment Clause 14.7 Third paragraph: Please include new sentence after first sentence as follows: "CLIENT shall provide CONTRACTOR two work days prior notice of such audit, specifying the documents it wishes to audit."	Proposal is agreed. This adjustment will be made in the final Contract.
68	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Terms of Payment Clause 14.12 Please delete following phrase: "on account of the CLIENTS's failure to pay an invoice within the stipulated time limit, or"	Proposal not agreed.

69	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Taxes and Tax exemption certificates Clause 15.7 Please reinstate wording 15.7 as follows: The CLIENT shall save, indemnify and hold harmless the CONTRACTOR against all levies, charges, contributions and taxes of the type referred to in this clause 15 and any interest and penalty theron which may be assessed by any appropriate governemental authority whether of the Netherlands or elsewhere, on the CLIENT in connection with the CONTRACT and from all costs incurred in connection therewith, other than those taxes and other matters referred to above which the provisions of the clause 15 will allow CLIENT to recover from the CONTRACTOR.	Proposal not agreed.
70	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section IIConditions of Contract	Taxes and Tax exemption certificates Clause 15.8 (new) Please insert new clause as follows: Any change in tax law which occurs after the date of signing this CONTRACT and which results in CONTRACTOR incurring increased costs under this CONTRACT will be fully compensated by CLIENT. CONTRACTOR shall provide evidence of such cost increase.	Proposal not agreed. In the exceptional case such a situation arises, the parties will consult to find a solution.

71	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Laws and Regulations Clause 18.2 Please replace clause by following new clause: "The CONTRACTOR shall obtain all licenses, permits, temporary permits and authorisations required by the applicable laws, rules and regulations for its own personnel and equipment, save to the extent that the same can only be legally obtained by the CLIENT. 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 foregoing. The CLIENT shall obtain all other licenses, permits, temporary permits and authorisations required by the applicable laws, rules and regulations for the performance of the WORK, save to the extent that the same can only be legally obtained by the CONTRACTOR. At the request of the CLIENT, the CONTRACTOR shall without undue delay endeavour in every reasonable way to assist the CLIENT obtain any license, permit, temporary permit or authorisation required in relation to the foregoing"	Proposal not. Client will take care of obtaining the licenses and permits that can only be requested by Client.

72	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Indemnities Clause 19.1 (c) Please delete the first mention of: ", CLIENT REPRESENTATIVE or other temporary hires of CLIENT" as at the end of this clause third party is clearly defined to exclude 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. 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 includes offshore client representatives or other hires of CLIENT. This is not damage for which the CLIENT should be held liable.
73	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Indemnities Clause 19.2 (b) please delete: "and in so far CONTRACTOR is not liable according to clause 19.1 (c)"	Proposal not agreed.
74	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Indemnities Clause 19.2 (d) new Please reinstate LOGIC wording and include following sub-clause on third party infrastructure as this risk needs to be allocated to Client (this is industry practice and this risk should not lie with the Contractor): "loss of, damage to or recovery of any third-party infrastructure within 500m of the WORKSITE including but not limited to oil and gas facilities, pipelines, wind turbines, telecommunications infrastructure and consequential losses and pollution 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 agreed.

75	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Indemnities Clause 19.3 Please delete this clause, this is not acceptable. CONTRACTOR cannot indemnify the CLIENT for pollution emanating from CLIENT's property, this is CLIENT's risk (see standard knock for knock clause). CONTRACTOR's indemnity obligation regarding pollution should be limited to pollution emanating from CONTRACTOR's property which is already covered in 19.4. CONTRACTOR can only accept this one-sided indemnity in 19.4 (without a counter indemnity by CLIENT), as CLIENT has made it clear it has no property on site.	"the property of the CLIENT" will be replaced with "the property of the CONTRACTOR". This adjustment will be made in the final contract.
76	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Consequential Loss Clause 21. (first paragraph) In line 1 after "loss of 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 subcontractors of every tier or by third parties)"	Proposal not agreed.
77	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Confidentiality Clause 22.4 Please delete following phrase: "For the purposes of this Clause, "third parties" also refers to parties with an own legal entity, with whom the CONTRACTOR has a group relationship."	Proposal not agreed.
78	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II - Conditions of Contract	Termination Clause 24.2 Please insert following wording between "proceed" and "with action": "within a reasonable period as notified by CLIENT"	Proposal not agreed.
79	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole	Annex 6 Section II Conditions of Contract	Termination Clause 24.8 (new) Please insert new clause as follows:	Proposal not agreed.

	campaign/laboratory testing		"CONTRACTOR shall have the right to terminate the CONTRACT or any part thereof, for failure of the CLIENT to meet its payment obligations, provided that CONTRACTOR has informed CLIENT that amounts are overdue and CLIENT has failed to remedy that default within 30 days from the date of such notice of default."	
80	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section III Conditions of Contract	Limitations of Liability Clause 30.1 (a) The liability cap reference to clause 30.1 (a) and (b) is missing in Section I. As a liability cap of 1 to 3 times the contract value is unacceptable for Contractor on a contract of this size/value, the following is proposed: For Lot 1 a total liability cap of 100% of the applicable contract value for Lot 1 will apply. For Lot 2 a total liability cap of 50% of the applicable contract value for Lot 2 will apply. This would provide for a balanced risk profile and will prevent unreasonable risk exposure per Lot. Also please delete: "which shall be at least one time the CONTRACT PRICE, or in absence of such sum, three times the CONTRACT PRICE"	Please see answer to question 44.
81	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Limitations of Liability Clause 30 (b) There needs to be one total cap per Lot (Lot 1 100% and Lot 2 50%) of the applicable contract value per Lot (and no division between before and after completion). This needs to be a total aggregate and not "per event".	Please see the answer question 44.

