

Memorandum of Information

Contracting Authority: **InvestInternational**

Tender: Consultancy for Public Infrastructure Project Preparation

Date: 02 August 2023

Public Infrastructure					
Public- and Healthcare Infrastructure					
Healthcare Infrastructure					
Unknown					
Ref. nr.	Label	Subject	Question	Lot	Answer
1	Proces	Deadline for asking clarifications	Dear Madam, Sir, would it be possible to extend the deadline for asking clarification questions ?	Public Infrastructure	We have accepted and executed this.
2	Inhoud	Appendix 3 Selection Criteria part IV ESPD (6)	Could you please clarify the number of references of the following sentence: In total, the Candidate therefore submits a mix of twenty (25) references forms for Lot 1 and twelve (15) for Lot 2 with the Request for Participation. Is it 25 or 20 for Lot 1? Is it 15 or 12 for Lot 2?	Public Infrastructure	It is 25 references for Lot 1 and 15 references for Lot 2. The selection document and Appendix 3 'Selection Criteria' will be adjusted.
3	Inhoud	Appendix 3 Selection Criteria part IV ESPD (6)	We understand that if a project covers 4 core topics, the reference must be of minimum 20 million in order to be considered as a 4 core topic reference? Also we understand that a project of construction is also applicable. Is this assumption correct?	Public Infrastructure	No, there is no relation between the minimum project value (size) per core competence and the number of core competencies executed in one (1) project (reference). For your 2nd question, please see the answers to questions 16, 38 and 132.
4	Proces	Appendix 2 Suitability requirements part IV ESPD	Does the ISO requirement apply for all the members of the consortium?	Public Infrastructure	Yes, as all the consortium members will be executing assignments under the framework contract.
5	Inhoud	Appendix 8	Could you please clarify if Logistic and Transport includes both passenger and logistics?	Public Infrastructure	Logistic and Transport can relate to innovation and greening in (peri)-urban mobility (electrification, model shift to e.g. water transport), ports (green ports, loading stations for electrical or hybrid vessels) and logistic in the context of agri-food and exports (e.g. cold chain).
6	Inhoud	Staff Resources	Can you extend the maximum number of pages for the staff resources selection criteria beyond the current maximum of 1 (one) page?	Public Infrastructure, Healthcare Infrastructure	The elaboration of selection criteria 5.3.2 till 5.3.5 (sections B.1, B.2, B.3 and B.4 of the Appendix 3 Selection Criteria part IV), may consist of a maximum of fifteen (15) pages A4, Arial 10 font (see paragraph 5.3.5. of the Selection Document). Paragraph 5.3.2 of the Selection Document will be adjusted (the one page mentioned for 5.3.2 is not applicable).
7	Proces	GVA and non-Dutch companies	"The GVA (declaration of good conduct) seems only needed for Dutch companies (it says 'De buitenlandse rechts- en natuurlijke personen worden niet gescreend en worden dus niet vermeld op de verklaring' – 'The foreign legal and natural persons are not screened and are therefore not mentioned on the statement'). Source: https://www.justis.nl/sites/default/files/2023-06/Aanvraagformulier%20GVA.pdf (1) Can you confirm that - as a Belgian entity - we are not required to submit a GVA form upon a positive Selection Decision? (2) Will we be required to provide another (Belgian?) form as an alternative to the GVA? "	Public Infrastructure, Healthcare Infrastructure	1) We confirm. 2) An equivalent form from the country where you are established is sufficient. If this document is missing, it may be replaced by a sworn or solemn declaration. You make this declaration before a competent judicial or administrative authority, a notary or a competent professional body of Belgium, in your situation.
8	Inhoud	Review and appraisal Services	Apart from services for carrying out studies by the Consortium itself, services for reviewing and appraisal of studies or other documents produced by other parties are also procured. Is it correct that for these type of services no references are requested, or can the Appendices 4a-e also be used for review services.	Public Infrastructure, Healthcare Infrastructure	It is suggested to focus references on experience in preparation studies. If sufficient experience is demonstrated, the assumption is that such consortium shows the capabilities to provide expert opinion and appraisal on other studies; therefore, a reference specifically on review and appraisal is not particularly expected, unless judged relevant to demonstrate general experience in your submission. The Selection Document and Appendix 3 Selection Criteria will be adjusted (the bullet 'Focus' will be added).
9	Contract	Project Value of References	Can you please confirm the project value requirements for Lot 1 and Lot 2? - Our understanding is for Lot 1 for each core competency there are four (4) references above 20 million EUR and one (1) reference above 5 million EUR. Totaling to 25 references for Lot 1. - Our understanding is for Lot 2 for each core competency there are two (2) references above 5 million EUR and one (1) reference above 20 million EUR. Totaling to 15 references for Lot 2.	Public Infrastructure, Healthcare Infrastructure	This is correct.
10	Proces	Number of projects to submit	It is not clear if the maximum numbers of reference projects to submit for Lot 2 is three (3) per core competence, so twelve (12) in total? So, only three references per core competence will be evaluated? Appendix 3 mentions different numbers. Please confirm.	Healthcare Infrastructure	The maximum numbers of reference projects to submit for Lot 2 is three (3) per core competence, so fifteen (15) references in total (there are 5 core competences). So, only three references per core competence will be evaluated. The Selection Document and Appendix 3 will be adjusted.
11	Contract	Budget	The available budget for this Framework Agreement differs in two of the documents. Which is the correct value? Selection Document, Page 15: -Lot 1 has an estimated total contract value of max EUR 15,000,000 based on a contract period of 4 years. -Lot 2 has an estimated total contract value of max EUR 3,000,000 based on a contract period of 4 years. Contract Notice - TN410928, Page 4: -Lot 1 Value excluding VAT: 20 000 000,00 Currency: EUR -Lot 2 Value excluding VAT: 4 000 000,00 Currency: EUR	Public Infrastructure, Healthcare Infrastructure	Lot 1 has an estimated total contract value of max EUR 15,000,000 based on a contract period of 4 years. Lot 2 has an estimated total contract value of max EUR 3,000,000 based on a contract period of 4 years. TenderNed will be adjusted.

12	Proces	Value of references	In Appendix 3 it is mentioned that for Lot 2 the minimum project value is: For 4 references: min. EUR 5 million, for 1 reference: min. EUR 20 million. How does this relate to the three references per core competence that need to be submitted? And: is it correct that this amount refers to the project value, not the consultancy contract value?	Healthcare Infrastructure	For Healthcare Infrastructure it must be: 'at least two references of project value of min. EUR 5 million, with at least 1 reference of a min. EUR 20 million'. Yes, it is correct that this amount refers to the project value and not the consultancy contract value. Appendix 3 'Selection Criteria' will be adjusted.
13	Contract	Duration	The duration of the Framework Agreement differs in two documents. Which one is the correct duration? Selection Document, Page 16: -The Framework agreements have an initial term of three (3) years, with the optional possibility of extending the Framework agreements one (1) time by one (1) year. Contract Notice - TN410928, Page 4: -Duration in months: 48 -This contract is subject to renewal: yes -Optional extension with one (1) time one (1) year	Public Infrastructure, Healthcare Infrastructure	The Framework agreements have an initial term of three (3) years, with the optional possibility of extending the Framework agreements one (1) time by one (1) year. The Framework agreements therefore have a maximum term of four (4) years. TenderNed will be adjusted.
14	Proces	Planning	The procurement process and time schedule in paragraph 3.4, page 18, of the Selection Document are not clear. The Table "Phase 1: Selection Phase" suggests that we shall submit our proposals by the 28th of August. However, the Table "Preliminary planning phase 2: Award phase" again specifies a new 'Closing date for submitting Proposals' by the 17th of October. What is meant or expected from the tenderers on this second proposal submission date? Can you please provide further explanation and details about each phase and what is expected from the tenderers?	Public Infrastructure, Healthcare Infrastructure	On the 28 August you submit your 'Request for Participation' confirming the description in the Selection Document. The proposal due by October 17 consists only of accepting the award requirements as there are no award criteria.
15	Inhoud	Staff	As per Appendix 3, Part B, we have to demonstrate our staff resources and their availability. Are we required to provide CVs? If so, to what extent? Or is a general description sufficient together with an overview of available staff described in short bios?	Public Infrastructure, Healthcare Infrastructure	CVs are not required for the Framework Agreement submission, as it is not an award criterion. CVs will only be technical criteria in subsequent proposals for Call-off Contracts (for every individual assignment). In the selection phase for the Framework agreement, we look for explanations from the Candidates regarding their resources available to deliver consultancy services in a broader sense. These can be, for example, number of permanent staff in a particular discipline, international presence and staff in various countries, ratios of experts and consultants to total staff of the Candidate, etc. which can be any explanation or description of the resources of the Candidate or any particular tools and expertise of their staff that differentiate from competition.
16	Inhoud	References	Section A of Appendix 3 of the tender documents details that the project value of references needs to meet a certain threshold. The project value also covers the execution of the entire project including construction. For assignments that covered e.g. the pre-FS, investment planning or master planning phase of an overarching project, it is often not yet known exactly how much the execution of the entire project including construction will cost or has costed. Is it in such a case acceptable to assume if the threshold of 5 mil or 20 mil EUR is crossed, as in many cases this will obviously be the case without knowing the exact implementation cost?	Public Infrastructure, Healthcare Infrastructure	Project Value refers to the estimated amount of (infrastructure) investments of the underlying project presented in the reference. If the project is implemented or not, the template should show what information is available of the overall capex amount. Even in Pre-FS or FS, typically a range of magnitude or estimated capex amount (within a margin of error) is known, therefore can provide the information on the project value. Also see the answers to questions 38 and 132.
17	Uitvoering	Integrated Project Management	Section A of Appendix 3 of the tender documents provides the definition of Integrated Project Management. We feel that there is significant room for interpretation in this definition and that there is a risk that different candidates will submit different kind of references. Should this definition be interpreted as any unpaid work that the Candidate has done to initiate and develop their own projects, or can it also be interpreted as any paid work in which the Candidate has contributed to e.g. investment planning and master planning leading to FS studies, ESIs and tender procedures, for example some of the phased projects that have in recent years been initiated by Invest International?	Public Infrastructure, Healthcare Infrastructure	Integrated project management are all activities (paid or - if applicable - unpaid) coordinating, aligning and integrating different components of a large project such as the four different components mentioned in Appendix 3: technical, financial-economical studies and financial structuring, ESG and procurement. Integrated project management also refers to the integration of the different phases of project development and aligning with and - where possible - integration of the different positions, stand points and interests of counterpart government and (other) important stakeholders of a project into the project development.
18	Proces	Rates and prices	In what way will financial information on rates and prices be evaluated? Or is this excluded from the evaluation process, and shall the consultants not provide any such information?	Public Infrastructure, Healthcare Infrastructure	Financial information on rates and prices is excluded from the evaluation process for the Framework Agreement and therefore the consultants don't have to provide any such information. Financial information will be evaluated in the process for procuring individual assignments as Call Off Contract.
19	Proces	Evaluation	What will be the weighting Technical vs Financial in the evaluation of proposals under the Framework Agreement?	Public Infrastructure, Healthcare Infrastructure	This can only be determined for each Call Off Contract. A data sheet will specify these parameters for each Assignment as the nature, content and size may vary. Typically the focus in evaluation is put on quality of the proposal (knowledge and technical proposal) as consulting assignments are often pre-budgeted in our Grant Arrangements and price plays a limited role. We refer to paragraph 1.2 of the Selection Document. However, the weighting may vary for each Call Off Contract, therefore at this stage we cannot provide a fixed weighting.
20	Contract	Call-off	The liability arrangement in art. 21.3 in the ARVODI- 2018 is not specifically made – and therefore: not fit – for framework agreements. Can you confirm that with 'Contracts'/'the Contract' under art. 21.3 is meant the 'Call-off contract'? If so, could you clarify this in the Framework Agreement and/or in Appendix 12 the concept Call-off Contract.	Public Infrastructure, Healthcare Infrastructure	We confirm that with 'Contracts'/'the Contract' under art. 21.3 of the Arvodi 2018 is meant the 'Call-Off contract'. The Framework Agreement will be adjusted.
21	Contract	Liability	Could you agree that the Consultant's liability under a Call Off Contract expires after two years - or if that is not acceptable at least: five years - after the Call Off Contract is terminated by completion or cancellation?	Public Infrastructure, Healthcare Infrastructure	We agree. The Contractor's liability will lapse 5 years after completion or termination of the Call Off Contract. The Framework Agreement will be adjusted.

