



Third Memorandum of Information European Tender 'Geotechnical Survey at the Doordewind (DDW) Wind Farm Zone' reference 202312051/ WOZ2240143/ WOZ2240144

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In this Memorandum of Information, the Contracting Authority provides answers to the questions concerning the above-mentioned European tender. This Memorandum of Information forms an integral part of the Tender Document.

Please note that with this Memorandum of Information the following document "DDW_20240506_GT_Annex 6 Section IV_Scope of Work_R01" is published on TenderNed.

nr.	Subject	Question	Answer
1	Annex 6 Section IV - Scope of Work	References Page 2 - ASTM D5311-13 standard has been withdrawn without replacement. Please advise on whether an alternative standard is to be used.	ASTM D5311-13 is indeed withdrawn but status is "Withdrawn, no replacement". The mentioned ASTM code shall be used and any deviations shall be subject to Client's approval.
2	Annex 6 Section IV - Scope of Work	References page 3 - BS 1377 parts 4 to 8 have been withdrawn. Please advise on whether alternative standards are to be used.	BS 1377 Part 4: Compaction related tests. Part 5: Compressibility, permeability and durability. Part 6: Consolidation and permeability. Part 7: Shear strength (total stress). Part 8: Shear strength (effective stress). These are replaced by Multi-part Document BS EN ISO 17892 - Geotechnical investigation and testing. Laboratory testing of soil. Please see Scope of Work revision 1.
3	Annex 6 Section IV - Scope of Work	Ref 1.6 - Text says 'geotechnical' investigation area. However, drawing mentions 'geophysical survey'. Is there also a drawing which indicates a 'geotechnical survey' or 'geotechnical investigation area', or are they similar? Further, the investigation area indicated in Figure 2 does partly not match with the wind farm zone indicated in Figure 2 of document 'DDW_20240319_GT_Annex 7 SPA_F'. Some parts of the wind farm zone are not covered by the investigation area. Is this correct?	They are similar. The text in the figure and description should say Geotechnical Investigation Area. Some parts of the Investigation Area (per Scope of Work document) do indeed not cover the Wind Farm Zone (per the Annex Starting Points and Assumptions).

4	Annex 6 Section IV - Scope of Work	Ref 2.7.10 - page 47 ASTM D5334-14 is historical. ASTM D5334-22ae1 is the current version. Please advise which version should be used.	Please use ASTM 5334-22ae1. Scope of Work document has been updated. Please see Scope of Work revision 1.
5	Annex 6 Section IV - Scope of Work	Ref. 2.7.10 - page 47. ISO 22007-2:2008 has been withdrawn. ISO 22007-2:2022 is the current version. Please advise which version should be used.	Please use ISO22007-2:2022. Scope of Work document has been updated. Please see Scope of Work revision 1.
6	Annex 6 Section IV - Scope of Work	Ref 2.7.6 Page 44. Are 'binocular microscopy tests' only foreseen 'where batching of samples is considered'? Or also for general purposes? can you clarify.	The binocular microscopy tests have been removed from the document. Scope of Work document has been updated. Please see Scope of Work revision 1.
7	Annex 6 Section IV - Scope of Work	Ref 2.7.6 page 44. Electrical resistivity and pore water salinity: how and to what extent are these tests foreseen to be used 'as input for heat capacity calculations'?	The outcome of these test will assist possible cable suppliers to calculate possible heat and electrical conductivity on or near the seabed.
8	Annex 6 Section IV - Scope of Work	Ref 2.7.6 Page 44. There is an erroneous link in the second paragraph below the bullet list. Can you provide a correct reference.	Scope of Work document has been updated and correct reference has been provided. Please see Scope of Work revision 1.
9	Annex 6 Section IV - Scope of Work	Ref 2.9 Page 56. Client wishes to have BRO-compatible borehole descriptions according to 'NEN 8990:2020' which is the national (Dutch) annex of NEN-EN-ISO 14688-1:2029. Soil description and classification according to this national annex deviates considerably from the international ISO standard 14688-1. Further, should all soil descriptions in geotechnical logs and elsewhere be presented in Dutch? Please clarify.	No, all soil descriptions in geotechnical logs and elsewhere together with the other project documentation should be in English. Next to that, the soil description that will be uploaded into the BRO has to be provided according to the national (Dutch) annex of 'NEN 8990:2020'.
10	Annex 6 Section IV - Scope of Work	Ref 2.9 page 56. "...with sample descriptions according NEN8991:2020." The mentioned national annex concerns laboratory tests that can be used for soil classification. Soil description is covered in another national annex: NEN 8990:2020. Please clarify.	Please use NEN 8990:2020 for soil descriptions. Scope of Work document has been updated. Please see Scope of Work revision 1.
11	Annex 6 Section IV - Scope of Work	Ref 2.7.6 Page 44. Text mentions pipette as method for sedimentation (particle size distribution). Annex 4b mentions hydrometer. Please clarify.	Contractor to propose a method that it deems most suitable. Scope of Work document has been updated. Please see Scope of Work revision 1.
12	Annex 6 Section IV - Scope of Work	Ref 2.5.5 page 32. Text mentions pipette as method for sedimentation (particle size distribution). Annex 4a mentions hydrometer. Please clarify.	Contractor to propose a method that it deems most suitable. Scope of Work document has been updated. Please see Scope of Work revision 1.

13	Annex 6 Section IV - Scope of Work	Ref 2.5.1 Page 29. The referred ISO 22476-1:2022 has no accuracy classes. Are 'cone penetrometer classes' intended to be mentioned here instead?	Please use application class instead of accuracy class.
14	Annex 6 Section IV - Scope of Work	Ref 2.5.5 page 31 - Reference NEN 5104. This standard has been withdrawn in 2004. Please clarify.	The Scope of Work only mentions that SBB for archaeology has elements of this (withdrawn) NEN norm, which is not within RVO's control. However, the replacement of NEN5104 is NEN-EN-ISO 14688-1, which is already referenced in the Scope of Work document.
15	Annex 6 Section IV - Scope of Work	Ref. 2.5.5 page 31. 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?	Following splitting of vibrocore into sections, tests and descriptions at top of each liner section. In the last section tests and descriptions at the bottom as well as top. Please see Scope of Work revision 1.
16	Annex 6 Section IV - Scope of Work	Ref 2.7.6 page 42. ASTM D5334-14 is historical. ASTM D5334-22ae1 is the current version. Please advise which version should be used.	Please use ASTM 5334-22ae1. Scope of Work document has been updated. Please see Scope of Work revision 1.
17	Annex 6 Section IV - Scope of Work	Ref 2.5.2. page 30. ASTM D7400-08 is historical. ASTM D7400/D7400M-19 is the current version. Please advise which version should be used.	Please use ASTM D7400/D7400M-19. Scope of Work document has been updated. Please see Scope of Work revision 1.
18	Annex 6 Section IV - Scope of Work	Ref. 2.7.3 Page 40. ASTM D7400-08 is historical. ASTM D7400/D7400M-19 is the current version. Please advise which version should be used.	Please use ASTM D7400/D7400M-19. Scope of Work document has been updated. Please see Scope of Work revision 1.
19	Annex 6 Section IV - Scope of Work	Ref 2.7.6 page 43. ISO 19901-8:2014 has been withdrawn. ISO 19901-8:2023 is the current version. Please advise which version should be used.	The correct version was already in the reference list, however, the Scope of Work document has been updated. Please see Scope of Work revision 1.
20	Annex 6 Section IV - Scope of Work	Ref 2.5.3. page 30. ISO 19901-8:2014 has been withdrawn. ISO 19901-8:2023 is the current version. Please advise which version should be used.	The correct version was already in the reference list, however, the Scope of Work document has been updated. Please see Scope of Work revision 1.
21	Annex 6 Section IV - Scope of Work	Ref 2.5.5. page 32. ISO 19901-8:2014 has been withdrawn. ISO 19901-8:2023 is the current version. Please advise which version should be used.	The correct version was already in the reference list, however, the Scope of Work document has been updated. Please see Scope of Work revision 1.