82	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Limitations of Liability Clause 30.1 (second paragraph) Please delete ", or to any indemnity given by the CONTRACTOR under the CONTRACT"	Proposal not agreed.
83	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Condition of Contract	Limitations of Liability Clause 30.2 Period not specified in Section I, please specify limitation period.	The maximum period is limited to 20 years, unless another statutory shorter limitation period applies.
84	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Wrecks Clause 34 "Please include after ""The CONTRACTOR shall be responsible for the removal of, and when appropriate, the marking or lighting of, wreck or debris"" the following wording: ""up to a maximum of 0.5 meter below the seabed"" Please replace ""when such marking or lighting of is required"" with ""when such removal, marking or lighting of is required"" Please replace ""or where such wreck or debris is interfering with CLIENT operations"" with ""and where such wreck or debris is interfering with CLIENT operations"""	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.

85	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Failure of Contractors Equipment 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 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 agreed.
86	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Liquidated damages Clause 42.a Please add The LD's should be CLIENT's sole and exclusive remedy for delays under this Contract.	Proposal not agreed.
87	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Liquidated Damages Clause 42 (b) ii Please delete "(ii) the right to be compensated for damages" Please include at the end of sub (b): "Any Liquidated damages applied by the CLIENT for a delay shall be CLIENT's sole and exclusive financial remedy for such delay."	Proposal not accepted, because Client will not accept a limitation or restrictions to its rights under the Contract and Dutch Law.
88	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	Liquidated Damages Clause 42 (e) Please include after "CONTRACT PRICE" the following "for that respective Lot"	Proposal not agreed. A Contract is concluded per Lot.

89	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section II Conditions of Contract	GDPR New Clause 45 (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.	Proposal not agreed. Their will be no exchange of personal data.
90	Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 4b_Lot2_F01	We are aware that the schedule for LOT2 is tight with completion required before 01/10/24. Whilst we are aware that there is a maximum of 2 vessels, & that others have also asked similar questions, could we reserve the right to complete the scope on LOT 2 using three vessels at no additional cost to RVO if we prefer?	Please see answer question 41
91	Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 3b Personnel, Vessels and Equipment_Lot2_F01	Can we put forward CV's for personnel from our sister company that provide some of our marine crew?	Yes this is allowed,

92	Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 4b_Lot2_F01	Ref. 2.2.3 "In some of the Type I or Type V boreholes, selected downhole PCPTs may be replaced with downhole SCPTs. Any such replacements will be notified by the CLIENT OFFSHORE REPRESENTATIVE in advance of moving to the relevant borehole location;" - How are we to price these replacements?	TENDERER shall submit a vessel operational day rate that can be used for any works (within the scope) upon client instruction.
93	Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 4b_Lot2_F01	Ref. Annex 4b - how are the durations for items 2.2 and 2.4 calculated?	Please see the notes in Annex 4b column M for item 2.2 and please see answer question 27
94	Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 4b_Lot2_F01	Ref. Annex 4b - There are numerous #REF! errors in the hidden 'Remuneration Table' worksheet of Annex 4b - will this be corrected?	The hidden remuneration table is an error. This Remuneration table hidden in annex 4b will not be used.
95	Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 4b_Lot2_F01	Ref. Annex 4b - Item 2.4 - why is there no Weather standby time envisaged for the execution of the optional scope?	Because the optional scope is only to be conducted at 5 locations and therefore the optional scope items are not considered to be very time consuming.
96	Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 4b_Lot2_F01	Ref. Annex 4b - "A unit price is requested to carry out the following optional scope for a limited number of boreholes as stated in Annex [4b]:" There does not appear to be provision in the BoQ for a Unit Price, rather some undeterminable time allowance appears to have been made in Item 2.2 for the time allowed for this optional scope. How are we to reconcile this item against the time we feel should be allowed for this option? What quantities (meterage) have been assumed in calculating the allowance?"	Costs and time for optional scope including logging will be on the day rate including option scope (line item 2,2 of Annex 4b). Therefore time and additional costs can be included with a separate day rate for the boreholes including the logging compared to the boreholes excluding optional scope. Optional scope is only to be conducted at 5 locations and to be performed in selected Type I, II and IV boreholes.
97	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section I _Draft CONTRACT	The Contract provided is based on the LOGIC general condition of contract with amendments by RVO. Please can you provide version with these amendments marked-up for ease of review?	No this version is not includes. This is up to Tenderer to determine the changes.
98	Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 4b_Lot2_F01	In Annex 4b there are some lab analysis rates that don't make sense to us - do we have to enter a value for ALL lab analysis rates?	Yes, please enter a value for all lab analysis rates.

99	Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 4b_Lot2_F01	Ref. Annex 4b - do we have to complete items 3.58 - 3.69 for LOT 2? SoW indicates that these tests will be performed on Vibrocores only, which are part of LOT 1.	Geological Age Dating is to be performed at LOT 2 sub-samples. Which exact analysis will be carried out will be decided later, depending on the soils recovered. Please enter a rate for 3.58 - 3.69.
100	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 2b List_of_Ref_Lot2_F01	Much of the information requested in Annex 2b is Commercial in confidence & would breach confidentiality obligations to our other clients. Can you confirm if information is not included within this document, if this would exclude us from submission? or make our submission non-compliant? Is a generic track record acceptable to submit as a substitute? Alternatively, If RVO, wish to gather this information to enable them to contact previous clients of the Contractor for a reference, this could potentially be overcome by the contractor requesting permission from their clients for RVO to undertake this process, and the Contractor issue a confirmed POC once permission has been granted. Please confirm status on this?	The Contracting Authority needs this information in order to determine whether a Tenderer meets the requirements. The tenderer can assume that the entire Tender, including this part, will be treated as confidential and will not be shared with others.
101	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 1 ESPD	We understand ESPD's are required for the Contractor & any confirmed subcontractors that will be used on this project if awarded. However, in some cases late requirement of a subcontractors or additional/replacement/alternative subcontractors can sometimes be required. Please confirm if ESPD's are required as part of the submission package for any potential subcontractors, or if this will be required at a later stage in the tendering process?	The Tenderer must only submit ESPDs of subcontractors who are called upon to fulfill the requirements, as described in Section 4 of the Tender Document. Please also read Part II D of the ESPD.
102			Question withdrawn	N/A