22	Contract	ARVODI	In art. 7.3 the Contracting Authority deviates from the liability arrangement in the ARVODI and is putting more risk on the Consultant by requiring an 'indemnity'. This is against the principles of the Gids Proportionaliteit ('GP') (ref. art 3.9 A resp. 3.9 D). Could the Contracting Authority delete this clause and if not, explain why it has decided to apply this deviation in the light of aforementioned articles in the GP? Further, shouldn't this assessment take place at each Call Off Contract it concludes with the consultant and if not, why not?	Public Infrastructure, Healthcare Infrastructure	We do not delete this clause as the liability is limited to three (3) times the Call Off Contract value per event and the maximum value of six (6) times the Call Off Contract for each year or part of a year that the Contract has been in force". See also the answer to question 56. As this is applicable for all Call Off Contracts, this paragraph will remain part of the Framework Agreement.
23	Juridisch	Reason	Clause 10.2 Loss of data: In this clause, please add: 'reasonably technical' before 'possible' and at the end of the sentence: 'acting reasonably'.	Public Infrastructure, Healthcare Infrastructure	We agree and have adjusted appendix 11 in line with this supplement.
24	Contract	Early termination	Regarding Clause 14.1 of Framework Agreement: Final Provision (Conclude services after early termination): It is advised to delete this clause. It makes no sense that a Contractor should 'conclude' its services if the contract is terminated, whether by agreement or breach of contract of either Party. Moreover it is unclear what 'conclude' entails. In the event Invest International wishes to maintain this clause please advise the meaning of 'conclude' and please add at the end of the clause 'and always subject to payment of the services in accordance with the Call Off Contract'.	Public Infrastructure, Healthcare Infrastructure	We have adjusted the clause accordingly: 'conclude' means that the Contractor will complete any on-going call off contract(s) at the time of termination (according to the term of that particular call off contract), but no further Call Off Contracts will be issued since the Framework Agreement is terminated. Appendix 11 will be adjusted.
25	Proces	Bonus points for DRIVE countries and combination countries	Selection Document, page 31. For Lot 2, the max. nr. of points to be gained for the Quantitative assessment for Competences/References is 180 points (3x5)x 12 points, max 12 points per Reference. Are the bonus points for Reference projects in a DRIVE country (+10 points) or in a combination country (+15 points) added to this maximum? How does this relate to a maximum score of 12 points per Reference? Can a reference in a DRIVE country score maximum points? Please explain.	Healthcare Infrastructure	The maximum score is 12 points for both lots. We have changed the bonus points as follows: In a country outside DRIVE list (+8 points), in a DRIVE country (+10 points), or in a combination country (+12 points). Paragraph 5.3.1 of the Selection Document will be adjusted.
26	Proces	Technical competence and professional ability	Selection Document, page 32. Does the mentioned page limit of 1 page for "5.3.2. Staff Resources" apply to the combined information of all consortium members? And, how does this relate to the maximum of 15 pages for the sections 5.3.2 till 5.3.5: Does the 15 page limit supersede the 1 page limit and is it allowed to use more pages for 5.3.2 as long as the 15 page limit is not exceeded?	Healthcare Infrastructure	See the answer to question 6.
27	Inhoud	Requirements	For Lot 1, section 3.1.1 Documents of Evidence of the Selection Document and Section B of the Appendix 2 Suitability requirements part IV ESPD clarify what to do in case of a Consortium for all evidences (every member of the Consortium must provide the evidence) except for two: - Copy certificate ISO 9001:2015 - Copy certificate ISO 27001:2013 What shall the Candidate submit within the Request for Participation in case of a Consortium for these two evidences?	Public Infrastructure	See the answer to question 4.
28	Inhoud	Requirements	For Lot 1, with regards to sections B.1, B.2, B.3 and B.4 of the Appendix 3 Selection Criteria part IV, are there any specific requirements for the level of evidence (maximum number of pages, or similar) for the descriptions of the Staff Resources (100 points), Network Resources (100 points), Technical Equipment (50 points) and Rationale of Organisation (200 points)?	Public Infrastructure	See the answer to question 6.
29	Contract	Requirements	For Lot 1, with regards to section A.1 (page 3) of the Appendix 3 Selection Criteria part IV, are there any specific requirements for the level of evidence (maximum number of pages, or similar) of letter of proof regarding client satisfaction documentation to be submitted once the Contractor receives the Award Decision for the Framework Agreement?	Public Infrastructure	This only concerns the Candidates to whom a positive Selection Decision is sent. It is up to the judgement of the Candidate to define what constitutes a "proof of satisfaction", as there are numerous ways and formats that countries and governments or clients may use to issue such statement. We therefore cannot require a given format and will assess based on the documents shown when requested. Note that in some instances, extract from the consulting contract (e.g. cover letter, recitals and signing pages) can also be used as proof that the Candidate/consultant has really been contracted, in case the Candidate/consultant has not or is not able to issue a letter of completion or satisfaction; this however is more of an exception than the rule.
30	Inhoud	Scoring	For Lot 1, can you confirm if the Qualitative Assessment of the references described in section 5.3.1 of the Selection Document (with a maximum score of 250 points) is undertaken individually for each reference provided by the Candidate or globally for the full list of references provided by the Candidate as part of the Request for Participation submitted?	Public Infrastructure	The qualitative assessment of the references described in section 5.3.1 of the Selection Document (with a maximum score of 250 points) is undertaken globally for the full list of references submitted by the candidate.
31	Contract	Awarding	For Lot 1, it is our interpretation of the sections 1.4 and 5.5 of the Selection Document that: - The five (5) Candidates with the highest score will be invited for the Award Phase. - After the Award Phase, between one (1) and five (5) candidates will be included in the Framework Agreement with the Contracting Authority on behalf of Invest International Pulic Programs B.V. Is this correct?	Public Infrastructure	It is correct that the five (5) candidates with the highest score will be invited for the award phase. If all five (5) candidates accept the programm of requirements, a Framework Agreement will be concluded with all five.
32	Inhoud	Scoring	For Lot 1, what is maximum number of references that the Candidate needs to submit to reach 300 points score, 20 or 25? Assuming that the Candidate needs to submit 5 references for each core competence (Section 5.3.1 of the Selection Document), this will then depend if the Integrated Project Management services, included in section 2.1 of the Appendix 8 Terms of Reference, are part of the scoring or not. There is some inconsistencies between the following tender documents in this regard: - Slide 15 (Indicative Scope of Works - Type of services) of the Framework Agreement Market Consultation - Section 2.1 of the Appendix 8 Terms of Reference - Section 1.3 of the Selection Document European Restricted Tender - Section 5.3.1 of the Selection Document European Restricted Tender - Section A.1 (page 3) of the Appendix 3 Selection Criteria part IV: "[...] In total, the Candidate therefore submits a mix of twenty (25) references forms for Lot 1 [...] with the Request for Participation [...]"	Public Infrastructure	25 references: 5 references for each core competence. There are 5 core competences: 1) Integrated Project Management, 2) Technical studies, 3) Financial & Economic Studies, 4) Impact and Environmental & Social Studies and 5) Procurement expertise.