22	Annex 6 Section IV - Scope of Work	Ref. 2.8.10 Page 55. Digital data in Excel format: please provide examples of what 'well-annotated and user-friendly' means in this context.	The description is fitting, where "user-friendliness" is a broad term where we mean that the Excel sheets should be usable and readable for beginner level Excel users.
23	Annex 6 Section IV - Scope of Work	Ref 2.11.2 Page 58. Please explain whether 'bi-weekly' means 'twice a week' or 'once every two weeks' in this context.	RVO wants a bi-weekly meeting (once every two weeks) between the GT contractor, RVO and the GM contractor. Scope of Work document has been updated. Please see Scope of Work revision 1.
24	Annex 6 Section IV - Scope of Work	Ref 1.9 page 16. Please explain whether 'bi-weekly' means 'twice a week' or 'once every two weeks' in this context.	RVO wants delivery of digital data of results provided at least every two weeks. Scope of Work document has been updated. Please see Scope of Work revision 1.
25	Annex 6 Section IV - Scope of Work	Ref 2.8.9 page 54. Bullet point lists that "ASCII data of density log, gamma ray, DMR and calliper including all raw data" are required. However, gamma ray, DMR, and calliper are not mentioned elsewhere the Scope of Work as required elements. Please clarify.	Typo was removed from the SoW document. Scope of Work document has been updated. Please see Scope of Work revision 1.
26	Annex 7 - Appendix D - RVO geotechnical delivery to BRO - Contractors	Ref. 1. "Classification after laboratory testing is usually not done" according to the standard to be used for borehole descriptions. Does RVO not require classification of soils, and just soil description instead?	No, RVO does need this. RVO requires the classification of Soils as per ISO 19901-8 and/or EN-ISO 14668-1 and EN-ISO 14668-2 as part of the project deliverables. However this is not part of the delivery into the BRO. The BRO requires the ("boormonsterbeschrijving") from the field as per NEN8990.
27	Annex 6 Section IV - Scope of Work	Ref. 1.9 page 16. Please clarify the 'overlap between the Lot 1 and Lot 2 campaigns'. SIMOPS, overlap in schedule for reporting of results?	Overlap in terms of SIMOPS (simultaneous operations in the Investigation Area) could occur, due to the mobilisation windows for lot 1 and lot 2 being closely dated. If possible, CLIENT and GM CONTRACTOR will aim to use the results of lot 1, to evaluate BH locations assigned for lot 2.
28	Annex 6 Section IV - Scope of Work	Ref. 2.2.1 page 2.1 Please could you provide schedule window for 'LTAF according to schedule requested by GM CONTRACTOR'	The laboratory testing schedule proposed by CONTRACTOR should include realistic Lab Test Assignment Form (LTAF) review cycles, that are acceptable to CLIENT/GM CONTRACTOR. The review cycles should be included in the overall planning by CONTRACTOR. CONTRACTOR shall provide a preliminary Laboratory Test Assignment Form (LTAF) for each borehole within 72

			hours of borehole completion for review by the GM CONTRACTOR and CLIENT.
29	Annex 6 Section IV - Scope of Work	Ref 2.5.5 page 32. Clarify which standards are meant in 'accredited to the most recent issues of standards'. In EU, this would normally be to ISO/IEC 17025:2017, which normatively refers to ISO/IEC Guide 99 and ISO/IEC 17000. Would accreditation to ISO 9000 series be acceptable?	No, ISO 9000 is not specific enough. Nominated laboratory should submit proof of valid lab accreditation for CLIENT's approval.
30	Annex 6 Section IV - Scope of Work	Ref 2.7.1 Page 38. EN 1997-2:2007 provides 5 sample quality classes for a wide range of soil types. The applicability of the 4 sample quality classes of ISO 19901-8:2023 is limited to particular test procedures, particular soil types and particular in-situ stresses. Furthermore, achieving a particular ISO quality class depends on sampling systems specified by RVO. These systems do not necessarily provide these ISO quality classes. Can you clarify.	The sample qualities as specified should be achieved. Wherever GT contractor is not able to meet these requirements, they should propose the highest quality achievable for CLIENT's approval.
31	Annex 6 Section IV - Scope of Work	Ref 2.7.1 page 40. Please confirm. It would seem that RVO is requesting infra-red type specimen drying to meet the '24 hours of completion of the borehole...whichever is earliest' requirement. Can you clarify.	The document is sufficiently clear. "As soon as practicable" does not imply that RVO is suggesting any proposed methods.
32	Annex 6 Section IV - Scope of Work	Ref 2.7.1 Page 40 Can you clarify why the issue of CPT plots is dependent on completion of moisture content testing'.	This is a typo. Moisture content testing changed to "dissipation test" in the SoW document. Scope of Work document has been updated. Please see Scope of Work revision 1.
33	Annex 6 Section IV - Scope of Work	2.7.14 page 50. Can you clarify batching 'for cohesive retained samples'. Normally (as described in e.g. ISO 19901-8:2023), batching considers cohesionless (coarse) soil.	Agreed, batching applies to coarse grained material only. The bullet doesn't suggest that cohesive samples are to be batched as well. It's meant for case where for example part of liner consists of cohesive material.
34	Annex 6 Section 1 - Draft Contract	Clause 6.1 "Please amend Defects Liability Period to one (1) year (from completion) as is also already included in clause 10.2 (b) of Section II - Conditions of Contract."	This proposal is accepted.
35	Annex 6 Section I - Draft Contract	Clause 6.7. Could you please delete the penalty for breach of confidentiality.	This proposal is not accepted.

36	Annex 6 Section II Conditions of Contract	Clause 1.4. "Please add following definition in this clause (mirroring definition of CONTRACTOR GROUP in 1.9), "CLIENT GROUP" means the CLIENT, its subcontractors of any tier, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel)."	This proposal is not accepted.
37	Annex 6 Section II Conditions of Contract	Clause 4.4 please delete: ""or, where no such purpose is defined, fit for its ordinary purpose."	This proposal is not accepted.
38	Annex 6 Section II Conditions of Contract	Clause 4.6 Please replace following phrase: "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" by "If the CONTRACTOR incurs delays which are not attributable to CONTRACTOR, the CONTRACTOR shall be entitled to an extension of the KEY DATES" and add before: ""subject to the submission of its claim in accordance with Clause 11."" the following wording: ""and a compensation at the agreed Standby rate or Suspension Rate in Annex 4 reflecting the duration of the delay(s)""	Proposals not accepted.
39	Annex 6 Section II Conditions of Contract	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	Proposal not accepted, however the following text will be included at the end of clause 4.8 : <i>"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 CLIENT with whatever information is available on the location, or last known location, of such equipment."</i>

