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Information Notice IV

Annex to tender document for EU award procedure ex ante evaluation, feasibility study and baseline survey

Tender:
FEZ/IM-318/Accra

Date:
15 november 2012

This document is an integral part of the tender document. In so far as any part of this document is inconsistent with the tender document, this document will take precedence over the tender document.

NOTE:

The new delivery date is: **Monday November 26th at 16.00 hours Accra time.**

Question 1	Page -	Paragraph -
In the case of a consortium, is it allowed to make use of a secondment construction, in which a third party is temporarily seconded to a consortium partner?		
Answer question 1		
Indeed this is allowed. The third party will be regarded as subcontractor, the consortium is still responsible.		

Question 2	Page -	Paragraph -
The closing date and time for submitting tenders is 16:00 hours local time on 21. The tender documents state that the proposal needs to be signed and delivered before 21 November 16:00. Does an electronic signature suffice?		
Answer question 2		
An electronic signature does not suffice since two hard copies and one electronic version need to be submitted – see also chapter 7 of the tender document.		

Question 3	Page 9	Paragraph ..
A consortium partner is directly involved in a WASH in Schools project in Greater Accra, together with several other parties. In the past, a connection has been established with the upcoming embassy programme. Currently, an independent programme is being established. It is possible that in a future phase of the project, synergy with the embassy programme will be sought by means of the PPP-facility. Consortium partner will possibly act as coordinator and business developer/capacity builder (in accordance with role in Football for WASH). What are the limiting conditions in order to prevent conflict of interest?		
Answer question 3		
Activities carried out in the past do not imply conflict of interest. However, the partner or consortium member involved in this ex ante / feasibility study is not eligible anymore for contracts with the Netherlands government under the GNWP programme. This restriction does not necessarily apply to contracts to be given out by the Ghanaian authorities.		

Question 4	Page 7	Paragraph ..
Regarding the experience of the proposed team leader: how is the minimum of 10 years international experience in the WASH sector defined? Does this refer for example to the number and/or regularity of projects conducted in the WASH sector? The same question is asked for minimum requirements to prove international experience in ex ante evaluations, feasibility studies and baseline surveys.		
Answer question 4		
Minimum requirements are defined by time: number of years all together involved in the sector, not necessarily uninterrupted.		

Question 5	ARVODI	Paragraph 25.2
The Contractor will not terminate either the insurance contracts or the terms applying to them without the Contracting Authority's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices and fees.		
We are insured but the exact terms of insurance are agreed annually with our insurer. The terms of insurance and insurance cover do not change substantially but certain conditions may change. We are not able to agree these new conditions with our clients in advance.		
Proposal: Delete tekst "The Contractor will not terminate... the agreed prices and fees" and replace with "Tender has adequate insurance and shall remain adequately insured for the duration of the engagement."		
Answer question 5		
Article 25.2 is replaced by the following article:...		
At the Contracting Authority's request, the Contractor will immediately present either the original or certified copies of the policies and proof of the payment of premium for the insurances referred to in paragraph 1 or a statement from the insurer to the effect that these policies exist and the premium has been paid. Nor will the Contractor change the insured sum to the Contracting Authority's disadvantage without the Contracting Authority's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices and fees.		

Question 6	ARVODI	Paragraph 25.2 and 25.3
25.3 The Contractor assigns to the Contracting Authority ...to pay to the Contracting Authority in respect of the insured event. The "Gids Proportionaliteit 2012" does not advocate assigning insurance payments in this way. Our insurer does not agree with this either. Would you agree to drop this article?		
Answer question 6		
The "Gids Proportionaliteit 2012" is not applicable yet. This article will not be dropped. However, if it is established that the insurer does not allow assignment, this article will not be invoked.		

Question 7	Page ARVODI	Paragraph 18
Penalty...third party. In our opinion a penalty clause is not required given that the terms and conditions include a liability clause and damage payments in the event of breach of contract. Would you agree to drop this article?		
Answer question 7		
No.		

Question 8	CONTRACT	Paragraph 6.3
<p>If the duty of confidentiality imposed on the Contractor and its Staff under article 11 of the ARVODI 2011 is breached, the Contractor will be liable to pay the Contracting Authority a penalty of €50,000 per event. We would like to extend this article with 'to a maximum of euros 50.000 Do you agree with this?</p>		
Answer question 8		
No.		

Question 9	ARVODI	Paragraph 19.3
<p>19.3 A Party who imputably fails to discharge its obligations is liable to the other Party for any loss incurred by the other Party. Do you agree to limit liability to direct damage? Do you agree that the liability amounts in the staffel are a total maximum amount and not an amount per event?</p>		
Answer question 9		
See draft contract article 6.7 where liability per event is limited. The number of events is not limited. The suggestion to limit liability to direct damage is not acceptable.		

Question 10	ARVODI	Paragraph 20
<p>Force majeure... engaged by the Contractor. We would like to extend this article as follows "during the course of the engagement Tenderer is dependent on the timely availability and accuracy of the required information from the client. If client does not meet these obligations then Tenderer cannot be held responsible for delay. 'Do you agree with this?</p>		
Answer question 10		
No.		

Question 11	Page 9	Paragraph ..
<p>We assume that PDF is also permitted? If not then please confirm that the electronic version does not need to be signed.</p>		
Answer question 11		
Yes that is correct. PDF and ODF formats are also allowed.		

Question 12	Page 9	Paragraph ..
<p>Are we permitted to send the electronic version by email?</p>		
Answer question 12		
No, this is not allowed.		

Question 13	Page 6	Paragraph ..
<p>If the Tenderer cannot deliver all parts of the requested services, due to lack of specific expertise in as specific area, then it is usual to involve a subcontractor. We assume that in this case we also include the subcontractor's turnover in this section. Is that correct?</p>		
Answer question 13		
It is possible to add turnover of subcontractors to comply to the turnover minimum requirement or to use specific expertise. Principal contractor/consortium must show, on request, that these resources/revenue are made available for him during the execution of the contract.		