33	Inhoud	Scoring	For Lot 1, what is the maximum scoring per reference, 12 or 15 points? The section 5.3.1 of the Selection Document European Restricted Tender says: - "Per reference, a maximum of 12 points can be scored." - "Scope per reference - In a combination country: +15 points)"	Public Infrastructure	See the answer to question 25.
34	Inhoud	Appendix	For Lot 1, are the Integrated Project Management services, included in section 2.1 of the Appendix 8 Terms of Reference, part of the scoring? There is some inconsistencies between the following tender documents in this regard: - Slide 15 (Indicative Scope of Works - Type of services) of the Framework Agreement Market Consultation - Section 2.1 of the Appendix 8 Terms of Reference - Section 1.3 of the Selection Document European Restricted Tender - Section 5.3.1 of the Selection Document European Restricted Tender - Section A.1 (Page 3) of the Appendix 3 Selection Criteria part IV: "[...] In total, the Candidate therefore submits a mix of twenty (25) references forms for Lot 1 [...] with the Request for Participation [...]"	Public Infrastructure	Yes, the Integrated Project Management Services are part of the scoring as mentioned in paragraph 5.3.1 of the Selection Document.
35	Proces	Submission of bid documents	TenderNed® Can you please confirm that in TenderNed under Selection criterion 7. Rationale of your organisation, we can submit two documents of 15 pages each, i.e., one per lot.	Public Infrastructure, Healthcare Infrastructure	Yes, you can.
36	Proces	Letter of proof for ongoing projects	Selection Document - page 22 The Selection Document states the requirement for a "Letter of proof regarding client satisfaction for every submitted reference-project" – what should be submitted for ongoing projects?	Public Infrastructure, Healthcare Infrastructure	See question 29. If a project is on-going, we will accept extract of the consulting contract demonstrating that the reference is effectively contracted. In such case, we do not need any extract that shows sensitive commercial information.
37	Proces	Presentation	Selection Document - page 32 Are there any other criteria with regards to the format of presentation of the bid other than presented in paragraph 5.3.5 (page 32) of the Selection Document, i.e., Word or PPT, landscape or portrait?	Public Infrastructure, Healthcare Infrastructure	No.
38	Proces	Project values	Appendix 3 Selection criteria - section A.1. The minimum project values are set at either EUR 5 million or EUR 20 million per reference. For some relevant project experiences, no project value may be known, for example because the technical, financial or economic studies were implemented at a time when the construction project itself was not yet clearly defined or funded. For example, in D2B feasibility studies, it may not yet be known if a DRIVE investment follows, and if so what the value will be exactly. How to apply this criterion to such projects?	Public Infrastructure, Healthcare Infrastructure	See the answers to the questions 16 and 132. A project value can be estimative, on basis of cost estimates of a Feasability Study is already an indication of a project value, as not each and every project is effectively executed, but consultants do still execute the preparation works. Even approximative value of capex and life-cycle are sufficient even from preparation studies, as we do not require only project amount confirmed by a contract for execution of Works.
39	Proces	Working together	Appendix 3 Selection criteria - section A.2. "Experience of consortium members in working together and successfully completing assignments" is scored. Is "working together" here defined as the consortium members working with each other, or does it also include the consortium members working together with other organisations in general?	Public Infrastructure, Healthcare Infrastructure	"Working together" here is defined as the consortium members working with each other.
40	Proces	Variety of sectors	Appendix 3 Selection criteria - section A.2. "The variety of sectors of experience covered" is scored in the qualitative approach. For Lot 2 only one sector is mentioned on page 2, i.e., "Healthcare". Does this criterion for variety still apply for this lot? In other words, is this scored based on variety of subsectors as indicated in Appendix 8?	Healthcare Infrastructure	The bullet: "The variety of sectors of experience covered" is not applicable for Lot 2: Healthcare Infrastructure.
41	Proces	Number of references	Selection Document - page 31 Inconsistency in numbering: "a mix of twenty (12) references forms must be submitted", while the list adds up to 5x3 = 15 references.	Healthcare Infrastructure	See the answer to question 2.
42	Proces	Scoring of references	Selection Document - page 30 Score per reference in a combination country is 15 points, but per reference can a maximum of 12 points be scored? How does that relate?	Public Infrastructure	See the answer to question 25.
43	Proces	Number of references	Selection Document - Page 29 5.3.1 "A mix of twenty (25) references forms ... must be submitted" – please confirm that this should read "twenty-five".	Public Infrastructure	We confirm. See also the answer to question 2.
45	Contract	Conflict of Interest for DRIVE execution phase	Are Sub-contractors involved excluded from participation in the drive execution phase?	Public Infrastructure, Healthcare Infrastructure	This question is unspecific. What type of Subcontractor is considered here? In principle, if a preparation study (for which Consultancy firms (as Subcontractors) are involved as advisers to the Contracting Authority) has been tendered and awarded to a (Construction/EPC) Contractor for execution, we do not see what would prevent such Contractor to hire services of the same consulting Firm that was involved in the preparation and the tender? (as the tender is passed) We do not really see a COI; COI can arise however, if the consultancy firm involved in preparation of the tender documents is also working in preparing the bid for construction/implementation of one of the bidding parties (Construction contractors). In all cases COI remains the purview of the Contracting Authority and therefore such Authority may specify if a Contractor is conflicted (however it could only be by principle, not much be fact?), for which Invest International has very limited control as Invest Internationally is typically not part of the execution of a DRIVE project in terms of contracting but only with respect to disbursement and compliance.
46	Inhoud	References	Can you confirm that for the integral project management, references can be based on the management of individual projects rather than on the programme management of the portfolio of these projects?	Public Infrastructure	Integral project management may refer to individual projects. Note that our instruments are not designed to fund programs but implementation of projects
47	Proces	Second round for questions	We request you to plan a second closing date for questions so it will be possible for participants to ask questions after the publication of the Memorandum of Information.	Public Infrastructure	In consideration of the planning for the tender procedure, we do not intend to have additional rounds of Q&A.

48	Proces	Selection Document European Restricted Tender 1.5, page 6	Progress will be monitored with a tool. (A) Do you expect us to develop that tool or do you provide us with such tool? (B) How often do you expect to hold progress meetings face-to-face or online per year?	Public Infrastructure	A) Do you mean 1.6, page 16 of the Selection Document? If we want to use a monitoring tool, we will provide you with such a tool. B) General meetings without any relation to specific Call Offs or projects in execution will take place 6 months after the start of the project and then further once a year unless there are reasons to organize an additional meeting. Type of meetings still to be decided, but presence in person will not be mandatory.
49	Proces	Appendix 8 Terms of Reference	The Terms of References asks for (Acting as technical procurement adviser or transaction adviser in support to a procuring authority (under a Technical Assistance contract) at any stage of a procurement process (prequalification, evaluation of proposals, contract negotiations, review and advice on Q&A and clarifications to bidders). However, not all procurement projects are technical assistance. Could you confirm that 'under a technical TA contract' is not a requirement?	Public Infrastructure	Under a Technical Assistance contract is indeed not a requirement. Text will be changed into "(for instance under a Technical Assistance Contract).
50	Proces	Selection Document European Restricted Tender 5.3	For the "Elaboration of Selection Criteria 5.3.2 till 5.3.5", a maximum number of 15 pages is mentioned. For staff resources, it is indicated that 1 A4 page is the maximum. Do the other three topics also have specific pages limites?	Public Infrastructure	See the answer to question 6.
51	Proces	Format reference	For the project references, the format reference asks for services provided within the project. Do the services executed by a sub-consultant within a consortium/partnership where the company was the lead count as part of their services as well (because of the responsibility of the lead)?	Public Infrastructure	Yes. Please do list the services executed by the sub-consultant. However, make sure that information on the consultant is also included in the proper section of the reference and provide explanation of what input was provided by those. See also the answers to questions 70, 82 and 109.
52	Juridisch	Draft Framework Agreement, article 10.3	At the end of the four-year period, the Contractor will make the material available to the Contracting Authority or destroy it free of charge at the request of the Contracting Authority. If the Contractor does not notify the Contracting Authority of the expiry of the aforementioned period, the storage will be tacitly continued until such time as either Party gives written notice that it wishes to terminate the storage Question: an obligation to destroy the relevant material after 4 years may harm our ability to defend ourselves from claims. Can this period be such that it mirrors relevant expiration periods and statutes of limitations	Public Infrastructure	This period will be changed to five (5) years which is equal to the five (5) years limitation period for any liability (answer to question 21). The Framework Agreement will be adjusted.
53	Juridisch	Draft Framework Agreement, article 14.4	All disputes arising from this Framework Agreement will only be submitted to the competent court in The Hague, on the understanding that Invest International has the right to submit claims against the Contractor to other courts that are competent under national or international law and treaties Question: we kindly request to delete the sentence "on the understanding that Invest International has the right to submit claims against the Contractor to other courts that are competent under national or international law and treaties" as this creates uncertainty on which forum will be asked to deal with matters that arise.	Public Infrastructure	We agree to this. The Framework Agreement will be adjusted.
54	Juridisch	Draft Framework Agreement, article 14.1	In addition to article 22 of the ARVODI 2018, in the event of early termination of this Framework Agreement, the Contracting Authority may demand that the Contractor conclude the Consultancy Services and transfer the results to the Contracting Authority or to a third Party designated by it in such a way that the research can continue unhindered. Question: May we assume that the Contractor will be reimbursed for any costs it incurs (except when termination is due to an attributable shortcoming of the contractor)?	Public Infrastructure	See the answer to question 24.
55	Juridisch	Appendix 9 Arvodi 2018 Article 24	Article 24 of the ARVODI-2018: Intellectual property This article states a complete transfer to the Contracting Authority of all intellectual property rights to the results of the agreement. This is objectionable to us for multiple reasons. We understand the wish of the Contracting Authority to freely use the results/deliverables of the Framework Agreement. However, we object to the unlimited and unrestricted use of such deliverables on several grounds. If we would transfer the intellectual property rights of our deliverables to the Contracting Authority, the Contracting Authority would have the right to amend/change and exploit such deliverables. Given the character of the deliverables, this is not favorable. If that would be the case, we cannot vouch for the correctness and completeness of the deliverables and therefore cannot exercise our professional responsibility with regard to the deliverables. With regard to any advice as contained in the deliverables, we would lose our grip on the content and distribution of such advice, if we would transfer the intellectual property rights. This is objectionable for us if the Contracting Authority would want our name and logo on the deliverables. We believe, based on the above, that a use license should suffice for the purpose of this Framework Agreement. We also refer to rule 3.9.1.2 of the Proportionality Guide. Can you agree to change this article 24 accordingly? "(Intellectual) property rights that vest in the Contracting Authority or the Contractor, or is licensed to them by a third party, before the execution date of the Framework Agreement, shall remain vested in the original owner. The Contractor reserves all intellectual property rights in relation to products of the intellect that it uses or has used and/or develops or has developed within the framework of the execution of the Framework Agreement in which it holds or can exercise copyrights or other intellectual property rights. The Contracting Authority may use the results of the Framework Agreement for its own internal use, insofar appropriate within the purpose of the framework agreement."	Public Infrastructure	We don't agree with your proposal to change article 24 accordingly. One of the main reasons for not amending article 24 is that the copyright (ARVODI 2018, article 24.1) allows us to have control over the use of the final version of the deliverables (i.e. the reports) and to ensure that it is used in a way that is consistent with our goals and objectives and e.g. share the reports with parties as we deem appropriate. It is absolutely not envisaged to make any changes to the content of the deliverables. Should this, for whatever reason, be desirable, this will be done in consultation with the Contractor. Therefore, we won't and can't accept to not have the copyright in respect of the deliverables whilst we believe your concern will be sufficiently addressed by our undertaking not to amend the content.