		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."	
40	Annex 6 Section II Conditions of Contract	Clause 4.9 Please include at the end: (...), for the cost and account of CLIENT."	This proposal is not accepted.
41	Annex 6 Section II Conditions of Contract	Clause 6.2 Please include at the end: "Notwithstanding the foregoing, selection of geotechnical equipment shall be based on information received from the CLIENT and the CONTRACTOR accepts no liability in respect of seabed conditions differing those identified in the TECHNICAL INFORMATION, with any such difference in seabed and sub-seabed conditions representing a VARIATION and entitling the CONTRACTOR to an increase to the CONTRACT PRICE and modification to the scheduled COMPLETION DATE to reflect any delay or additional cost incurred as a result thereof."	This proposal is not accepted.
42	Annex 6 Section II Conditions of Contract	Clause 7.5 Please include at the end: "Additionally, notwithstanding anything to the contrary in the CONTRACT, the CONTRACTOR is entitled to remuneration in respect of any time lost due to fouling of, or loss of or damage to, geotechnical or environmental sampling or testing equipment which for the purposes of the WORK was deployed from the CONTRACTOR's vessel and which was caused, in the CONTRACTOR's reasonable opinion, by unexpected ground conditions, hazards in the seabed (e.g. cobbles, boulders, marine debris, munitions), other vessels (including equipment deployed therefrom), or contaminants released by ground engaging operations, and the COMPANY shall further reimburse the CONTRACTOR for (i) the cost of cleaning, decontamination or repairs at cost plus ten percent (10%) in the case of fouling or damage not beyond economic repair or (ii) the	This proposal is not accepted.

		cost of replacement (including, without limitation, the deductible in the CONTRACTOR's equipment insurance policy or a contribution toward the deductible up to the cap identified in this clause) in the case of loss or damage beyond economic repair, in the cases of (i) and (ii) up to a maximum of EUR 14,000 (fourteen thousand euro) (or equivalent if costs are in a different currency) per piece of equipment."	
43	Annex 6 Section II Conditions of Contract	Clause 8.1 (a) Please replace by: The CLIENT shall not 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."	This proposal is agreed. Except in the situation Contractor fails to comply with the contract.
44	Annex 6 Section II Conditions of Contract	Clause 10.2 (a) Please delete: ", and that the WORK will be free from defects." Defects is not defined in the contract.	This proposal is not accepted.
45	Annex 6 Section II Conditions of Contract	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 of the vessel(s) from the offshore WORKSITE)"	This proposal is not accepted.
46	Annex 6 Section II Conditions of Contract	Clause 10.2 (d) Please include at the start of this clause: "Subject always to CONTRACTOR's right to get a reasonable opportunity to rectify defects and/or non-compliances, " and add after "The CLIENT" in the first sentence: "acting reasonably"	This proposal is not accepted.

47	Annex 6 Section II Conditions of Contract	Clause 10.2 (e) Please include between "a" and "time frame" in the first sentence: "reasonable"	This proposal is not accepted.
48	Annex 6 Section II Conditions of Contract	Clause 11.1 First paragraph Please replace by: The CLIENT has the right to issue instructions to the CONTRACTOR at any time to make any variations to the WORK, provided that CONTRACTOR has the right to reject such a variation if the performance of such variation is not reasonably possible within the CONTRACTOR's capacity and resources.	This proposal is not accepted. To provide clarity on the variations that CLIENT will be eligible to request. The upward and downward variation range that should be reserved within the contractors capacity and resources, and will need to be accepted by the CONTRACTOR (copy of text per review clause of the Tender document, page 10 of 41): - Foreseen range for possible deviations of survey quantities per Annex [4a] – Cycle Times and Prices and [4b] – Cycle Times and Prices are 10% up - or down of provided survey quantities. - Foreseen range for possible deviations of lab test quantities per Annex [4a] – Cycle Times and Prices and [4b] – Cycle Times and Prices are 20% up or down of the total value assigned value for the lab programme. A larger variation of survey quantities (>10%) per Annex [4a/4b] or a larger variation (>20%) in the total lab programme value assigned, will be subject to prior approval per contractor. Variations below these percentages do not need to be discussed and accepted per the CONTRACTOR.
49	Annex 6 Section II Conditions of Contract	Clause 11.1 "2nd paragraph please delete: "Additional work or new information which the CONTRACTOR could have foreseen when the CONTRACT	This proposal is not accepted.

		was signed shall not entitle CONTRACTOR to an upward VARIATION."	
50	Annex 6 Section II Conditions of Contract	Clause 11.1 4th paragraph This does not seem to be balanced with regards to the provisions in the 2nd paragraph of this article especially regarding the "new information", 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"	This proposal is not accepted.
51	Annex 6 Section II Conditions of Contract	Clause 12.2 (d) Please include between "explosion" and "and/or": ", named storms, hurricanes"	This proposal is not accepted. Only 'hurricanes' are added.
52	Annex 6 Section II Conditions of Contract	Clause 12.2 (h) (NEW) Please add: (h) Any other unforeseen governmental or local restrictions that have an impact on the WORK.	This proposal is not accepted.
53	Annex 6 Section II Conditions of Contract	Clause 12.4 - Please replace 50% by 100%	This proposal is not accepted.

54	Annex 6 Section II Conditions of Contract	Clause 12.6 Please replace "shall be reimbursed from the day that the situation of force majeure exceeds 7 days in accordance with the applicable rates until the force majeure situation ends." with: "shall be reimbursed from the day that the situation of force majeure exceeds 7 days at 100% of the agreed Standby rate or Suspension rate (depending on which rate is defined in Annex [4])applicable rates) until the force majeure situation ends."	This proposal is not accepted.
55	Annex 6 Section II Conditions of Contract	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 not agreed. However clause 12.7 will added as follows: In the event the situation of force majeure exceeds 14 calendar days, both PARTIES shall have the right to terminate the CONTRACT with 7 calendar days prior notice.
56	Annex 6 Section II Conditions of Contract	Clause 13.4 Please replace following sentence "The CONTRACTOR shall be reimbursed by the Standby Rate for the duration of the suspension, unless the suspension arises as a result of default on the part of the CONTRACTOR and in accordance with Clause 11." with "The CONTRACTOR shall be fully reimbursed at the agreed Standby rate as defined in Annex [4] for the duration of the suspension unless the suspension arises as a result of default on the part of the CONTRACTOR. This reimbursement will be processed in accordance with Clause 11. "	This proposal is not accepted.

57	Annex 6 Section II Conditions of Contract	Clause 13.8 Please replace "exceeds the period stated in Section I (CONTRACT)" by "exceeds fourteen (14) days" as no period is included in Section I and the maximum period for suspension for convenience by the Client should be 14 days. Furthermore, please replace the following sentences: "(...)CONTRACTOR may serve a notice on the CLIENT requiring permission within fourteen (14) days from the receipt of such notice to proceed with the WORK or that part thereof subject to suspension. If within the said fourteen (14) days (...)" with: " (...)CONTRACTOR may serve a notice on the CLIENT requiring permission within three (3) workdays from the receipt of such notice to proceed with the WORK or that part thereof subject to suspension. If within the said three (3) workdays (...)" CONTRACTOR cannot be expected to put vessels on standby at the site for 30 days in total."	Proposal not agreed, however the clause is amended as follows:. exceeds the period stated in Section I (CONTRACT)" by "exceeds fourteen (14) days" as no period is included in Section I and the maximum period for suspension for convenience by the Client should be 14 days. "(...)CONTRACTOR may serve a notice on the CLIENT requiring permission within seven (7) days from the receipt of such notice to proceed with the WORK or that part thereof subject to suspension. If within the said fourteen (14) days (...)"
58	Annex 6 Section II Conditions of Contract	Clause 13.9 (New) please include a new clause as follows: "CONTRACTOR shall have the right to suspend the WORK 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 14 days from the date of such notice of default. During such period of suspension (as a result of a default by CLIENT) CONTRACTOR shall be reimbursed at the agreed Standby	This proposal is not accepted.

		rate as defined in Annex [4] until the suspension ends by CLIENT remedying the default."	
59	Annex 6 Section II Conditions of Contract	13.10 (New) Please include new clause as follows: "CLIENT agrees that CONTRACTOR shall be reimbursed at the agreed Standby rate as defined in Annex [4] during any period of suspension of its work, unless the CONTRACTOR elects to demobilise the vessel from the WORK, 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)."	This proposal is not accepted.
60	Annex 6 Section II Conditions of Contract	Clause 14.6 A payment term of 60 days is not acceptable, could you please replace first sentence of this article with: "Within thirty (30) days from receipt of a correctly prepared and adequately supported invoice by the CLIENT at the address specified in Clause 14.5, the CLIENT shall make payment in respect of such invoices as follows:"	This proposal is accepted.
61	Annex 6 Section II Conditions of Contract	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."	This proposal is accepted.