103	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Remuneration	Ref. 2.16 - Payment for Borehole, PS-logging, downhole density and/or porosity logging is based on the logged time in the daily progress report. Clearly PS logging personnel and equipment shall be on-board the vessel for longer than the actual logging time spent, including other operations, standby etc. How does RVO envisage we shall be remunerated for that additional time if we are only being paid during logging time?	Time that equipment and personnel for logging is available on board shall be agreed between CONTRACTOR and CLIENT before mobilisation such the locations can be efficiently agreed. At all times, the equipment and personnel is on board (with agreement from CLIENT) the contractor is allowed to charge the vessel day rate as per annex 4b item 2.2 and 2.4
104	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section I _Draft CONTRACT_F, Section 6.1	Defects correction period is 2 years – CONTRACTOR asks to limit the Defects Correction Period to one (1) year.	Please see the answer to question 47.
105	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section I _Draft CONTRACT_F, Section 6.3	Latest time for receipt of invoices is thirty (30) days – CONTRACTOR asks to extend to ninety (90) days.	Proposal not agreed.
106	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section I _Draft CONTRACT_F, Section 6.5	CONTRACTOR asks RVO to specify the Insurance requirements – no limits are stated in the Contract.	Please see the answer to question 44.
107	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F, Section 1.2	In relation to the CLIENT OFFSHORE REPRESENTATIVE, what does "Temporary Delegation of Authority" mean? CONTRACTOR ask RVO to confirm that the CLIENT OFFSHORE REPRESENTATIVE has the authority to accept or reject offshore data as it is acquired, and that such acceptance of the data made by the representative is binding upon the CLIENT.	Temporary Delegation of Authority is meaning the Offshore Client Representative is authorised during the works to make certain decisions on behalf of the CLIENT. Before the start of the OFFSHORE campaign the CONTRACTOR and CLIENT will agree on the extent of authority of the CLIENT OFFSHORE REPRESENTATIVE and the decisions that can be taken. In general the OCR will have the authority to make some binding decisions of accepting and rejecting data but not all decisions are falling under the Authority of the offshore client representatives.

108	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F, Section 10.2(b)	With reference to correction of defects, CONTRACTOR requests correction to be limited to onshore data processing only, unless the defect is identified before the vessel leaves the WORKSITE. The CLIENT OFFSHORE REPRESENTATIVE must sign-off on completion of the offshore portion of the scope of work before the vessel leaves the WORKSITE.	Accepted with addition With reference to correction of defects, CONTRACTOR correction are limited to onshore data processing only, unless the defect is identified before the vessel leaves the WORKSITE. The CLIENT OFFSHORE REPRESENTATIVE must sign-off on completion of the offshore portion of the scope of work before the vessel **is allowed** to leave the WORKSITE.
109	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F, Section 11.1	CONTRACTOR request that the CLIENT´s right to issue instructions must be within the CONTRACTOR´s "capability and resources" as per LOGIC standard wording.	Proposal not agreed.
110	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F, Section 19.3	CONTRACTOR request the indemnity in clause 19.3 is made by the CLIENT on behalf of the CONTRACTOR as it is in relation to the CLIENT´s property.	Please see answer tot question 75.
111	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F, Section 22.4	CONTRACTOR request clause 22.4 to be amended – it is not feasible to seek consent for each disclosure the Contractor intend to make within CONTRACTOR GROUP.	Please see answer tot question 77.
112	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F, Section 22.6	CONTRACTOR requests that all information it discloses is protected in the same manner as RVO´s information – clause 22.6 to be deleted and the other sub-clauses in clause 22 to be amended to this effect. Clause 22.1 last paragraph, "same duty" should be changed to "comparable duty".	Proposal not agreed.
113	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F, Section 30.1	CONTRACTOR asks RVO limit the cumulative limitation of liability, before and after the date of completion, to a sum equal to 100% of the CONTRACT PRICE.	Please see answer question 44.
114	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F, Section 34	CONTRACTOR asks to limit its obligations of wreck removal to what is required by law or government authority.	Proposal not agreed.

115	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F, Section 40	Failure of CONTRACTOR´s equipment, CONTRACTOR asks to include that if the cause of equipment failure which prevents offshore operations is not within the control of the CONTRACTOR, such delay shall not be subject to Clause 42 (liquidated damages).	Proposal not agreed.
116	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F, Section 42	Question withdrawn	n/a
117	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F, Section 44	Ground risk – CONTRACTOR accepts the risk of soil investigation to the extent the circumstances is within an experienced CONTRACTOR´s working practice. However, if the CONTRACTOR has to abandon a borehole due to circumstances the CONTRACTOR cannot foresee, the CONTRACTOR shall be remunerated for all relevant costs and rates, including re-positioning.	Proposal not agreed.
118	Lot 1 Seabed CPTs and vibrocores	NWN_20230324_GT_ Tender Document_F, Section 2.3	"Lot 1 Contractor is required to obtain, appropriately store and transport the samples to a laboratory (to be confirmed) in the Netherlands." Is it a tender requirement for the onshore laboratory testing for Lot 1 to be carried out ONLY in the Netherlands (is it permissible to use a laboratory in another country)?	This requirement relates ONLY to the acquiring of ecological samples. Lab testing on the ecological samples is NOT part of the scope of this tender. The ecological samples need to be stored and shipped to a lab in the Netherlands upon CLIENT instruction.
119	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_ Tender Document_F, Sections 2.2&7.3.18	With reference to sections 2.2 and 7.3.18 of the Tender Document, please clarify whether the Contractor, in submitting a single Tender for Lot 1 and Lot 2, is permitted in the single Tender to submit a proposal for Lot 1 as an independent entity, and also submit a proposal for Lot 2 under a collaboration with another organisation?	This is permitted.