56	Juridisch	Appendix 9 Arvodi 2018 Article 21.3	Article 21.3 of the ARVODI 2018: liability It is common practice in our profession to limit liability whereby the maximum liability is in reasonable proportion to the fee involved in the engagement. In this context, we refer to Rule 3.9 D of the Guide to Proportionality issued by the Ministry of Economic Affairs and Climate in June 2020. This Regulation 3.9 D stipulates that the contractor's liability must be limited, taking into account the limitation of liability that is customary in the relevant sector. The limitation of liability as included in Article 21.3 of the ARVODI is not in line with this, because it concerns a limitation of liability based on a graduated scale determined in advance, as a result of which the maximum liability, depending on the value of the engagement, is many times higher than the liability limitation that is customary in our sector. With due consideration of the above, we propose to include the following provision in the agreement in line with market practice. Can you agree to this? "Article 21.3 ARVODI will be replaced by the following provision. Contractor shall perform his work to the best of his ability, exercising the care that may be expected of him. If an error is made because the client has provided the Contractor with incorrect or incomplete information, the Contractor is not liable for the damage caused. The total liability of the Contractor to the Contracting Authority for any errors that would have been prevented if the Contractor had acted with due care shall be limited to a maximum of three times the amount of the fee paid and/or still owed by the Contracting Authority for the specific work carried out under the Framework Agreement from which the errors arose. If the Framework Agreement has a duration of more than twelve months, the total liability under the Framework Agreement will be limited to a maximum of three times the amount of the fee paid by the Contracting Authority to the Contractor over the last twelve months for the specific work carried out under the Framework Agreement from which the errors arose. Related errors are thereby regarded as one error. The limitation of liability shall not apply in the event of wilful misconduct (opzet) or gross negligence (bewuste roekeloosheid) on the part of the Contractor and/or if mandatory national or international legislation or professional rules and regulations do not permit such a limitation. The Contractor is not liable for consequential, indirect, trading or punitive damage and/or loss of profit."	Public Infrastructure	We do not agree. However, the following amendments apply: the four (4) bullets of paragraph 21.3 of the ARVODI 2018 are not applicable. These will be replaced by the following text: "Unless agreed otherwise, a Party that imputably fails to discharge its obligations is liable to the other Party for any damage incurred by the other Party, on the understanding that liability is limited to three (3) times the Call Off Contract value per event and the maximum value of six (6) times the Call Off Contract for each year or part of a year that the Contract has been in force". Chapter 7 of the Framework Agreement will be adjusted.
57	Juridisch	Appendix 9 Arvodi 2018 Article 15.1-15.2	Article 15.1-15.2 of the ARVODI 2018: security checks Because of the protection of privacy of our employees and as a matter of good employment, we make an objection to show certifications of good conduct of our employees and/or let our employees submit to security checks by the Contracting Authority. We suggest the following. If necessary, we will guarantee in full the quality and integrity of our employees. When required we can perform a screening ourselves (by DSI) on employees who will carry out the assignment in question. We are willing to confirm the outcome of the screening to the Contracting Authority. Can you agree to the proceedings described in the above and, if yes, to declare the articles 15.2 and 15.3 of the ARVODI-2018 not applicable in the framework agreement?	Public Infrastructure	Article 15.1 of the ARVODI 2018 is applicable, articles 15.2 and 15.3 of the ARVODI 2018 are not applicable. The Framework Agreement will be adjusted.
58	Juridisch	Appendix 9 Arvodi 2018 Article 13	Article 13 of the ARVODI 2018: IT (cloud) service providers Pursuant to the laws and (professional) regulations applicable to our organisation, we require your explicit permission to share the information in question with IT (cloud) service providers. For (the performance of) the services Contractor makes use of cloud applications, email providers and other supporting IT (cloud) service providers, including for our document management systems, where files and (customer) information are stored in the cloud. In the very limited cases that these IT (cloud) service providers have limited access to confidential (client) information in connection with necessary technical support, strict confidentiality agreements apply. For the record, we emphasize that the support of our internal business processes by these IT (cloud) service providers is necessary for the performance of our services, whereby we accept responsibility for the deployment of these IT (cloud) service providers and the (maintenance of the) confidentiality of (customer) information. On the basis of the above, we request you to include the following text proposal in the Framework Agreement to be concluded. We cannot carry out the work without your express consent. "For the purpose of (the execution of) the Framework Agreement, the Contracting Authority and the Contractor may communicate with each other by electronic means and/or make use of electronic storage (including cloud applications), whereby the Contractor is permitted to provide confidential information to IT (cloud) service providers on a confidential basis and solely for the support of the Contractor's business operations. The Contractor remains responsible towards the Contracting Authority for the confidentiality of the confidential information by the IT (cloud) service providers concerned."	Public Infrastructure	We agree. The Framework Agreement will be adjusted.

59	Juridisch	Appendix 13 Non Disclosure Agreement Article 7.1	Article 7.1 of the NDA: term In article 7.1 of the NDA it is stated the NDA will last for four years. This is not acceptable for Contractor. When we enter into an engagement together, the engagement (letter) should be the sole source of the rights and obligations of the parties, including in relation to confidentiality. Therefore, this NDA should terminate at the moment the parties enter into an agreement. We propose to replace article 7.1 with the following: "This NDA will come into effect on the date of signature by both Parties and will continue for a period of four years, unless an engagement letter enters into force between the Parties in relation to the Framework Agreement which includes obligations relating to the protection of confidential information. Such subsequent engagement letter will then replace this NDA with effect from its execution date." Can you agree upon this? If not, why not?	Public Infrastructure	The NDA is a general document. The Contracting Authority does not foresee the need for specific agreements on the obligations relating to the protection of confidential information over the next four years. Should this be the case, the applicable Call Off Contract will name the deviation/amendment to the NDA.
60	Juridisch	Appendix 11 Concept Framework Agreement Article 10.1	Article 10.1 of the framework agreement: preservation In article 10.1 of the Framework Agreement reference is made to article 8.2 of the Framework Agreement. Due to the fact there is no article 8.2 in the Framework Agreement, can the Contracting Authority confirm reference should be made to article 9.2 of the framework agreement?	Public Infrastructure	We confirm this.
61	Juridisch	Appendix 11 Concept Framework Agreement Article 7.3	Article 7.3 of the framework agreement: indemnification Article 7.3 of the Framework Agreement contains an indemnification for third parties. This is a unilateral provision in the Framework Agreement. Now that parties wish to contract with each other for at least three years, we would like to request for more equality between the parties. Can you agree upon making article 7.3 reciprocal? Also, the indemnification is linked to the limitation of the liability in article 21.3 of the ARVODI 2018. In our question regarding the limitation of the liability in article 21.3 of the ARVODI 2018, we request to limit the liability for the Contractor further to align it with the value of the engagement. We propose to also further limit the indemnification, in line with the request regarding article 21.3 of the ARVODI 2018. Can you agree to this? If not, why not?	Public Infrastructure	See the answer to question 22.
62	Juridisch	Appendix 11 Concept Framework Agreement Article 2.2	Article 2.2 of the Framework Agreement and article 3.1 of the call off contract: extension of the agreement/contract In article 2.2 of the Framework Agreement (and in article 3.1 of the Call Off Contract) a unilateral extension possibility for the Contracting Authority is included. These articles offer no possibility for the Contractor not to agree to the extension. In our opinion, the Contractor should have that possibility (e.g. for reasons of changes in personnel or business operations, financial situation, etc). Can you therefore agree to add to these articles the possibility for the Contractor not to agree to the extension, obviously subject to a reasonable period of time in light of the Contracting Authority having to contract with another party?	Public Infrastructure	We do not agree to this. This does not concern an unlimited extension option. The scope and options for the extension are already known at the time of entering into the (initial) Framework Agreement and Call Off Contracts and could therefore be considered by the Contractor upfront.
63	Proces	Selection Document European Restricted Tender (4) 5.3.1 - page 30	On a global level the most complex PPP infrastructure projects have been established outside DRIVE countries. We would therefore expect that also experience with complex PPP infrastructure projects outside DRIVE countries would be of value for Invest International. Under the current methodology a reference based on a EUR 20 mln project in a DRIVE country scores more points than experience with EUR >1 bln projects outside DRIVE countries. We suggest to change the scoring methodology so that a project of EUR >1 bln outside of a DRIVE country scores more than five points. If not, could you explain why not?	Public Infrastructure	The quality or relevance of a project is not only a function of its value, but a function of its complexity. We therefore do not change the scoring only for the specificity of certain PPP projects. In addition, most projects executed under DRIVE are in the smaller range, therefore scoring more for a 1 Bln EUR project, despite interesting features, would create inconsistency with the type of prospective project that may be developed under this Framework Agreement which are intended to lead to a DRIVE investment. As for PPP, we acknowledge that many have been done outside of most DRIVE countries, however we do not at all only require closed and executed PPPs. References for consultancy projects for preparatory studies of a PPP may be more common, therefore we expect there is room for Candidates to differentiate. In addition, the quality and relevance of the experience reflected by the references will be assessed and scored (see paragraph 5.3.1 Selection Document).
64	Proces	Appendix 3 Selection Criteria part IV ESPD (6) A.1 - page 1	We have worked on multiple (different) projects for similar programmes. Can you confirm the individual projects within one programme are each seen as an individual reference?	Public Infrastructure	Confirmed
65	Proces	Selection Document European Restricted Tender (4) 5.3	If the assessor score is "Poor" it says "will be put aside". does that mean disqualification or just 0 points on that criterion?		This means disqualification.
66	Proces	Appendix 8 Terms of Reference	Could you explain why the estimated total contract value for Lot 1 has changed to EUR 15 million (compared to the EUR 20 million that was stated during the market consultation)?	Public Infrastructure	The information shown during the market consultation was purely indicative. Based on more detailed internal assessment and realistic disbursement targets during the life span of the Framework Agreement, the value of 15 Mln appeared more realistic; also, the procurement legislation requires that estimated values of Framework Agreements is realistic and not over stated, therefore we adopted a more tangible amount that can be contracted in such period.
67	Proces	Appendix 3 Selection Criteria part IV ESPD (6) A.2	a) Could you explain how the qualitative approach for assessing the project references will be done? b) Do the 8 bullets weight the same in the qualitative assessment? c) Are the provided references for the core competence "integrated project management" more important than the other core competences as it is explicitly named in the qualitative assessment as well.	Public Infrastructure	a) The presence, content and quality of the eight bullets based on the total of the submitted format references will be assessed by each member of the assessment team independently. b) Yes, c) No.