62	Annex 6 Section II Conditions of Contract	Clause 14.12 Please delete following phrase: "on account of the CLIENTS's failure to pay an invoice within the stipulated time limit, or" Contractor should have the right to suspend the works (or ultimately terminate the contract) if CLIENT does not pay (timely) and fails to remedy such breach within a reasonable term."	This proposal is not accepted.
63	Annex 6 Section II Conditions of Contract	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 thereon which may be assessed by any appropriate governmental 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. "	This proposal is not accepted.
64	Annex 6 Section II Conditions of Contract	Clause 15.8 (new) Please insert new clause as follows: "CLIENT shall fully compensate CONTRACTOR for any increased costs under the CONTRACT resulting from any change in (tax) law, which change in (tax) law comes into effect after the date of signing this CONTRACT. CONTRACTOR shall substantiate the cost increase it has incurred by providing written evidence."	Proposal not agreed. In the exceptional case such a situation arises, the parties will consult to find a solution.
65	Annex 6 Section II Conditions of Contract	Clause 17.2/17.3 There is a typo in these clauses: the last part of sub (b) applies to the whole clause so these clauses should be drafted differently (also refer to LOGIC). Please amend as follows: 17.2	This proposal is accepted.

		Where any potential patent or registrable right in any country in the world results from: (a) developments by the CONTRACTOR GROUP which are based wholly on data, equipment, processes, substances and the like in the possession of the CONTRACTOR GROUP at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT or otherwise produced outside of the CONTRACT; or (b) enhancements of or in the existing intellectual property rights of the CONTRACTOR GROUP, "such rights shall vest in the CONTRACTOR or another company within the CONTRACTOR GROUP as the case may be." 17.3 Where any potential patent or registrable right in any country in the world results from: (a) developments by the CLIENT which are based wholly on data, equipment, processes, substances and the like in the possession of the CLIENT at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT or otherwise produced outside of the CONTRACT; or (b) enhancements of or in the existing intellectual property rights of the CLIENT, "such rights shall vest in the CLIENT and its AFFILIATES or CO-VENTURERS as the case may be."	
66	Annex 6 Section II Conditions of Contract	Clause 17.10 Please add after 'non-exclusive' the following word: ", non-transferable"	This proposal is not accepted. The results of the Work must be shared with third parties.

67	Annex 6 Section II Conditions of Contract	Clause 18.2 Please replace clause 18.2 by following new clause: "The CONTRACTOR shall obtain all licenses, permits, temporary permits and authorizations 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 reasonable request of the CONTRACTOR, the CLIENT shall - without undue delay and where reasonably possible - assist the CONTRACTOR to obtain any license, permit, temporary permit or authorization required in relation to the foregoing. The CLIENT shall obtain all other licenses, permits, temporary permits and authorizations 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 reasonable request of the CLIENT, the CONTRACTOR shall - without undue delay and where reasonably possible - assist the CLIENT to obtain any license, permit, temporary permit or authorization required in relation to the foregoing"	This proposal is not accepted.
68	Annex 6 Section II Conditions of Contract	Clause 19.1 (c) Please delete the first mention of: ", CLIENT REPRESENTATIVE or other temporary hires of CLIENT" this is not an acceptable indemnity requirement and contradicts the knock for knock principle that is industry practice. Why would it be fair to deviate from this principle in favor of CLIENT only? CLIENT is best placed to insure the client representatives or its temporary hires for these risks and possible damages.	This proposal is not accepted, the Contractor must be responsible for the damage caused and attributable to it. This includes the damage that the Contractor causes to persons with whom it cooperates. This includes offshore client representatives or other hires of RVO. This is not damage for which the RVO should be held liable.

69	Annex 6 Section II Conditions of Contract	Clause 19.1 d Not acceptable, the risk of damage to third party infrastructure at the offshore worksite should lie with CLIENT as is industry practice and normally included in this LOGIC template. Please delete clause 19.1(d) and replace with new clause 19 (d) as follows: 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 infrastructure, telecommunications infrastructure, fishing nets 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)"	This proposal is not accepted.
70	Annex 6 Section II Conditions of Contract	Clause 19.2 (b) please delete: "and in so far CONTRACTOR is not liable according to clause 19.1 (c)" Note for 19.1 (c) please delete first mention of Please delete the first mention of: " CLIENT REPRESENTATIVE or other temporary hires of CLIENT"	This proposal is not accepted.

71	Annex 6 Section II Conditions of Contract	Clause 19.3 Please include following new clause as per the LOGIC standard (CLIENT should also indemnify Contractor for pollution caused by CLIENT property/vessels): 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 GROUP from and against any claim of whatsoever nature arising from pollution emanating from the reservoir or from the property of the CLIENT GROUP arising from, relating to or in connection with the performance or non -performance of the CONTRACT."	This proposal is not accepted.
72	Annex 6 Section II Conditions of Contract	Clause 19.4 Please replace first part of first sentence (before "the CONTRACTOR") by: "Except as provided by Clause 19.1(a), Clause 19.1(b) and Clause 19.3 (...)"	This proposal is not accepted.
73	Annex 6 Section II Conditions of Contract	Clause 20.1 Please replace 2nd sentence by: "All such insurances shall be placed with reputable and substantial insurers, satisfactory to the CLIENT, and shall for all insurances (including insurances provided by SUBCONTRACTORS) other than Employers' Liability Insurance/Workmen's Compensation to the extent of the liabilities assumed by the CONTRACTOR under the CONTRACT, include the CLIENT and its representatives including temporary hires, CO-VENTURERS and its and their respective AFFILIATES as additional assureds or otherwise protected on an indemnity to principals basis, provided this is allowed for under the insurance terms and provided that CLIENT has an insured interest."	This proposal is not accepted.

74	Annex 6 Section II Conditions of Contract	Clause 21.1 "First paragraph is not acceptable as this clause creates unclarity by labelling the different categories of damages as examples of indirect damages/consequential loss, while damages such as loss of profit can under Dutch law also be categorised as direct damages (and would in such case potentially not fall under this indemnity as the wording causes confusion), therefore please delete and replace first paragraph by: For the purposes of this Clause the expression "Consequential Loss" shall mean loss and/or deferral of production, loss of product, loss of use" (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)", loss of revenue, profit or anticipated profit (if any) and knock on costs incurred towards other Contractors, in each case whether direct or indirect and whether or not foreseeable at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT."	This proposal is not agreed. However for the purposes of this Clause the expression "Consequential Loss" shall mean loss and/or deferral of production, loss of revenue, profit or anticipated profit (if any) and knock on costs incurred towards other Contractors, in each case whether direct or indirect and whether or not foreseeable at the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT."
75	Annex 6 Section II Conditions of Contract	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." CONTRACTOR should be able to share with affiliates as there are other entities involved in the contract execution.	This proposal is not accepted.
76	Annex 6 Section II Conditions of Contract	Clause 22.5 Please delete the last sentence: "The penalty for CONTRACTOR for breaching its duty of confidentiality is 50,000 euro per breach."	This proposal is not accepted.