120	Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_ Tender Document_F, Section 3.2	"Tenderer is not allowed to deploy more than two vessels for Lot 1 and two vessels for Lot 2." Please clarify what is the reasoning for a maximum 2-vessel solution for Lot 2.	Please see answer question 41
121	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Tender Document_F	Section 3.2 "Accommodation (single cabins) for (up to 3) Client Offshore Representatives working in 12 hour shifts per day". In a remote&robotic solution with minimum marine&"payload" crew vessels, CLIENT REPRESENTATIVES will be offered spaces within the Remote Control Centre, Client office or similar to witness the offshore operations&data acquisition in real time, further de-risking site investigation works.	See item 174, Max 2 Offshore Client Representatives will be mobilised to ensure Data Quality. In the event the vessel is mainly operated remotely with robotic systems the CLIENT is open to discuss reduction of OCR (to a Remote Control Center) during the project if sufficient confidence is provided and but foremost accepted by the client.
122	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section IV Scope of Work_F01	Section 2.13 "The CLIENT may require up to three (3) CLIENT OFFSHORE REPRESENTATIVES per vessel to witness the offshore phase of the surveys works." In a remote&robotic solution with minimum marine&"payload" crew vessels, CLIENT REPRESENTATIVES will be offered spaces within the Remote Control Centre, Client office or similar to witness the offshore operations&data acquisition in real time, further de-risking site investigation works.	Please see answer question 121.
123	Lot 1 Seabed CPTs and vibrocores	Annex 4a_Lot1_F01	Part I Number of Tests PCPT testing and SCPT testing will be carried out in different target locations, i.e. resulting in 200 seabed (S)CPT tests (quantities are indicative)?	Yes, quantities are indicative. Currently 50 seabed SCPT locations and 150 seabed PCPT locations are planned.
124	Lot 1 Seabed CPTs and vibrocores	Annex 4a_Lot1_F01	Part I Number of Tests If the FIELAX vibroheat is proposed as the solution for the thermal in-situ testing, does this mean that TC testing and VC testing will be carried out in different target locations, i.e. resulting in 150 VC tests (quantities are indicative)?	VC and TC testing could be carried out in different target locations. In case FIELAX vibroheat system is proposed a VC location could be replaced. In the course of the CPT, TC, VC plan this option could be considered. Quantities are indicative.

125	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Section II - Conditions of Contract Clause 4.8	At the beginning of the clause insert "Without extending its obligations in respect of the removal of wreck and debris pursuant to clause 34".	Proposal agreed and will be amended in the Contract.
126	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Section II - Conditions of Contract - Clause 8.1 a)	"At the end of the clause insert the following additional sentence. For the avoidance of doubt the obligations of the CLIENT shall not be transferred to any party without the prior written consent of the CONTRACTOR."	Proposal not agreed. The proposal is insufficiently substantiated by Tenderer, as a result of which the Contracting Authority cannot properly assess the value of the proposal. It is not up to the contracting authority to give further details on a proposal that has not been fully explained
127	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Section II - Conditions of Contract - Clause 9.8	In the penultimate paragraph after "Any such person shall be removed forthwith from the WORKSITE" insert (or in the case of vessel based personnel, at the next scheduled port call unless their continued presence onboard the vessel represents a genuine threat to the safety of others on board).	Proposal agreed and will be amended in the Contract.
128	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Section II - Conditions of Contract - Clause 10.2 (b)	At the end of the clause insert "such time frame being reasonable taking into account the particular circumstances"	Proposal not agreed. The proposal is insufficiently substantiated, as a result of which the contracting authority cannot properly assess the value of the proposal. It is not up to the contracting authority to give further details on a proposal that has not been fully explained
129	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	"Section II - Conditions of Contract Clause 11.1"	In the first paragraph delete the penultimate sentence starting "Additional work or new information". Tenderer will base its tender on the requirements and information provided by the Client.	Please see answer question 61.
130	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	"Section II - Conditions of Contract Clause 13"	Please confirm Tenderer's understanding that either the Operational Rate or Standby Rate will apply throughout in respect of any suspension not due to the Contractor's default.	Proposal agreed and will be amended in the Contract.
131	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Section II - Conditions of Contract - clause 19.2d (new)	Consistent with the LOGIC conditions on which the proposed contract is based, please insert indemnity in respect of loss or damage to third party infrastructure (oil and gas, windfarm, telecom etc.) in or within the vicinity of the survey area.	Proposal not agreed.

132	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	"Section II - Conditions of Contract Clause 19.3"	Delete "emanating from the property of the CLIENT arising from" and replace with "emanating from the property of the CONTRACTOR"" Assumed error.	Please see the answer question 75.
133	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	"Section II - Conditions of Contract Clause 19.4"	Please confirm Tenderer's understanding that reference to 'wrecks, debris, sunken or floating equipment or materials' is intended to refer to where pollution may emanate from rather than constituting pollution itself i.e. a wreck in itself does not constitute pollution? "	Confirmed
134	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	"Section II - Conditions of Contract Clause 30.1"	At three times the Contract Price per event the limitation of liability is unreasonably high. In respect of Lot 1 a total limitation of 100% of the Contract Price is considered appropriate (both before and after completion) In respect of Lot 2 a total limitation of 50% of the Contract Price is considered appropriate (both before and after completion)	Please see the answer question 80.
135	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	"Section II - Conditions of Contract Clause 30.1"	After "any indemnity given by the CONTRACTOR" insert "under Clause 19"	Proposal not agreed.
136	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	"Section II - Conditions of Contract Clause 30.2"	After "any indemnity given by the CONTRACTOR" insert "under Clause 19"	Proposal not agreed.
137	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	"Section II - Conditions of Contract Clause 30.3"	Delete and replace with: "Any exclusion or limitation of liability under the CONTRACT shall exclude or limit such liability both in Contract and at law."	Proposal not agreed.