68	Proces	Appendix 3 Selection Criteria part IV ESPD (6) A.1	"The Contractor who receives the Award decision for the FA will be requested to submit evidence of client satisfaction for every reference". This requires lots of work and time from consultants to coordinate, also because its sometimes 10 years back in time, summer season and many different institutions in different countries. Suggested to only provide contact details of clients to IIPP or adjust this requirement to a minimum of two client satisfaction letters per topic (in total 10 letters)?	Public Infrastructure	See the answer to question 29.
69	Proces	Appendix 3 Selection Criteria part IV ESPD (6) A.1	"The Contractor who receives the Award decision for the Framework Agreement will be requested to submit evidence of client satisfaction for every reference". This requires an unproportional amount of work and may in some good cases not even be possible anymore for older references, the holiday season, and changes in institutions in different countries who we will need to check. Do you accept instead the contact details of these clients. If not, do you accept that we provide such formal Client statements for 1 or 2 of the references per core competence?	Public Infrastructure	See the answer to question 29.
70	Proces	Appendix 3 Selection Criteria part IV ESPD (6) A.1	"For the submitted references, the Candidate (or the Consortium Members putting forward the reference for the Consortium) acted as the main Contractor or the party with final responsibility." We assume you do not intend to limited a party's possibilities of submitting references and that also a subcontractor may submit -obviously for its own scope only – a relevant reference as even though it is not the main Contractor the Subcontractor has final responsibility for its scope.	Public Infrastructure	We will adjust the tekst as follows: "For the submitted references, the Candidate (or the Consortium Member putting forward the reference for the Consortium) acted as an admin contractor or as a subcontractor to the lead firm that was responsible for the execution of the reference-project".
71	Proces	Appendix 3 Selection Criteria part IV ESPD (6) A.1	Suppose we have worked on impactful assignments that led to implementation of pilot projects less than 5 MEUR. And suppose we can show that these pilot projects in principal can be scaled up significantly. Would then such assignment be accepted as project reference in this Selection Procedure?	Public Infrastructure	We refer to the instruction regarding the project references. It remains the responsibility and choice of the Candidate to propose and submit references. We will consider references as described in the Selection Document. At this stage, we cannot suppose what may or may not constitute a good reference, and we have proposed criteria which we need to create a comprehensive framework for evaluation that is clear for all parties.
72	Proces	Appendix 2 Suitability Requirements Part IV	Financial and Economic Standing: If the data of the Candidate's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Candidate must provide a statement (Appendix 5 "Holding Statement") from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. In case we rely on the data of our holding company, do we also need to submit an ESPD from our Holding company? Or is the Appendix 5 sufficient?	Public Infrastructure	Appendix 5 is sufficient.
73	Proces	ESPD	Does participant need to fill part V of the ESPD?	Public Infrastructure	Please fill in 'Yes' (if applicable) at the 1st question and 'refer to Request for Participation' at the 2nd question: Certificate / Evidence. You don't need to submit another certificate or evidence.
74	Proces	TenderNed – Selectiecriteria 2	We do not see a selection criteria 2 in TenderNed. Is this correct?	Public Infrastructure	Yes this is correct as this selection criterion is only for Lot 'Healthcare Infrastructure'.
75	Proces	TenderNed – Selectiecriteria 1 and 3	Can you confirm that we need to upload the 25 references at Selection criteria 1? We do not need to upload them again at Selection criteria 3?	Public Infrastructure	Yes, we confirm.
76	Proces	Selection Document - no of parties	In the Selection Document you mention that you will select 5 parties that will be invited to the Award Phase. You also mention that you wish to conclude the framework with 5 parties. Can we assume that no parties will drop out in the Award Phase?	Public Infrastructure	If one (or more) Candidates dropped out during the award phase, we would invite Candidate(s) that have submitted a request for participation in the selection phase but were not ranked in the top 5 (due to insufficient overall score), to the award phase.
77	Proces	Award Phase	Can you inform us what the Award Phase looks like? What is the content of the Program of Requirements? Do bidders need to submit additional documents during the Award Phase?	Public Infrastructure	The content of the program of requirements will be published on 19 October 2023. We don't expect bidders to submit additional documents during the award phase.
78	Proces	Award Phase	Can you inform us whether bidders must also submit hourly rates at the award stage? Are hourly rates part of the Framework agreement?	Public Infrastructure	No. Hourly rates are not an evaluation criteria for the Framework Agreement. Financial proposals will only be relevant for the selection of the Call-off Contracts.
79	Proces	Request for Proposal under Framework Agreement	Can you confirm that bidders are not obliged to submit a proposal for each Request for Proposal under the Framework?	Public Infrastructure	Correct. For each Call Off Contract, the Contracting Authority will invite by default all Contractors in the Lot by sending a Request for Proposal, and Contractors can choose to respond or not.
80	Proces	Request for Proposal under Framework Agreement	Can you confirm that all selected bidders will be invited for each Request for Proposal under the Framework?	Public Infrastructure	See the answer to question 79.
81	Proces	Request for Proposal under Framework Agreement	In case of RfP, can you confirm that bidders only have to submit lump sum bids? So no time and material bids will be asked?	Public Infrastructure	The current assumption is that Call Off Contracts are in majority lump-sum assignments. In larger contracts, the lump-sum may be fixed per phase of the project. If there is a particular consideration (nature of the assignment, timing, etc.) that dictates otherwise, the Call Off Contract RfP will clearly specify what the financial proposal structure is.
82	Proces	Selection Document - 3.11 Documents of evidence	In case a party is registering as an independent Candidate, but will rely on the capacity of other entities: can you confirm that the documents of evidence mentioned in paragraph 3.11 only need to be submitted by the independent candidate?	Public Infrastructure	Yes, we confirm. However, when the independent Candidate is relying on the capacity of a third party to meet the selection requirements and -criteria, this third party needs to fill in the ESPD (Part IV (Suitability Requirements) must fill in 'yes' at Part C in the ESPD). This concerns, for example, financial and economic capacity, but also, for example, technical capacity, professional competence, or the possession of certificates. The Candidate shall state the specific capacity it requires for each of the third parties involved.
83	Proces	Subcontractors	Can you confirm that selected bidders may engage additional subcontractors during the RfP and project execution?	Public Infrastructure	Confirmed. For each particular Call Off Contract, Contractors can add sub-contractors as they see fit to complement expertise.
84	Inhoud	Selection Document - 5.3.1. Competences	You mention here: For the qualitative assessment a maximum of 250 points can be scored. Can you explain how these points will be given to the references? Which method will be used?	Public Infrastructure	See the answer to question 67.