77	Annex 6 Section II Conditions of Contract	Clause 24.2 Please include after: "In the event of termination under Clause 24.1(a) the CONTRACTOR shall be entitled to payment as set out in Section III (Remuneration) for the part of the WORK performed in accordance with the CONTRACT together with such other payments and fees for those relevant commitments and obligations made by the CONTRACTOR that cannot be cancelled" the following wording "and the costs of demobilisation"	This proposal is not accepted. Costs for mobilisation and demobilisation are one price item per Annex 4a lot 1 and Annex 4b lot2. The price associated with (de)mobilisation will only be paid as one (1) unit.
78	Annex 6 Section II Conditions of Contract	Clause 24.8 Please insert new clause as follows: "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."	This proposal is not accepted.
79	Annex 6 Section II Conditions of Contract	Clause 30.1 (a) and (b) Not acceptable, please replace 30.1 (a) and (b) by: "The CONTRACTOR's total cumulative liability to the CLIENT, including any liability arising as a result of suspension under Clause 13 and/or termination under Clause 24 arising out of or related to the performance of the CONTRACT, is limited to 50% of the total CONTRACT PRICE per Lot." Liability should be capped at 50% of the Contract price in total (per LOT) for a contract this size/value to prevent unreasonable risk exposure for the Contractor. Caps per event are not acceptable.	This proposal is not accepted.

80	Annex 6 Section II Conditions of Contract	Clause 30.1 30.1 - 2nd paragraph Please delete ", or to any indemnity given by the CONTRACTOR under the CONTRACT" Please replace sub (a) by: "in the event of third-party claims for compensation in respect of death or personal injury where such damage was caused by CONTRACTOR's negligence or breach of duty (whether statutory or otherwise);" Please replace sub (b) by "in the event of criminal intent or Gross Negligence on the part of the CONTRACTOR ('Gross Negligence' for the purpose of this CONTRACT means any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action and which is in reckless disregard of or conscious indifference of a risk known, or so obvious that it should have been known. Gross Negligence expressly excludes an act, omission, error of judgment or mistake made in the exercise in good faith of any function, authority or discretion vested in or exercisable by such person or entity and which in the exercise of such good faith is justifiable by special circumstances, including safeguarding of life, property or the environment and other emergencies.)" Please replace sub (c) by: "in the event of a breach of intellectual property rights caused by CONTRACTOR." In sub (d) please delete the last sentence " Loss or damage includes fines imposed by the supervisory authority." This is not acceptable, in most cases a penalty is partly also caused by other acts of the CLIENT (the supervising authority often does not give a penalty on the basis of one	This proposal is not accepted.
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		first strike (and gives a warning first)). It is not reasonable to exclude these fines from the liability cap.	
81	Annex 6 Section II Conditions of Contract	Clause 30.2 Limitation period not defined in contract, please include limitation period here as follows: "The CONTRACTOR's liability under the CONTRACT shall cease two years after the moment of completion of the WORK. "	Clause 30.2 is deleted from this Conditions of Contract and will not be added again. The Dutch law is applicable instead. In Dutch law the limitation periods described are for specific situations.
82	Annex 6 Section II Conditions of Contract	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 delete "or where such wreck or debris is interfering with CLIENT operations"	This proposal is not accepted.
83	Annex 6 Section II Conditions of Contract	Clause 40 Please include at the end: "Notwithstanding anything to the contrary included elsewhere in the CONTRACT, breakdown of any vessel or equipment utilized 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."	This proposal is not accepted.

84	Annex 6 Section II Conditions of Contract	Clause 42 Liquidated Damages Please consider the LD's to be applied as follows: The LD's should be calculated per Lot per worksite and the percentages of the LD's should be related to the value of the particular worksite of the Lot. This to prevent being liable for unreasonable amount of LD's on a delay for a specific worksite for a Lot. The LD's should be CLIENT's sole and exclusive remedy for delays under this Contract.	This proposal is not accepted. Although this is one Tender, it has two lots. And there will be a Contract for each lot. These lots are separate and have nothing to do with each other.
85	Annex 6 Section II Conditions of Contract	Clause 42a Please replace by: "If, other than through Force Majeure, the CONTRACTOR is permanently unable to perform the WORK as agreed or it is reasonably foreseeable that CONTRACTOR will not be able to achieve the COMPLETION DATE at the dates as set out in Section [X] (taking into account any extensions of time provided and variations issued under Clause 11), then the Liquidated Damages will be immediately payable in full taking into account the cap specified in Clause 42 (e) and CLIENT shall be entitled to terminate the CONTRACT under Clause 24.1(b)."	This proposal is not accepted. "The relevant dates" referred to in Clause 42a of the conditions of contract, mean the dates included in Appendix 4a.
86	Annex 6 Section II Conditions of Contract	Clause 42 b (ii) Please delete "(ii) the right to be compensated for damages". and 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."	This proposal is not accepted.

		Please note this is in line with page 12 of Section IIIA and Section IIIB: "The mala shall be the sole and exclusive financial remedy of the Contracting Authority in respect of such failure."	
87	Annex 6 Section II Conditions of Contract	Clause 42 e Please include after "CONTRACT PRICE" the following "for that respective Lot"	This proposal is not accepted. Although this is one Tender, this Tender has two lots. And there will be a Contract for each lot. These lots are separate and have nothing to do with each other.
88	Annex 6 Section II Conditions of Contract	Clause 42 f (new) Please add new clause 42 f "Notwithstanding any other Clause in this CONTRACT, CONTRACTOR shall not be liable for and shall receive an extension of time (in accordance with clause 11) for any delays attributable to CLIENT GROUP or to a THIRD PARTY (including - but not limited to - fishing activities), any delays caused by Force Majeure or any delays caused by other unforeseen circumstances."	This proposal is not accepted.
89	Annex 6 Section III a/b Remuneration	Annex 6 Section III a - Clause 5.3 Please replace first part by: 5.3 Mala Mala applies if CONTRACTOR does not complete the KEY MILESTONES [1], [2], and/or [3] on - or before the ultimate completion date. If CONTRACTOR does not complete KEY MILESTONES [1], [2], and [3] on - or before the ultimate completion date defined by CLIENT in the Tender in Annex [4a] (Cycle time and Prices), the CLIENT will charge liquidated damages of 0.01% of the CONTRACT PRICE per Lot for each calendar day that the CONTRACTOR fails to complete KEY MILESTONES [1], [2], and/or [3], per individual KEY MILESTONES. The mala is capped at 1,67% (one point sixty seven	This proposal is not accepted.