138	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Section II - Conditions of Contract - Clause 34	At the end of the clause insert the following: Notwithstanding the foregoing or any other provision of the contract to the contract, CONTRACTOR's liability in respect of the removal of any object from below the seabed shall be limited to the extent that the same can be removed using the equipment onboard the vessel from which the WORK is performed.	Proposal not agreed.
139	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Section II - Conditions of Contract - Clause 42(b)	At the beginning of the clause insert "Provided that Liquidated Damages shall represent the CONTRACTOR's sole liability in respect of delay…."	Proposal not agreed.
140	Lot 2 Borehole campaign/laboratory testing	Section III - Remuneration - Lot 2	In addition to payment in respect of delays due to weather, Tenderer would require payment at a Standby Rate where the performance of the offshore element of the WORK is delayed due to circumstances beyond its reasonable control regardless of the location of the vessel.	Proposal not agreed, but can be discussed during the project on a case to case basis. Client will have the final say in the outcome.
141	Lot 1 Seabed CPTs and vibrocores	NWN_20230324_GT_ Tender Document_F, Section 4.3.2	"You may not provide more than one reference for each core competence" Regarding Lot 1 core competence 3 can two references be provided, one for deep seabed CPT testing& one for Vibrocore testing?	Proposal not agreed. The requirements as presented in the requirements of Tender Document; one reference is required for each core competence.
142	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section IV Scope of Work_F01, Section 2.2.2&2.2.3	"The seismic cone should/shall include dual geophones…" Is the word 'geophones' being used in place of 'Array' or does this mean that 'accelerometers' are not considered?	Dual geophones means that waves both X and Y plan directions need to captures. Hence that corresponds to 'array' and not 'accelerometers'.
143	Lot 1 Seabed CPTs and vibrocores	NWN_20230324_GT_Annex 6 Section IV Scope of Work_F01, Section 2.5.1	"at least a cone tip capacity of 100kN or 150kN" Is this intended to mean maximum cone tip capacity?	Indeed. CPT cones with 10cm2 or 15cm2 are targeted providing cone tip capacities of at least 100MPa.
144	Lot 1 Seabed CPTs and vibrocores	NWN_20230324_GT_Annex 6 Section IV Scope of Work_F01, Section 2.5.1	"CONTRACTOR should have both 36mm and 44mm rods" Is an only 40mm rods system complying?	Yes it is.
145	Lot 1 Seabed CPTs and vibrocores	NWN_20230324_GT_Annex 6 Section IV Scope of Work_F01, Section 2.5.1&2.5.3	"ISSMFE" Should this read as ISSGME?	Yes, ISSGME - International Society for Soil Mechanics and Geotechnical Engineering

146	Lot 1 Seabed CPTs and vibrocores	NWN_20230324_GT_Annex 6 Section IV Scope of Work_F01, Section 2.5.1	"Cone tip load is 100% of the cone tip capacity" 100% seems as an absolute limit regarding cone load, a cone reaching the high-90% range of tip capacity would be confirmed.	A 90% maximum cone load is equally acceptable.
147	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section IV Scope of Work_F01, Section 2.9	"providing the acquired geotechnical data for Lot 1 and Lot 2 in BRO compatible format in addition to the required deliverables sated in the previous Sections…Provision of all acquired digital data in BRO accepted XML data format." Please clarify whether this mean that compliance with previous document Sections is equivalent to BRO compliance, with XML format being the only additional BRO requirement.	No it is not: Reference is to be made to the Annex 7, Starting Points and Assumptions - Annex 3. (RVO geotechnical delivery to BRO). This annex presents the difference between the data delivery according the international and BRO standards.
148	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section IV Scope of Work_F01, Section 2.5.8	The following amendment is proposed: All lost equipment on or above the seabed shall be removed by CONTRACTOR at no cost to CLIENT. Such removal is subject to the existing equipment onboard the relevant vessel, CONTRACTOR shall not be liable to remove any equipment that cannot be removed or recovered by using the existing equipment on the relevant vessel.	Proposal not accepted
149	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 4b	In order to provide a realistic schedule in the cycle times it is necessary to introduce an element of contractors downtime in the timings, what this means is that there will be an element of time that will not be payable by RVO and so the value of the work will be overstated. Does RVO have any recommendations as to how this should be addressed?	Tenderer can include this for example as: - Increase the durations for each BH to include breakdowns. If required vessel rate can be adjusted accordingly. - Tenderer cannot include breakdowns in the duration and will take those additional durations into consideration with the proposed dates of the report as far majority is not related to offshore completion date.
150	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section IV Scope of Work_F01	2.13 Offshore Representation The CLIENT requires a regular transport of soil samples to laboratory, typically biweekly... Please accept that transport of soil samples will be performed every port call. A port call will be executed at least every ~28 days or depending on the metocean conditions earlier.	This is confirmed.

151	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 4b_Lot2_F01	Item 5.2 Can client please explain the CS-000 requirement?	RVO has contracted Fugro to conduct a full geophysical survey for Nederwiek noord in 2023. The Geophysical data will be acquired in line with current CS-OOO regulation. Please see SoW item "2.3.3 UXO Clearance, risk assessment and measures" for the full details on how the geophysical data will be acquired. The following two paragraphs from the Scope of Work highlight what CONTRACTOR should price for: "CONTRACTOR shall carry out an UXO Clearance for the geotechnical locations. Clearance and risk assessment should be done as a minimum according to the CS-OOO legislation. CLIENT will provide geophysical data as described below. The CONTRACTOR can use this data for the clearance, but if needed in the opinion of the CONTRACTOR, should to undertake any required additional measures in order to reduce the risk to as low as reasonably practicable (ALARP). The approach shall be described in the Project Execution Plan." "If Contractor is of the opinion the acquired data in the previous geophysical survey is insufficient and would need to acquire more data, CONTRACTOR should execute and price operational/reporting costs accordingly in annex 4a (e.g., acquiring data, processing and creating ALARP certificates)." Contractors should price any additional costs necessary in the opinion of the CONTRACTOR in annex 4a item 6.2 (LOT1) and annex 4b item 5.2 (LOT2). Examples that the CONTRACTOR should include in the price if deemed necessary by CONTRACTOR are (not limited to): • Are hiring an (independent) UXO expert or CS-OOO to judge the acquired data set and create ALARP certificates; • CONTRACTOR would want to acquire additional data or a different data set by performing an UXO clearance survey If CONTRACTOR is of the opinion