85	Proces	Selection Document European Restricted Tender (4) 1.2 page 15	Excluded from the framework: "Mono-disciplinary consultancy advice assignments till 150.000". A) Why is this excluded from the framework? B) How will this be tendered when this expertise is required? C) How is it decided to exclude certain mono-disciplinary services from the framework tendering? D) Are frameworkpartners (as consortium and/or as separate companies) still allowed to tender for these 150.000 projects outside the framework? E) Is it indeed your intention to only procure services above €150.000,- under the Framework Contract and if so, could you explain why?	Public Infrastructure	The Contracting Authority is currently developing a separate Framework Agreement for such services. A) The reason is mainly for administrative simplification, avoiding additional contract management costs to be passed on to the Contracting Authority for relatively smaller assignments, and the fact that smaller assignments are in most cases requiring a particular, focused expertise rather than a broad combination. B) This Framework Agreement will be tendered separately through the TenderNed platform. For every Call Off under this Framework Agreement, a RfP will be sent to the contractor(s) of the specific lot. C) see A). D) Any Contractor that is contracted for this Framework Agreement (either as lead or as Consortium Member) will not be precluded from applying to the other Framework Agreement for mono-disciplinary Assignments. E) No, this is not our intention. The text mentions "mono-disciplinary consultancy advice Assignments till 150.000 Euro". Multi-disciplinary advice below 150.000 Euro will be procured through the Framework Agreements of this tender.
86	Inhoud	Selection Document European Restricted Tender (4) 1.2 page 15	Economically Most Advantageous Tender (EMAT). This is determined based on the best price/quality ratio. Could you provide expected percentages of weight for the top 3 CVs, proposal and price?	Public Infrastructure	These parameters are Call Off Contract-specific. Each call off will include a Request for Proposal that explains the quality- and price criteria including the weighting, which may change for each call off (assignment) (including the amount of mandatory CVs).
87	Inhoud	Projects under Framework	All projects under the framework will be lump-sum, can we assume there will not be maximum rates for experts? Nor any information on rates is required in this phase?	Public Infrastructure	If Call Off Contracts are lumpsum, there are no specific requirements or limitation for rates. Rates will be required in the forms as part of your proposal for information and transparency. However, the total price mentioned in the proposal can play a role in the evaluation of the proposals for Call Off Contracts. In the exception where an Assignment is time-based, the rate will then logically become the financial proposal criterion.
88	Inhoud	Selection Document European Restricted Tender (4) 1.5 page 16	Non-exclusivity: How is it decided that "More specialized knowledge or skills" will not be in the consortia in the framework?	Public Infrastructure	This may occur occasionally in a situation due to a specific nature and scope of a Call Off Contract and, in that case, is a discretionary but explainable decision of the Contracting Authority.
89	Proces	Selection Document European Restricted Tender (4) 3.4 page 15/18/19	On page 15: In the Award Phase, the selected Candidates agree to the Program of Requirements. The Proposals received in response to the Request for Proposal (RfP) under the Call Off Contract will be assessed based on the following quality criteria. Question: We would expect an Award phase for every separate Call Off Contract. A) Is this correct? B) If not, could you explain what is expected for the Proposal in the Award phase as stated on page 19? C) And the timeline? D) What is the project proposal about exactly?	Public Infrastructure	A) This is correct, C) The timeline varies per Call Off Contract. The timeline will be shorter comparing to the mandatory deadlines as set in the Procurement Law 2012. D) The project proposal describes per Assignment the relevant knowledge based on CVs and including description of the project team/experts, technical Proposal, including approach, methodology and planning and the price.
90	Inhoud	Selection Document European Restricted Tender (4) 5.3.1 page 30	The table on page 30 indicated a max score of +15 points. However, the line below mentioned "Per reference, a maximum of 12 points can be scored" could you explain?	Public Infrastructure	See the answer to question 25.
91	Proces	Selection Document European Restricted Tender (4)	De 'quantitative assessment' focuses on location of a project mainly, in particular the 'combi-countries'. Because we look 10 years back, could you consider to include D2B/DRIVE projects in former 'DRIVE-eligible' countries as well in the evaluation assessment? (and include a list with these former D2B/DRIVE countries).	Public Infrastructure	References in DRIVE countries and combi-countries receive a higher number of points, because of the value of experience in the countries where the Assignments of the Call Off will take place. A list with former D2B/DRIVE countries is not added, because Assignments are not expected to take place in these countries. Experience with D2B/DRIVE projects (also when they are not on the present list) is a criterion of the qualitative assessment of the references (see paragraph 5.3.1 Selection Document).
92	Inhoud	Selection Document European Restricted Tender (4)	What is the ratio of references that IIPP will see between the different sectors (i) Water, Transport and Waste, ii) Renewable Energy and iii) Agri-food and Agriculture?	Public Infrastructure	Nature of projects put forward by Beneficiaries depends on the demand and needs of recipient governments. At this stage, we cannot assess what type of projects (within our sectors of priority) will be submitted for grant funding, therefore we are not able to give a ratio. Note that we also have not internally decided on a ratio as DRIVE requests are served in function of demand from Beneficiary, not by internal prioritisation or allocation. Looking at the present sectors, Water, Transport and Waste is the most important sector of the three, followed at distance by Agri-Food & Agriculture and Renewable Energy.
93	Proces	Appendix 3 Selection Criteria part IV ESPD (6) A.1	Often the total sum of implementation / construction is unknown or its not constructed, how do we deal with that in selecting our project references?	Public Infrastructure	See the answer to question 16.
94	Proces	Appendix 3 Selection Criteria part IV ESPD (6) A.1	Project value (size) per core competence: For Lot 1 it is stated that per competence 4 references should have a minimum of EUR 20 million. Does that mean that every individual reference (of the 4 references) should be above EUR 20 million to qualify? Or should the combined total value of the 4 references be EUR 20 million?	Public Infrastructure	Every reference should have at least a project value of 20 Mln. Please refer to answers 16, 38 and 132 for details on what is meant by project value.
95	Proces	Appendix 8 Terms of Reference - Background information	Which organizations are able to identify potential projects for which assignments can be tendered under the framework contract? Only beneficiary governments or also in cooperation with local Dutch stakeholders, e.g. VEI, Embassy, private sector?	Public Infrastructure	Potential projects can also be identified in a cooperation of Beneficiary Governments and local Dutch stakeholders (Embassies, private sector, organizations like VEI, NGO's). After approval of the Beneficiary Government and the Contracting Authority, the project can either be tendered by the Beneficiary Government itself, by Contractors (within a framework of unsolicited or solicited proposals) or by the Contracting Authority.

96	Inhoud	Appendix 3 Selection Criteria part IV ESPD (6) B.4	In B.4 the Authority requests a substantiation of the rationale of your organisation as a selection criterium. The text of the criterium has the air of an Evaluation Criterium instead of a selection criterium. Can the Authority provide an explanation what is expected from the participants with respect to this selection criterium, especially on how the criteria relate to expected core competences.	Public Infrastructure	This is an selection criterion. In this section, Candidates should explain what is the rationale for teaming up with Firms proposed in the Request for Participation, how this strategy results in a better offer for the Contracting Authority and how this increase or safeguards quality, relevance, etc. of output. It can also explain how this contribute to maximise the scope of competences covered.
97	Inhoud	Appendix 3 Selection Criteria part IV ESPD (6) A.1	"The Candidate submits five (5) references per core competence.". This requirement seems to be non-compliant with Prescription 3.5G of the Proportionality Guide. Please change the requirement to 1 reference per competence. If the Contracting Authority is not willing to comply with this request, the Authority is requested to provide a justification why the Authority deems the requirement in accordance with the said prescription.	Public Infrastructure	A justification why we deem the requirement in accordance with the said prescription has been given in Appendix 3 'Selection Criteria': "Due to the large size, the variety and complexity and the risks of the Assignments".
98	Inhoud	Selection Document European Restricted Tender (4) 5.3.1	Qualitative assessment: It seems that this violates regulation 3.5G of the Guide Proportionality. Please provide a motivation why this needs to be part of this step in the procurement? Qualitative assessment: Please provide clear guidelines or evaluation matrices that outline how each criterion will be assessed to ensure consistency in the evaluation process.	Public Infrastructure	The purpose of this selection criterion is to limit the number of tenders to a maximum of five where we consider whether the Candidate is basically suitable to perform the different integrated types of assignments under the Framework Agreement. This selection criterion is transparent, objective and non-discriminatory as we look at 8 different topics (bullets) for every received request for participation. For your 2nd question, see the answer to question 67. This criterion will be assessed according to the matrix in paragraph 5.3 (page 28) of the Selection Document.
99	Inhoud	Selection Document European Restricted Tender (4) 5.3	In the explanation for rating (assessment of the Selection Criteria) the following words are used: excellent substantively relevant / applicable answer to the elements related to the contents of the TOR / the method ... excellently demonstrated. In order to be able to provide a fitting submission clear understanding of the goals and ambitions of the Contracting Authority will improve quality and mutual understanding. The Contracting Authority is therefore kindly requested to provide a clear description of these rather vague descriptions: - when is an answer considered relevant? - when does the Contract Authority consider the answers excellent? - what are the elements related to the contents of TOR that are taken into account? E.g. can the Authority provide an explanation what is expected from the participants with respect to this selection criterium, especially on how the criteria relate to expected core competences. Could the Contract Authority provide clear guidelines or evaluation matrices that outline how each criterion will be assessed to ensure fitting submissions and enable consistency in the evaluation process.	Public Infrastructure	1st bullet: Relevance is the extent to which the answer meets what we ask for in the TOR. 2nd bullet: "In the opinion of the assessors, the Candidate has provided an excellent substantively relevant, concrete, and applicable answer to the elements related to the content of the TOR. The method of fulfilment has been excellently demonstrated in the Request for Participation. It is distinctive, innovative and offers considerable added value to the Contracting Authority". 3rd bullet: the qualitative assessment of 5.3.1, 5.3.2, 5.3.3, 5.3.4 and 5.3.5 will be assessed according to the assessment matrix (page 29) of the Selection Document. The answers will be assessed in relation to the full content of the TOR. The quantitative and the qualitative assessment of the core competences are described in paragraph 5.3.1 of the Selection Document.
100	Inhoud	Selection Document European Restricted Tender (4) 3.4 page	The tender is scheduled during the holiday period. Elongation of the submission period of about 2 weeks would be appreciated and will help improve the quality of the submissions.	Public Infrastructure	The submission period will be extended with more than 2 weeks. TenderNed, the Selection Document and the Framework Agreement will be adjusted.
101	Inhoud	Appendix 11 Concept Framework Agreement 10.1	Article 10.1 of the framework agreement: preservation In article 10.1 of the Framework Agreement reference is made to article 8.2 of the Framework Agreement. Due to the fact there is no article 8.2 in the Framework Agreement, can the Contracting Authority confirm reference should be made to article 9.2 of the framework agreement? or what is the correct article number?A	Public Infrastructure	See the answer to question 60.
102	Inhoud	Selection Document European Restricted Tender (4)	Can you confirm that the consultant does not need to be involved in all project phases of a project reference (i.e. from pre-feasibility to implementation of the works)?	Public Infrastructure	Confirmed. However, please provide such clear explanation in the reference to make explicit in which phase involvement occurred.
103	Inhoud	10 years criteria of relevant references	For Lot 1, Clarification on Appendix 3, Selection Criteria: For the execution of the projects used as project references, is it required that they be finished within the last 10 years or is it sufficient for them to have started within the last 10 years?	Public Infrastructure	The references must have been performed or be in the process of being performed in the previous ten (10) years, counting from 22 June 2023. For the references that are still in progress, this reference must have been started at least six (6) months) prior to 22 June 2023.
104	Proces	Extension of deadline for the Request for Participation submission	For Lot 1, Request for Extension of Submission Deadline: Due to the delayed receipt of the Memorandum of Information by one week and the holiday period, would it be possible to request a 2-week extension for the Request for Participation submission deadline? This extension would allow us to make the best use of our resources for this tender.	Public Infrastructure	See the answer to question 100.
105	Inhoud	Fior	Public Health Infrastructure can also include WASH (Water, Sanitation and Hygiene) as per WHO guideline. Can WASH references be used in both Lot 1 and Lot 2?	Healthcare Infrastructure	In our classification of Lots, WASH is related to water sector in the broader sense, therefore related to Lot 1. If a WASH reference is used in healthcare, it is a decision of the Candidate; note however that the evaluation of this reference for the selection in Lot 2 will be based on the description of Lot 2 in the TOR, in which we do not consider a WASH project to be an healthcare-related project.
106	Proces	References	Page 31 For the Lot 2 references a maximum of 12 points can be scored per reference. How does this relate to the scoring for Combi country which indicates a core of +15 points? (This question is also presented for Lot 1)	Healthcare Infrastructure	See the answer to question 25.
107	Contract	project value	For the establishment of the project value of the references- which date for the exchange rate must be applied?	Healthcare Infrastructure	For conversion of project values to EUR, please use the exchange rate applicable at the time of completion of the Assignment.