		percent) of the CONTRACT PRICE for each of the individual KEY MILESTONE. The mala is capped at a cumulative maximum of 5% (five per cent) of the original CONTRACT PRICE per Lot."	
90	Annex 6 Section III a/b Remuneration	Annex 6 Section III b - Clause 5.3 Please replace first part by 5.3 Mala Mala applies if CONTRACTOR does not complete the KEY MILESTONES [1], [2], [3] and/or [4] on - or before the ultimate completion date. If CONTRACTOR does not complete milestones [1], [2], [3] and [4] on - or before the ultimate completion date as defined by CLIENT in the Tender in Annex [4a] (Cycle time and Prices), the CLIENT will charge liquidated damages of 0.01% of the CONTRACT PRICE per Lot for each calendar day that the CONTRACTOR fails to complete a KEY MILESTONES [1], [2], [3] and/or [4], per individual milestone. The mala is capped at 1,25% (one point twenty five percent) of the CONTRACT PRICE for each of the individual KEY MILESTONES. The mala is capped at a cumulative maximum of 5% (five per cent) of the original CONTRACT PRICE per Lot."	This proposal is not accepted.
91	Annex 6 Section IV - Scope of Work	In section 2.5.2 page 29 It is stated that a minimum penetration of 20 meter for a seabed CPT is required per location. In addition it is stated that the OCR can request a retest per location at no cost to client. What are the criteria on which these free of charge additional tests can be requested, is this just reaching the minimum penetration depth. In annex 4a there is a bumpover rate foreseen in case a retest is required. Can you clarify.	Scope of Work was updated, with 20m minimum penetration removed. Also the physical ability for CONTRACTOR to reach a penetration of 60m bsf for lot has been changed to 50m. Please see Scope of Work revision 1. In the updated Scope of Work, retesting is related to the bump over costs as mentioned in paragraph 2.4.5. Retest

			and bumpover as a result of malfunction and breakdown to be at contractor cost. If requested by CLIENT, bumpover and retests can be charged at operational rates.
92	Extension of question deadline	Please can the deadline of the 17th April be extended till 24th April, this due to the very limited time to comment on the contract and all the annexes? This would very much appreciated	This proposal is not accepted. However please see the amended time schedule on Tendered.
93	Conditions of Contract - 1 DEFINITIONS	1.8 "CONTRACT PRICE"; can you confirm that the contract price is per lot? Otherwise, the Liquidated damages and Limitation of Liability cap will be the aggregate of the sums of Lot 1 and 2.	This is confirmed.
94	Conditions of Contract - 30 LIMITATIONS OF LIABILITY	30.1 Limitation of liability (b); Please change the total aggregate cumulative liability to 100% of the contract price of each lot.	This proposal is not accepted.
95	Conditions of Contract - 42 LIQUIDATED DAMAGES	(e) Please delete the "in aggregate". The Liquidated Damages shall be linked to the Contract Price of the relevant lot.	Please see the answer to question 89.
96	Conditions of Contract - 14 TERMS OF PAYMENT	14.6 Please change the payment terms in 30 days.	Please see the answer to question 65.
97	Conditions of Contract - 24 TERMINATION	24.4 add the following wording; and DEMOBILISATION fee plus 10% of the remaining CONTRACT PRICE.	This proposal is not accepted.
98	Conditions of Contract - 14 TERMS OF PAYMENT	14.12 Please delete " failure to pay an invoice within the stipulated time limit".	This proposal is not accepted.
99	Conditions of Contract - 20 INSURANCE BY CONTRACTOR	20.1 Please accept the following insurance covers; Employers' liability is \$5M; General third party is \$12 M per occurrence and in aggregate not per event.	This proposal is not accepted.
100	Mobilisation earliest start	Earliest start date is set at 15 jan 2025. Can RVO elaborate on reason earliest start date and whether earlier start could be acceptable / beneficial?	Unfortunately the mobilisation window for lot 1 cannot be brought forward to the end of 2024.

Met opmerkingen [WS(1): @Mark, dit is niet een goede verwijzing. Het lijkt alsof je verwijst naar de oude nummering in het excell sheet. Zou je dit voor de vragen nog kunnen controleren alvorens publicatie?

101	Maximum Price	Can the maximum price for both lots be increased or can the laboratory testing taking out of the total price cap?	No. The price for one lot 1 has already been adjusted per MOI 1. Please see information in the first Memorandum of Information relating to the budget for LOT 1. The pricing of laboratory testing cannot be taken out as it is an integral part of Annex [4a/4b].
102	Shallow Gas Assessment	Will a shallow gas assessment be provided to the contractor?	No, this will not be provided by RVO.
103	DDW_20240319_GT_Annex 6 Section VI_QA_F	Section 8.3 chapter 1 In case Contractor Operations are reported WAITING ON WEATHER and predictions reasonably show conditions to persist, is Contractor allowed to take on maintenance activities that will temporarily prevent use of equipment (if weather conditions would be favourable) without losing WAITING ON WEATHER status as is stipulated in 8.3 section 1 (d)?	This proposal is accepted. However, if weather becomes workable on site, despite predictions, the Waiting on Weather status is retracted/lost when the weather is workable.
104	SOW 2.5.4 Thermal Conductivity	Client prescribes that either a temperature cone or thermal probe cone shall be used and shall be available on the vessel. Additionally client requests to consider alternatives including alternatives in relation to VC operation. For clarity, can you please confirm in case an alternative solution is proposed and accepted by RVO, the prescription of availability of temperature or thermal cones will be removed from scope.	Confirmed. Section 2.5.4. states that Contractor shall propose method to determine in-situ thermal conductivity. Proposed method shall be subject to Client approval.
105	Contract	Will COMPANY accept aggregate cumulative limitation of liability at 100%, including negligence and insurances?	This proposal is not accepted.
105	Contract	Can CLIENT confirm defects liability period is 12 months? There are some discrepancies in the supplied documentation draft contract states 2 years.	Please see the answer to question 34.
106	Variations	Variations Clause 11.1 2nd paragraph please can you 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."	Please see the answer to question 48.

		Clause exposes CONTRACTOR to significant extra costs for reasonably unforeseeable additional work	
102	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)"	This proposal is not accepted.
103	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 "" "	Please see the answer to question 82.
104	Liquidated Damages	Liquidated damages Clause 42.a Please add The LD's should be CLIENT's sole and exclusive remedy for delays under this Contract.	Please see the answers to question 84 and 86.

105	Invoicing	Latest time for receipt of invoices is thirty (30) days – CONTRACTOR asks to extend to sixty (60) days.	Please see the answer to question 60.
106	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".	This proposal is not accepted.
107	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).	This proposal is accepted.
108	NWN_20230324_GT_Annex 6 Section II Conditions of Contract _F	Clause 5.2: Max. 2 CLIENT OFFSHORE REPRESENTATIVES	This proposal is accepted.
109	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.	The clause will be amended as follows: "CLIENT shall be responsible for the timely delivery of CLIENT-provided materials per dates stipulated per Annex [4a] lot 1 and Annex [4b] lot 2. 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."

110	DDW_20240415_GT_Annex 4a_Lot1_Rev2 and DDW_20240415_GT_Annex 4b_Lot2_Rev2	We have independently modelled schedule and cost for both Lots 1 and 2 and find our models fit within the allowed parameters, but when we populate these BoQs we find that the ECVs are significantly higher and result in EXCLUSION points. Are the BoQ spreadsheets working correctly in this regard? Note we have not updated the Rev 3 BoQs released on 19/04/24 but need to ask this question before the deadline for questions is closed.	Yes the BoQ in the spreadsheets are working correctly.
111	Deadline for questions	As you have released new ITT documentation on Friday 19/04/24 will you consider extending the deadline for questions beyond 10:am on Monday 22/04/24?	Please see the amended time schedule on Tendered.
112	Annex 4a and 4b	Lab Testing pricing - there are additional extra overs associated with lab testing that are not captured within this sheet, 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 columns be added?	Please provide the best estimate for the associated costs for lab tests per Annex [4a] for lot 1 and Annex [4b] for lot 2. In both Annexes there is an item included that stipulates "lab test processing/reporting and any other expenses associated with lab testing not covered by other items above" (item 4.12 in Annex [4a] for lot 1 and item 4.10 in Annex [4b] for LOT 2). Tenderers should use these items to price additional expected expenditure/extra overs which cannot be priced within the individual lab tests.
113	Annex 6 - Section IV Scope of Work	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 timeline provided will take into account the required scope. Lab space can be reserved once a contract is signed.	As presented per Scope of Work" <i>As part of the tender submission, tenderers shall provide a letter from their nominated onshore laboratory confirming that they have sufficient reserved capacity to meet the proposed standard and cyclic laboratory testing schedule(s).</i> CLIENT would like confirmation that there is sufficient capacity in the assigned labs, and project schedule presented as part of the Tender is not at risks upon project award. If assigned labs can provide written confirmation that sufficient space/capacity is expected upon contract award, to meet presented timeline in Tenderers proposal - this would be sufficient.