				that the RVO data set is not to be fit for creating ALARP certificates.
152	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 4b_Lot2_F01	Is Boreholes - Type V (destructive drilling) not part of the optional scope?	No, these boreholes will be drilled purely for the purpose of extending a seabed CPT from Lot 1 (cf. SoW, Annex 6, Section IV)
153	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_ Tender Document_F	3.2 Requirements survey vessel(s), equipment and offshore personnel Can contractor use more then two vessels in Lot 1 and Lot?	Declined, It is considered inefficient in relation to the amount of seabed CPT and boreholes and associated costs (e.g. additional mobilization costs) to have more than 2 vessels executing the scope.
154	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_ Tender Document_F	2.6 Scope of the assignment Can the contact value cap for both lots be increased?	Proposal not agreed.
155	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_ Tender Document_F	3.5 Requirements relating to the prices/rates o 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], resulting in the following formula: ([B] - [A]) x C ; under condition that [B] is larger than [A] x 1.2 Please reduce 20% to 5%.	Proposal not agreed.
156	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 7.3: Please amend the clause as following: 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. In the event of such industrial action and solely in relation to such effected individuals and when requested by the CLIENT the CONTRACTOR subject to applicable good industry practice rules 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	Proposal not agreed.

			unpaid leave and overtime.	
157	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 6: Please amend the clause as following CONTRACTOR TO INFORM ITSELF 6.1 The CONTRACTOR shall be deemed to have reasonably satisfied itself based on the information which has been available by the CLIENT, 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 conditions, and all other matters which could affect progress or performance of the WORK. 6.2 Any failure by the CONTRACTOR to take account of matters which could reasonably have been taken into account applying good industry practice which affect the WORK will not relieve the CONTRACTOR from its obligations under the CONTRACT.	Proposal not agreed.
158	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Add Clause 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.	Proposal not agreed.
159	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Add Clause 3.2 (e): The CLIENT REPRESENTATIVE shall be competent, properly qualified, skilled and experienced in accordance with good industry practice.	Proposal agreed.

160	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Add Clause 46: FISHING ACTIVITY/LOCAL COMMUNITIES Notwithstanding any provision to the contrary the CLIENT shall be responsible for the resolution of and shall indemnify the CONTRACTOR in respect of the costs of any compensation to local communities, local marine authorities, local fishermen or fishing organisations for removal, replacement or loss of fishing equipment and/or loss of actual or potential income, fines, penalties and claims, except to the extent such loss, fines, penalties, claims or damage was caused by the willful misconduct or gross negligence of the CONTRACTOR. During the periods of delay or inability to work CLIENT will pay CONTRACTOR at standby rates.	Proposal not agreed.
161	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Add Clause 45: PERMISSIONS AND PERMITS CLIENT will be responsible for obtaining all necessary permissions to enable survey work to be carried out, including but not limited to, permits from the appropriate authorities for the vessel to operate in National waters of the country or operations, and for ensuring safe access within the area of survey operations.	Proposal not agreed.
162	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 42.b: Amend section (ii) the right to terminate the Contract.	Proposal not agreed.
163	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 38: Please amend this section into: The CONTRACTOR represents that it is fully experienced and knowledgeable about applicable Dutch statutory requirements which at the date of entering the CONTRACT apply 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.	Proposal not agreed.
164	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 23.7: Please delete this clause	Proposal not agreed.

	campaign/laboratory testing			
165	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 20.2: Please delete section (c), not acceptable.	Proposal not agreed.
166	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 19.3: Please amend as following: Except as provided by Clause 19.1(a), Clause 19.1(b) and Clause 19.4, the CLIENT shall save, indemnify, defend and hold harmless the CONTRACTOR from and against any claim 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.	Please see answer question 75.
167	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 18.2: Please delete the following section: The CONTRACTOR shall obtain all licenses, permits, temporary permits and authorisations required by the applicable laws, rules and regulations for the performance of the WORK, save to the extent that the same can only be legally obtained by the CLIENT.	Proposal not agreed.
168	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 16.2: Please delete the following section: Subject to the provisions of Clause 17, all equipment, materials and supplies provided by the CONTRACTOR for incorporation into the WORK shall become and be clearly identified as the property of the CLIENT upon delivery to the WORKSITE or payment by the CLIENT whichever is the earlier.	Proposal not agreed.

169	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 13.8: Please change this clause into: 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 within twenty four (24) hours 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: (a) / (b)	Proposal not agreed.
170	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 12.6: Please change the clause into: 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 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 demobilise from the WORKSITE as set out above. An extension of time shall be applied equal to the period of force majeure.	Proposal not agreed.
171	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 12.4: Please change the clause into: 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.	Proposal not agreed.

172	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 11.1: Please the following section: Should any new information that is brought to the notice of the CLIENT or any changes to the statutory regulations applicable to the work in question lead to the work performed by the CONTRACTOR under the Contract becoming demonstrably less demanding or extensive, this constitutes a downward VARIATION for which the CLIENT is entitled to a discount or earlier COMPLETION DATE, OFFSHORE COMPLETION DATE or other KEY DATES . If a party regards a particular change as constituting a downward VARIATION, it will notify the other party thereof in writing as quickly as possible. If a fixed fee has been agreed, the parties will consult to agree on the value of the discount, which will be deducted from the agreed fee.	Please see the answers question 60 and 61.

173	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	10.2 Defects Correction Obligation Please the change clause (b) into: 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. The CONTRACTOR's liability for the WORK which is to be performed offshore shall, in any event, cease upon commencement of demobilisation from the WORKSITE. 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. Please delete (c), (d) and (e).	Please see the answer question 57.
174	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 5.2: Max. 2 CLIENT OFFSHORE REPRESENTATIVES	This is agreed.
175	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	4.8 Please add to the clause : 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.	Please see the answer question 52.