108	Inhoud	Appendix 8	Could you please clarify what the differences are between the SDG impact assessment, mentioned under technical studies and the SDG assessment mentioned under Impact and Environmental & Social Studies?		SDG impact assessment pertains to the scope of Environmental & Social competence. However, it may have been mentioned also in the technical core competence as often data required for impact assessment has to be produced by a technical expert (e.g. information about the impact of measures in the physical environment). We take note of the possible overlap and instruct Candidates to consider SDG impact assessment under the Environmental & Social core competence; the detailed TOR of the Call Off Contracts will be subsequently used to highlight what work is required from technical experts to provide data to impact Assessment experts.
109	Inhoud	Selection document	""Reliance on the capacity of other entities Candidates who rely on the capacity of other entities (Subcontractors) to satisfy the selection criteria from Part IV (Suitability Requirements) must fill in 'yes' at Part C in the ESPD. This concerns, for example, financial and economic capacity, but also, for example, technical capacity, professional competence, or the possession of certificates. The Candidate shall state the specific capacity it requires for each of the entities (Subcontractors) involved. Each of the entities (Subcontractors) involved fills out a separate ESPD form." – Does this apply for the references? Our member Firms are operating all over the world but as separate legal entities. We may use a project executed by our member Firms in the selected countries as a reference. Do we need to fill out a separate ESPD form for all of those member firms?"		Yes, each of the entities (subcontractors) involved fills out a separate ESPD form. After all, you have used these entities (third parties) for carrying capacity appeals when submitting references. These third parties will be responsible for the execution of future Call Off Contracts under this framework agreement.
110	Inhoud	Number of pages	Can we add a cover page to the description staff resources and rationale of your organization that will not count to the maximum pages?		No
111	Juridisch	Liability	COVERAGE OF LIABILITY RISKS: "the Candidate shall submit the evidence confirming compliance with this requirement." - What do you consider as evidence regarding this requirement?		A copy of your liability insurance covering damage to persons and/or property and consequential loss in the unlikely event of an incident occurring during the journey. A copy of your insurance against business risks covering possible damage during the performance of the Framework Agreement.
112	Inhoud	VAT	Is the estimated total contract value (max EUR 15,000,000 for Lot 1 and max EUR 3,000,000 for Lot 2) inclusive or exclusive VAT?		Exclusive VAT.
113	Inhoud	Contractual Documents	""Missing provisions: 1. Indemnity in favour It is desirable and common within the industry to agree on an indemnity in favour of the Contractor. However, an indemnity in favour of the Contractor is missing from the contract terms and conditions. Are you willing to agree the following provision: ""Contracting Authority shall indemnify the Contractor in respect of all claims by third parties arising from or relating to the work(s) performed or to be performed for the Contracting Authority, unless such claims are the result of intent or deliberate recklessness on the part of managerial staff of the Contractor. The indemnity also covers all damage and (legal) costs suffered or incurred by Contractor in connection with such a claim."" 2. Keeping internal files As the keeping of internal files is prescribed for us by regulations (including rules of conduct and professional practice), we would like to propose the inclusion of the following provision: ""The Contractor is entitled to keep a file in relation to the assignment. The Contractor shall take appropriate measures to ensure the confidentiality and safe custody of the file and keep the files for a period acceptable for proper professional practice and in accordance with statutory provisions and professional rules on retention periods. The files are the property of the Contractor."" 3. Interim termination option Contractor Pursuant to regulations applicable to us, such as to safeguard our independence, we wish to have a termination option at all times that allows us to terminate if continuation of the assignment would be in breach of regulations or professional standards applicable to us. We therefore propose to include the following provision: ""The Contractor may terminate this Agreement by giving thirty (30) days written notice of termination in the event of a change: i) of laws and/or regulations, including rules of conduct and professional standards ii) applicable regulations or		1) We don not agree. 2) We agree that this is acceptable, but only permitted as required on the basis of applicable regulations. The period of the internal files to be kept is five (5) years, see also the answer to question 52. The Framework Agreement will be adjusted. 3) We agree to this if the following is applicable: such termination right (i) requires 120 days (or longer if permitted by law / regulation, in which case the parties shall negotiate in good faith on such longer term with each other)) notice and (ii) only applies when there is change in law / regulation, not being a result of any (legal) act by the Contractor itself. The Framework Agreement will be adjusted. 4) We accept your proposal with the addition that it is permitted to hire a person even if involved in the work if such person takes itself the initiative to apply for work at the other Party. The Framework Agreement will be adjusted.
114	Inhoud	Contractual Documents	"We are required to include the following exceptions on return or destroy of Confidential Information: • Confidential Information of which the disclosure is permitted pursuant to this Agreement; • Contractor shall not be required to identify or delete Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies. Do you agree with the inclusion of these exceptions?"		1st bullet: we agree, the Non Disclosure Agreement will be adjusted. 2nd bullet: The Non Disclosure Agreement will be adjusted as follows: "Deletion of Confidential Information is not required if such information is to be kept / stored on the basis of applicable regulation."

115	Inhoud	Contractual Documents	"Disclosure of confidential information Article 4.1 provides for exceptions on the confidentiality obligations under the non-disclosure agreement. We are required to include the following additional exceptions. Do you agree with the following inclusion in article 4.1.3. (in red) and an additional section in article 4.1? 4.1.3 where the disclosure is required by law, by a court of competent jurisdiction or by another appropriate regulatory body, or a professional duty resting on the Contractor or persons employed by/for or affiliated with the Contractor." ""The duty of confidentiality shall furthermore not apply: i) if the Contractor acts on its own behalf ii) to persons employed by Contractor, iii) working for Contractor iv) or affiliated to Contractor, acting on its own behalf in disciplinary, criminal or civil proceedings or v) for obtaining advice from our professional advisers and insurers. Furthermore, the Contractor shall be entitled to provide (i) information to its affiliated Member Firms and their personnel and/or (ii) other parties, who are supportive of the Contractor's administration or infrastructure for the purposes of (a) performing client, and assignment acceptance procedures, (b) conflict assessment of internal risks and independence and (c) maintaining quality and professional standards in respect of the Work or services.""		We accept your suggested addition of 4.1.3. The Non Disclosure Agreement will be adjusted. Your second suggestion is not acceptable. This is too broad and already captured under existing paragraph 4.1.2 of the Non Disclosure Agreement.
116	Inhoud	Contractual Documents	"Article 2.1 provides for a ranking provision. It does not follow from this ranking provision that the Memorandum of Information takes precedence over the Framework Agreement or the Call Off Contract. Contractor does not consider this to be reasonable, as it means that possible deviations from the Framework Agreement and/or Call Off Contract pursuant to the Memorandum of Information do not take precedence, whereas this is intended. Contractor therefore proposes to change the ranking order as follows: 1. Memorandum of Information 2. This Call Off Contract 3. Data Processing Agreement 4. Verification Report 5. Request for Proposal 6. Framework Agreement 7. Proposal issued ... If you do not agree, can you guarantee that the changes resulting from the Information Notice will be included in the Agreement?"		We don't agree. With the publishing of the Memorandum of Information, the applicable tender documents including the Framework Agreement and the Call Off Contract will be adjusted conforming the Memorandum of Information and re-publish. This guarantees that possible deviations from the Framework Agreement and/or Call Off Contract pursuant to the Memorandum of Information do take precedence.
117	Inhoud	Contractual documents	According to Article 14.1, in the event of early termination of the Framework Agreement, the Contracting Authority may demand that the Contractor conclude the Consultancy Services and transfer the results to the Contracting Authority or to a third Party designated by it in such a way that the research can continue unhindered. We cannot agree to this provision, as new clients (i.e. third party) first must successfully complete our client engagement and acceptance procedures. Furthermore, this provision could impose conflict of interest or independence issues. Are you therefore willing to add to this provision that Contracting Authority will request the prior written consent from Contractor?		See the answer to question 24.
118	Inhoud	Contractual documents	"Indemnification According to article 7.3, the Contractor must indemnify the Contracting Authority against any third-party claims for compensation of damage because of the shortcoming referred to in article 21.3 of the ARVODI 2018. The Contractor of course has a professional responsibility when it comes to its work. In that context, the law and jurisprudence arising from it already provide a safety net regarding the Contractor's liability for his professional errors towards the client and towards third parties. However, indemnifying the Contracting Authority against third-party claims goes further and is contrary to what is customary within our profession. When entering into an agreement, the contracting parties only enter into rights and obligations in relation to each other, so that only Contractor can recover any damage suffered from the Contractor in the event of an attributable breach by the Contractor. Third parties cannot derive any rights and obligations from the contract, nor are they within the Contractor's sphere of influence, so the Contractor cannot accept indemnification for any claims made by third parties. We therefore propose that the indemnification to the detriment of the Contractor as contained in article 7.3 be declared inapplicable."		See the answer to question 22.