114	Annex 6 - Section IV Scope of Work	Section 1.9: "During the laboratory testing, delivery of digital data of final results are required on a at least bi-weekly basis; " please confirm if this means twice a week, or once every two weeks. Please also confirm how this aligns with weekly data deliveries in Section 2.8.7 for Lot 2 campaign.	See answer to question 29. In section 1.9 the provision of offshore data is meant, while in section 2.8.7. the delivery of laboratory test data is meant.
115	Annex 6 - Section IV Scope of Work	Section 2.2.3: Please confirm if Type 3 boreholes are also quasi-continuous and they are allowed data gaps as specifications outline in Section 2.7.1, or if no data gaps are allowed?	Par. 2.7.1. states max spacing between samples of 0,5m so quasi-continuous Type 3 BH's are ok.
116	Annex 6 - Section IV Scope of Work	Section 2.2.3 and Section 2.8.3: Conflicting information over timeline for providing lab testing schedule after borehole completion. Can we request this is 3 working days?	Your proposal for 3 working days is accepted
117	Annex 6 - Section IV Scope of Work	Section 2.4.2: Would one method of equipment sinkage measurement be acceptable for operations?	RVO accepts your proposal to allow one system.
118	Annex 6 - Section IV Scope of Work	Section 2.5.1 and 2.7.2: Would con calibrations to ISO 22476-1: 2012 be acceptable, and therefore cone application classes to ISO 19901-8:2014?	The older version is acceptable, however details should be provided in the offer on maintenance and verification program used. See Par 2.7.2.
119	Annex 6 - Section IV Scope of Work	Section 2.5.2, Section 2.5.4, and Section 2.7.3: SCPT, PS Logging, and in situ thermal deliverables: Would 48 hours after borehole completion be acceptable for these deliverables?	Your proposal for 48 hours is accepted.
120	Annex 6 - Section IV Scope of Work	Section 2.5.3: Can you confirm is there is a maximum duration associated with dissipation tests and what kind of soil layers will be targeted?	Tests are mainly planned in clays. Maximum duration shall be TBC and in cooperation with/approval by the OCR
121	Annex 6 - Section IV Scope of Work	Section 2.5.5: Can you confirm if rates provided in Annex 4a and 4b are chargeable for any testing conducted offshore?	Please see answer to question 12 of the first MoI.

122	Annex 6 - Section IV Scope of Work	Section 2.5.5 and 2.7.6: Not all tests have reached the stage of accreditation across labs (e.g. DSS). In cases where labs do not have accreditation but have experience performing these tests, is other documentations acceptable (e.g. method statements, procedures, training records, lab audit, etc.)?	Yes other documentation is accepted. RVO uses a certifying body. The certifying body may request certain documents and plan an audit to ensure that labs methods are acceptable for certification, prior to the lab work being initiated. The certification body might request other documentation.
123	Annex 6 - Section IV Scope of Work	Section 2.5.5 and 2.7.6: is hydrometer method acceptable?	Please see the answer to questions 16 and 17.
124	Annex 6 - Section IV Scope of Work	Section 2.5.5 Page 32 and Section 2.7.6 Page 44: ERROR reference source not found - can you please verify what this link was referring too?	Please see the answer to question 13.
125	Annex 6 - Section IV Scope of Work	Section 2.7.1: Would manual recording of drilling parameters performed at regular intervals (per drillout, or pipe change) be acceptable?	As per 2.7.1 in SoW RVO requests an automatic system to record drilling parameters including but not limited to: Drilling rate (length per time units), Torque on bit, Bit Weight (force units), Mud pressure and Rotary speed (revolutions per minute). If contractor is proposing manual recording, they should, in their proposal, indicate which parameters can be recorded, the frequency/intervals over which they will be recorded and provide examples of the output of this data when incorporated with borehole logs and other standard field/factual report deliverables.
126	Annex 6 - Section IV Scope of Work	Section 2.5.2 and 2.7.3: "Seismic source shall be mounted on a seabed frame" Can you confirm this can be a separate frame from the seabed CPT/drilling rig/frame?	If the Contractor is proposing a separate frame to the seabed CPT/drilling rig/frame then information should be included in the proposal to highlight the constraints of this method, for example maximum change of heading possible during operation in instances of change in primary wind/wave direction
127	Annex 6 - Section IV Scope of Work	Section 2.7.6 Sample Photography: Can contractor simplify to two photos, one clean of drilling fluid and intact, and second photo split? Preference not to remove a thin veneer so as not to compromise any samples for advanced testing.	It is acceptable to photograph intact and clean of drilling fluid and then split after sub sampling has taken place. Please see Scope of Work revision 1.

128	Annex 6 - Section IV Scope of Work	Section 2.5.2 and 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. " Is stacking of signals to produce an SNR acceptable during the processing stage only?	With reference to section 2.7.3, the S/N ratio shall be judged in the field. Processing after the fieldwork is completed is too late to make sure the required S/N ratio is achieved.
129	Annex 6 - Section IV Scope of Work	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.	Please see the answer to question 30.
130	Annex 6 - Section IV Scope of Work	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.	RVO has a preference for offshore testing, however onshore testing is accepted.
131	Annex 6 - Section IV Scope of Work	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.).	ISO 14688 is accepted for logging (identification and classification). Scope of Work has been updated.

132	Annex 6 - Section IV Scope of Work	Section 2.7.10: Please note ASTM D5334-14 has been superseded by ASTM D5334-22ae1	Please see the answer to question 4.
133	Annex 6 - Section IV Scope of Work	Section 2.7.6 and Section 2.7.11: contractor will have to plan having suitable quantity of tube onboard in order to meet this specification, so can you provide guidance on likely depths this testing will be conducted? Are other preservation methods acceptable if guidance is provided by specialist testing laboratory?	While most of the testing takes place in the shallower parts of the geology, testing for MIC can go up to 25 meters below seabed. Client is open for alternate ways of testing proposed by contractor and subject to client's approval.
134	Annex 6 - Section IV Scope of Work	Section 2.7.6: Please confirm what binocular microscope tests are? Angularity, minerology, other?	Please see the answer to question 6.
135	Annex 6 - Section IV Scope of Work	References: ASTM D5311-13 has been withdrawn without. Please advise if this is still acceptable or if another standard is to be used.	Please see the answer to question 6.
136	Annex 6 - Section IV Scope of Work	Section 2.9 BRO requirements: Where/if BRO requirements deviate from ISO requirements, which standard takes precedence?	In principle the ISO requirements are applicable. However, for BRO requirements specific (By BRO) set guidelines are to be followed. In case ISO and BRO requirements are deviating either bridging solutions are to be found to comply with both or an agreement is to be found with RVO.
137	Recovery	Reasonable endeavours using best industry practice will be made to obtain maximum core recovery but percentage recovery will be subject to actual in-situ conditions. Please delete all re-test and additional sampling in the m rates and add extra line item for this in the pricing sheets.	Client intends to be practical about this. Although it is not our intention to re-do samples because of limited core-loss this remains subject to OCR approval.
138	Review Cycles Additional Clause	Contractor asks for introduction of condition to ensure efficient and timely revisions during Review Cycles by limiting Additional Remarks: Contractor suggests implementing a limiting principle on additional remarks after the initial revision round. Only one set of initial comments will be addressed, and no new comments will be allowed in subsequent review cycles. This ensures that	CLIENT is keen to efficiently address comments per review. CLIENT already implements the principle that no additional comments can be filed in a subsequent review round, unless major additional defect(s)/mistake(s) are uncovered. It is up to the CLIENT discretion if a comment can be closed and is addressed sufficiently, and if a subsequent revision / review rounds should ensue to close comments. CLIENT suggests that CLIENT and