			CONTRACTOR takes no responsibility nor liability for the removal of wreck or debris which is below the seabed.	
176	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	4.5: Please add the following to the clause: 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.	This is agreed.
177	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	2 INTERPRETATION Please delete the section: Nevertheless, if for any reason it is considered necessary by the CLIENT REPRESENTATIVE or his authorized representative to give an instruction to the CONTRACTOR orally in the first instance, the CONTRACTOR shall comply with such instruction. Any such oral instruction shall be confirmed by the parties in writing as soon as possible under the circumstances, provided that if the CONTRACTOR confirms in writing any such oral instruction and CLIENT does not contradict such confirmation in writing without undue delay, it shall be deemed to be an instruction in writing by the authorized CLIENT REPRESENTATIVE.	Proposal not agreed.
178	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 14.12 The CONTRACTOR is not entitled to suspend or terminate its WORK on account of the CLIENTS's failure to pay an invoice within the stipulated time limit, or if the CLIENT does not pay an invoice because it suspects that the invoice is inaccurate or because the WORK has not been properly performed. This clause is not acceptable.	This clause remains.

179	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 30.1 Limitations of Liability Limitation of Liability of three times the CONTRACT PRICE, is not acceptable. Please change this in 100%.	Please see the answer question 44.
180	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	NWN_20230324_GT_Annex 4b_Lot2_F01	In the BoQ in PART A and B, the end date in 3l/4k is not included in the further calculations if there are more than 30 Waiting on Weather days, even if the project is completed within the deadline, #VALUE!.	This is correct, The allowed Waiting on Weather days of Annex 4b is restrained to 30 days per vessel. Please see also the note (III.3) from Annex 4b where this is explained. The proposal is invalid if there are more than 30 days of waiting of weather even if the project is completed within the deadline.
181	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 3b	Can we put forward CV's for personnel from our sister company that provide some of our drilling personnel?	Yes this is allowed,
182	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 3b	Ref. annex 3b it states "TENDERER shall specify for each person in the total pool of personnel that is proposed for the execution of the Work and relevant for the specific role: (1) the number of surveys* to which the key personnel has contributed." Please can you clarify what the asterix pertains to as this is not identified in the document.	The asterisk can be ignored and has been removed in the updated version of Annex 3b.
183	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 3b	Tab Section I - Personnel: It is unclear if back-up or replacement personnel are required to be proposed within this form, or if this will be done as is required once the project is awarded. Please clarify.	Back-Up or Replacement Personnel can be inserted in annex 3 until the maximum amount of personnel reached. If back up / replacement personnel is included they will be also included into the assessment. In that case the personnel is approved when the contract is signed. If the personnel is not included in annex 3 but replacement will be required the CONTRACTOR can request a replacement of the person, in this event the CLIENT will assess the replacement if this persons qualifies as equal or better than the person who is being replaced. In this event replacement is requiring approval from CLIENT.

184	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Tender Document F & Annex 3b	Key personnel - Can you provide more guidance on how the contractor can add "Tenderer shall specify in Annex [3a] and [3b] - Section I for each of the key personnel the education level, the number of relevant projects, project names and project roles to which the key personnel has contributed . Please provide sufficient detail." Annex 3B within Section I, or will this document be read in conjunction with CV's to astertain scores on personnel? Currently there is no space to provide previous relevant experience (similar role within another industry) or provide education	Education level is not to be provided in Annex 3a and 3b. Section I will be assessed in conjunction with the CV's. Please provide sufficient details on project experiences within the corresponding CV's. The projects which are mentioned in Section I shall be covered in the corresponding CV's for the assessment. Due to an error in the format and missing scores for "experience" and "similar roles" in tab "Section I" the formulas for the assessment by RVO did not work correctly. The yellow highlighted cells which are to be completed by the TENDERER have not been changed. Therefore, the Annex 3b has been updated and will be re-issued.
185	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 4b	Lab Testing pricing - there are additional extra overs associated with lab testing that are not captured within Annex 4b, and specifications as to what the tests can be conducted to, but no place to provide suitable comments. Please advise how this should be covered within proposal. Could additional rows or a comments column be added?	Additional costs can be filled under. - item 4,12 in annex 4a and; - item 4.11 in annex 4b Extras can also be accommodated by increasing the unit rate in of the test condition in question. Tenderer can explain specifics regarding the lab testing in the project documentation. However, it should be noted that the test should align with the requirements of the Tender and no provisions can be made to maintain a level playing field among tenderers.
186	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section 1.8	Please confirm if labs being used need to provide a letter of reserved space as part of the tender, or once project is awarded. It is very difficult to get labs to commit to a job that is not yet awarded, however all timeline provided will take into account the required scope. Lab space can be reserved once a contract is signed.	The commitment letter is required as part of the tender based on the lab testing types and quantities specified in Annex 4a and 4b.

187	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section 2.4.2	Would one method of equipment sinkage measurement be acceptable for operations?	Yes. Note that the requested redundancy in the positioning system mentioned in this section only refers to the DGPS system in used by the vessel not for the elevation monitoring of the seabed frames.
188	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section 2.7.2	Would manual recording of drilling parameters performed at regular intervals (per drillout, or pipe change) be acceptable? Note that even if Jean Lutz was available, recording depth is not possible for API operations, and this can only be recorded within comments on the Jean Lutz system.	Yes, that is acceptable.
189	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 Section 1.9	Can RVO confirm Lot 2 contractor is only required to assess Lot 1 CPT and VC's in order to understand ground conditions for boreholes and likely progression methods, and these Lot 1 data sets are not to be included or integrated into the Lot 2 reporting?	Not Correct. The PCPT/SCPT data of lot 1 need to be incorporated into the BH log and to ensure the required overlap will be present.
190	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section 2.2.3	Preparation of borehole log and borehole laboratory testing schedule for approval within 72 hours of borehole completion - can we request this is 3 working days in order to QC data prior to creating schedule. For clarity on schedules, these will be created onshore by the project engineer with input from offshore engineers on sample quality as needed.	Yes that is acceptable
191	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 4b	Ref. section 4.5 Tennet Borehole Locations Report - given the quantity of locations for this is unknown, can you please confirm how contractor should price this report, and what this report will comprise of (field and factual report in lines with sections 2.8.5 and 2.8.7 in Annex 6 respectively)?	The report for TenneT shall contain the results of the BH type IV and Type V, Such 2 sampling boreholes and 8 boreholes with CPTs. The content of report should contain the same as presented in section 2.8.5 and section 2.8.7 of the scope of work for the relevant Borehole locations.
192	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section 2.7.1	"For cohesive soil samples, quality class 1 or 2 are mandatory" - note where gravel is encountered Class 1 or 2 may not be possible as this can result in damage to Shelby tubes.	Noted and acceptable

193	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section 2.7.2	"The tests shall be carried out in full accordance with ISSMFE Reference Test Procedures, EN ISO 22476-1, and Eurocode EN 1997-2 2007" - Currently ISO 19901-8 is the accepted standard for CPTs in the marine environment. Please advise if this standard is acceptable. Reference will still be made to ISO 22476-1: 2012 for cone calibrations.	Execution of CPT according to ISO 19901-8 is acceptable and technically equivalent to ISO 22476-1. ISO 19901-8 still refers to ISO 22476-1 for cone calibrations and both standards share the same concept of application classes, recommend the same processing for the derived CPT parameters and require the same output.
194	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section 2.7.3	"Signals shall be stacked in order to achieve an acceptable signal to noise ratio to be agreed with the CLIENT OFFSHORE REPRESENTATIVE. CLIENT OFFSHORE REPRESENTATIVE has the right to reject any or all of the stacked signals or components thereof. " - Contractor can "stack" signals during acquisition to view their consistency, but this is purely visual. No stacked signal is saved. Full stacking of signals can be performed during processing, with SNR calculated.	"Stack" understood to mean that an overlay plot is made showing all acquired signals (allowing to check for consistency) but that no real sum of all signals "full stacking" is made at the time of the acquisition. This is acceptable, however it will imply that it is harder to judge whether the acquired signal at any given depth are acceptable (to proceed to the next depth) OR that sufficient signals have been acquired that the stacked signal is of high enough quality to ensure consistent velocities can be derived after picking arrivals.
195	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section 2.7.6	"Thermal conductivity measurement on undisturbed core samples including heat capacity measurement of the soil using thermal needle probe procedure according to ASTM D5334-14 (preferred offshore). These tests only need to be undertaken on the upper 3m to 5m of a borehole" - Thermal Conductivity testing will only be conducted onshore. Samples will therefore be preserved in a quart or bagged and reconstituted onshore for testing in the onshore lab facility.	Only onshore TC testing is acceptable. Sample preservation then becomes very important as the aim is to obtain the in situ TC. Storage in a quart is considered highest possible quality storage. For sands it is understood the sample would be double bagged and that is acceptable.

196	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section 2.7.6	"Selection and proper preservation of suitable samples retained in the Shelby tubes without extrusion (to minimise handling and contamination) for onshore MIC testing" - contractor will have to plan having suitable quantity of tube onboard in order to meet this specification. Can RVO provide guidance on likely depths this testing will be conducted? Are other preservation methods acceptable if guidance is provided by specialist testing laboratory?	The depths and locations at which MIC testing will be performed are defined prior to the start of the LOT2 campaign. MIC testing aims at units with higher organic content. At the IA, these are most commonly expected in the top 20m below mudline but it cannot be excluded that organic layers are found at larger depths (e.g. up to 40m depth) and that these will be selected for MIC assessment.
197	Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section 2.7.6	"All core logging and soil testing shall be carried out, where applicable to Eurocode EN 1997-2:2007, ISO 19901-8:2014, BS 5930, and BS 1377 or CLIENT approved equivalent." Please clarify as ISO 14688 referenced elsewhere in document for logging, it is assumed this is acceptable. Testing Laboratory testing will follow accepted ISO standards. ASTM will be utilised for specialist tests (e.g. DSS, resonant column, thermal conductivity - needle probe, etc..)	ISO14688 is specifically referenced in the context of borehole logs to ensure that following completion of the laboratory (classification) testing, the field borehole logs (containing field descriptions) are updated accounting for the laboratory test results. And these updated logs are then expected to be included in the later revisions of the Borehole Locations Report. General classification laboratory testing according to ISO e.g. 17892-x is acceptable (as referenced from EC-7). Advanced testing according to ASTM for advanced testing is acceptable. International standards complemented with in house procedures are also acceptable for e.g. cyclic testing
198			Question withdrawn	N/A
199			Question withdrawn	N/A

200	Lot 1 Seabed CPTs and vibrocores, Lot 2 Borehole campaign/laboratory testing	Annex 6 - Section 2.7.6	"The CLIENT requires a regular transport of soil samples to laboratory, typically biweekly, (applies to Lots 1 and 2). In addition, CONTRACTOR shall make use of any periods of weather standby to undertake such port calls to facilitate offload and transport of samples." How does this requirement reconcile with planned (replenishment + crew change) port calls every 28 days? Does RVO plan to make additional payments for interim sample drop port calls? If so via which item on BoQ? Annex 4b Item 2.8 is currently priced as a replenishment + crew change port call	Please see question 31
	Clarification:	LIQUIDATED DAMAGES are capped per Lot. Each Lot will be a separate Contract. As clause of the Conditions of Contract the LIQUIDATED DAMAGES for lot 1 is 10% of the contract value of lot 1 and for lot 2 is 5% of the contract value of lot 2. See also Annex 6 Section IIIa and IIIb Remuneration section 5.3 (Mala).		

End of Memorandum of Information