		the revision process remains focused and avoids an indefinite cycle of revisions.	CONTRACTOR discuss this in the set-up of the project, such as the technical kick off meeting, as this is difficult to capture as part of the contract (conditions).
139	Non-solicitation Additional Clause	Please include a general non-solicitation clause?	This proposal is not accepted.
140	Standby Additional Clause	The Contractor is willing to assume responsibility for the aspects they can control. However, Standby Situations outside the Contractor's control are considered to be a Client risk and Client is requested for inclusion of a mechanism for Standby Situations outside the Contractor's control? This mechanism will provide protection against obstructions and other occurrences beyond the Contractor's control.	This is a general comment about the Conditions of Contract. RVO is of the opinion that in the Conditions of Contract the risks are sufficiently distributed among the party that also has control / can influence them.
141	Liquidated Damages (II) CoC Clause 42 (a) (III) Remuneration Clause 5.3	A delay incurred on an early milestone, will (under the current wording) have an automatic effect on the subsequent Milestones. It is agreed that should Contractor not meet the agreed Milestone, a penalty can be applied. However even when for the following Milestones adhering to the agreed timings, Contractor will still be impacted by LD's for a delay already incurred. To avoid such risk of accumulating LD's which work counterproductive, Contractor raises the question to include a mechanism where when LD's have already been applied for an earlier Milestone, the application of LD's for a delay in subsequent Project Milestones will be taken into consideration the consequences of the delayed prior Project Milestones, in order not to apply unjustified "double liquidated damages".	This proposal is not accepted.
142	Liquidated Damages (II) CoC Clause 42 (a) (III) Remuneration Clause 5.3	Can you please revise to apply Liquidated Damages on the final Milestone only or alternatively have a Clawback-mechanism where penalties are waived if final Milestone is reached on time despite missing earlier milestones.	This proposal is not accepted.

143	Limitation of Liability (II) CoC Clause 30	Can you please clarify or delete "[...] limitations [...] shall not apply to [...] any indemnity given by the CONTRACTOR under the CONTRACT" as this seems like a huge carve-out of the cap mechanism effectively nullifying the for the Contractor.	Clarification: Both Client and Contractor indemnify each other against damage that they cause to third parties or for which it is reasonable that they themselves are responsible. It is not reasonable to impose a restriction on this towards each other (Contractor versus Client and Client versus Contractor).
144	Termination for Convenience (II) CoC Clause 24.4	Contractor wants to avoid being confronted at the last minute with mobilized vessels, equipment and personnel becoming idle, thus incurring cost and not having the possibility to allocate them to another project. Contractor asks for a proper Early Termination Fee of 20% of remainder of contract value should Client decide to use the right of Termination for Convenience.	This proposal is not accepted.
145	Payment Term (II) CoC Clause 14.6	Contractor asks for a payment term of 30 days.	Please see the answer to question 60.
146	Variation by Client (II) CoC Clause 11	(i) While Contractor appreciates that variations are subject to Contractor's capability and resources, upon any Variation of the agreed scope, given the impact on equipment and resources, a unilateral change should not be possible. Preferred would be a mechanism that requires agreement on Time, Scope and Price impact before being forced into execution of the Variation. (ii) A downward modification of the Scope, is a unilateral change of Scope. If this is to be possible under contractual provisions, a compensation should be included for Contractor if reduction in scope exceeds a certain level.	(i) Please see the answer to question 48. (ii) Please see the answer to question 48.
147	Defects Correction (II) CoC Clause 10.2 (c) and (d)	The Contractor wants to ask if it is possible to incorporate the principle that Contractor is always be given the opportunity to rectify any defects itself before the Client considers engaging a third party. This is important due to the potential impact on project timelines (and consequently, liquidated damages) as well as the associated costs.	This proposal is not accepted.

148	Contractor to Inform Itself (II) CoC Clause 6.1	Contractor wishes to request an addition to this Clause, which would provide further clarification that this obligation is reasonably restricted, considering various factors including the available/provided information. For example addition of: "in as far as reasonably possible, based on Company provided information, information available in the public domain, and Contractors experiences as state of the art industry participant."	This proposal is not accepted. A potential Contractor is expected to be fully responsible for obtaining the correct and correct information for the execution of the assignment. The contracting authority points to this MoI in which Tenderers can request clarification about possible ambiguities in the Tender.
149	Suspension (I) Contract Clause 6.2 (II) CoC Clause 13.1 (II) CoC Clause 13.4 (II) CoC Clause 13.6 - 13.8	Contractor would like to have clarity on what mechanism to be applicable in case of Suspension for Convenience? Clause 13.4 refers to Clause 11. However a mechanism where Client can unilaterally call for suspension but any compensation would be subject to an agreement of a VO is very difficult. Company to clarify whether in case of such suspension the following costs will be covered: (a) any work performed to secure and protect the Work or part thereof; (b) any demobilization costs related to abandonment of the Work; (c) any standby time, whilst awaiting instructions; (d) any subsequent mobilization costs for resumption of Work. Please note that there is no period stated in SECTION I.	This proposal is not accepted.
150	Defects (I) Contract Clause 6.1 (II) CoC Clause 10.2 (b)	There is a contradiction between Defects Liability Period in Contract and Conditions of Contract. Contractor prefers one year. Please clarify your position.	Please see the answer to question 39.
151	BOQ	Lot 1 Item 2.1. Has SCPT as the end of description for positioning and setting up for PCPT locations. Where as the setup for SCPT locations is at item 2.4.	The SCPT mention in item 2.1 means that a dissipation test can be done during either a PCPT or a SCPT

152	BOQ	Lot 1 Items 2.7, 2.8, 2.9 on the Cycle Times & Prices, have in-situ thermal conductivity testing as part of the SCPT scope. However in the SoW section 2.1 states that Thermal Conductivity testing can be carried with either a thermal cone penetrometer or FIELAX Vibroheat. Can in-situ thermal conductivity testing can be carried out with FIELAX Vibroheat with Vibrocore, instead of in-situ TC with SCPT? If FIELAX Vibroheat can be used as an alternative, can additional items be included in the Vibrocore rates section to allow for costing of FIELAX Vibroheat with VC?	Please see the answer to question 106.
153	Lot 1 SOW	Are any of the Vibrocore locations co-located with any of the PCPT, SCPT locations?	This is not clear at this moment. This will be up to the discretion of the GM CONTRACTOR and RVO who will deliberate on the location plan. Normally temperature conductivity and vibrocore locations are to be co-located, but vibrocore locations are not co-located with PCTPT / SCPT locations.
154	Extension of Geological/Archaeological age reports	Can you extend the milestones for the geological age reports: Lot 1: extend by 1 month Lot 2: extend by 7 months These time estimates are based on the current longer turnaround for OSL dating, as well as the large volume of palynological samples.	This proposal is not accepted.

End of third Memorandum of Information