119	Inhoud	Contractual Documents	"Article 1.2 provides for a ranking provision. It does not follow from this ranking provision that the Memorandum of Information takes precedence over the Framework Agreement. The Contractor does not consider this to be reasonable, as it means that possible deviations from the Framework Agreement on the basis of the Memorandum of Information do not take precedence over the Framework Agreement, whereas this is the intention. Contractor therefore proposes to change the ranking order as follows: 1. Memorandum of Information 2. This Framework Agreement 3. The verification report 4. Tender Documents 5. ARVODI 2018 6. Request for participation and proposal If you do not agree with this, can you guarantee that the adjustments based on the Memorandum of Information will be included in the Framework Agreement?"		See the answer to question 116.
120	Inhoud	Contractual documents	Article 10.1 refers to an article 8.2 of the Framework Agreement. However, the Framework Agreement does not provide for an article 8.2. Could you please further elaborate? Does Contracting Authority intend to refer to the research material as stated in article 9.2? Please also explain what the background of article 10 is.		See the answer to question 60.
121	Inhoud	Contractual documents	"General clarification question regarding Intellectual property rights: Based on article 24.1 and 24.2 ARVODI-2018, in principle all intellectual property rights of the results of the services rendered, belong to the Contracting Authority. However, article 7.6 of the Framework Agreement seems to insinuate that Contracting Authority wishes to deviate from this provision and, as a result, the intellectual property rights on the results and the reports are vested in Contractor. In this respect, we assume that Contracting Authority intends to, with articles 7.7, 7.8, 8.1, 11.2, 11.3 of the Framework Agreement, indicate that Contracting Authority will receive a license from Contractor to: • Publish and reproduce the report (as a result of the results of the services rendered by Contractor), which can only be published by Contracting Authority and Contractor Authority shall thereby name the Contractor as the executing party. The results of the assignment can be published by the Contractor if the Contracting Authority has given its permission and Contracting Authority has decided not to publish the report (as per article 7.7 and 7.8); • We believe you have included the license provision under article 8.1, which in principle gives you the same right as articles 7.7, 11.2 and 11.3 (these provisions include more or less the same wording and we believe have the same purpose) in order to substantiate the fact that the IP rights remain with Contractor; Could you please confirm that Contracting Authority's intention of the provisions that relate to publication/use/reproduction of the results/report is that the IP rights remain with Contractor, but Contracting Authority will be granted a license to use/reproduce/publish the reports? If such is the case, we would like to propose to clearly include this in the Framework Agreement. That being said, assuming that Contracting Authority's intention is to have the IP rights vested in Contractor, the following provisions in the Framework Agreement seem to contradict this intention: • Article 9.2 regarding transfer of ownership of research material. This article states that the ownership of research material should be transferred to Contracting Authority. Could you please explain this provision in light of the rest of the provisions regarding intellectual property rights and the fact that the Framework Agreement now seems to state that the IP remains vested in Contractor? • Article 11.1: please explain what Contracting Authority means with this provision, as it is not clear to us what the intention of this article is.		We conform that the IP rights remain with the <u>Contracting Authority</u> as formulated in article 24 of the ARVODI 2018. The Framework Agreement (paragraph 7.7, 7.8, 8.1, 11.2, and 11.4) will be deleted.

122	Inhoud	Contractual documents	"To the extent that personal data are processed in the provision of our services, Contractor considers itself to be a data controller within the meaning of the AVG. This means that Contractor does not enter into processing agreements with customers as this is only required and appropriate if Contractor acts as a processor. The background to this position is that Contractor is engaged by customers because of its particular expertise on the subject in question and thus provides its services as a professional, independent advisor. Contractor determines entirely independently how it will carry out its work, what resources it will use to do so and what personal data are required to do so, and also drafts its opinions entirely independently. This independence is essential for Contractor to maintain the quality of its services. The obligation to follow client instructions as to which personal data we may process and exactly how we may do so, as a processor must do, inherently impinges on the autonomy that Contractor needs to provide quality services. Processing personal data is also not at the core of our services but rather a necessary adjunct to delivering our services. Finally; to the extent that Contractor receives instructions from clients, these basically relate to the desired output of our services and not how we should process personal data. Given the above, we believe that entering into a processor agreement is neither appropriate given the AVG role we actually have (responsible party) nor necessary for AVG compliance. As the responsible party, Contractor itself will ensure that the necessary processing of personal data complies with the AVG. However, Contractor is willing to make agreements on the processing of personal data appropriate to a situation where there are two independent data controllers. In any case, a right of instruction cannot be part of this. Do you share our view that since Contractor, as a controller, will not receive instructions from Contracting Authority regarding the processing of personal data, no processing agreement as referred to in Art 14.2 ARVODI-2018 will be established in the context of the present contract. If not, why not?"		We share your view. Article 14 of the ARVODI 2018 is not applicable. The Framework Agreement will be adjusted.
123	Inhoud	Reference submission	Bullet 8 states that: "The assignment was satisfactorily executed at the referent. This means that agreements regarding the consultancy services have been met during the performance of the consultancy services. Further evidence does not need to be submitted with the Request for Participation", Bullet 9 states: "The Contractor who receives the Award Decision for the Framework Agreement will be requested to submit evidence of client satisfaction for every reference". What is the rationale of the latter after the Award decision has been made and what is meant with evidence of client satisfaction? If we finalized a project 8 years ago without having a formal client evaluation / satisfaction document in place, do we need to contact our clients for that in order to comply? Please provide us with some further clarification and rationale in relation to this point		See the answer to question 29.
124	Inhoud	Unique references	"In total, the Candidate therefore submits a mix of twenty (25) references forms for Lot 1 and twelve (15) for Lot 2 with the Request for Participation" - please clarify if this should be read as 20 or 25 (Lot 1) or as 12 or 15 (Lot 2)		See the answer to question 3.
125	Inhoud	Unique references	It seems possible to use the same reference for more competences. As such, should we interpret the submission of 25 references (Lot 1) and 15 references (Lot 2) in total where the number of unique project references might be lower than 25 and 15? In other words if we (for example) use one reference project for the five competences the unique project references are 21.		If you wish to use the same reference for several core competences, you shall submit this reference separately for the relevant core competences. In total, you therefore submit a mix of not less than twenty-five (25) references forms for Lot 1 and fifteen (15) for Lot 2 with the Request for Participation.
126	Inhoud	Selection criteria	For the quantitative assessment a maximum of 300 points can be scored based on 25 projects and maximum of 12 points per reference. How does this maximum compare to the additional points (+ 10 points and +15 points) that can be obtained for projects in DRIVE countries or in Combination countries?		See the answer to question 25.
127	Inhoud	Presentation	For the elaboration of the selection criteria the maximum page size and font size are described. For the references (5.3.1) a specific Microsoft Word template is provided. Is it allowed to submit the elaboration on 5.3.2 - 5.3.5 in Microsoft PowerPoint (with the same page and font size limitation)?		See the answer to question 6.
128	Inhoud	Candidate	In addition to question 6 on capabilities within our Firm and that Candidates should deploy the other member firms/affiliates within further assignments insofar it relates to specific capacities: Our matching references will be a mix of references within our global group and as such capacities and competences are also in place across the group. As such, for further assignments we would like to allocated the best team (from different group firms/affiliates) based on capabilities and (local) expertise. Is this aligned to your intention with this provision regarding the use of other group entities/affiliates?		Yes, references of the Affiliate(s) is applicable. Please refer to the definition of Affiliate in the Selection Document. Please note that in case you use other member firms/affiliates for carrying capacity appeals when submitting references, these 'third parties' will be responsible for the execution of future Call Off Contracts under this Framework Agreement. Your submitted proposal for the Call Off Contract will be checked for this. See also the answers to questions 70, 82 and 109.
129	Inhoud	Selection criteria	The Resources, abilities and references are related to the definition of Candidate and Firm. In this respect, can we interpret the definition for Firm as each member of our global network/group of firms?		Yes, Firm is meant in the broader, generic sense.
130	Inhoud	Award Phase	The Resources, abilities and references are related to the definition of Candidate and Firm. In this respect, can we interpret the definition for Firm as each member of our global network/group of firms?		See the answer to question 77. The award phase shall not have award criteria, only a program of requirements.
131	Inhoud	Selection criteria	The Selection Criteria document refers to a minimum project value of EUR 20m (for 4) and EUR 5m (for 1) for the references. We observe that in several cases - especially in those applying Nature Based Solutions - project values are lower than traditional infrastructure projects. Could you provide clarification on how to deal in these cases?		It is not possible to include these smaller projects as a reference. The DRIVE projects for which preparatory studies will be in the Call Off Contracts under the Framework Agreement will nearly always have project values of over 20 million EUR. The difference with size of projects smaller than 5 million EUR is considered too large to use these projects as references. Experience with these projects can be included in the "Rationale of your organisation" (Appendix 3: Selection Criteria, paragraph 4).
132	Inhoud	Selection criteria	According to the selection criteria of the references of the core competences the Appendix refers to a minimum project value of EUR 20 million for 4 references and EUR 5 million for 1 reference. The footnote adds that the minimum project value includes the execution of the entire project including construction. Do we interpret it correctly that these thresholds also include parts of the project where consulting parties may not have attributed directly? For example; including construction costs by third parties in an infrastructure project for which we provided assistance in the feasibility phase?		Project Value refer to the overall value of a project in terms of investment and/or life cycle. Therefore, the Project Value is for the underlying project irrespective of which party execute it. Project Value is not referring to consultancy contract value. By extension, a consultant which performed an advisory for a given project is not logically the one executing it (i.e. constructing and operating); we look at Project Value of the assets. See also the answers to questions 16 and 38.

133	Inhoud	Selection criteria	According to the selection criteria qualification will be determined on technical and professional competences (references) and technical competence and professional ability. Do we interpret it correctly that, nor in phase 1 and phase 2 of the tender procedure for the Framework Agreement commercial terms and a plan of approach (for example projects) are part of the selection and selection on this basis are only part of the (mini) tenders for the Call Off Contracts?		Yes, this interpretation is correct.
134	Inhoud	Contract value	The indicative contract value during the market consultation was EUR 20 million (Lot 1) and EUR 4 million (Lot 2) for a 3+1 period. The Selection Document refers to EUR 15 million (Lot 1) and EUR 3 million (Lot 2) on a contract period of four years. What is the rationale of this new indication and what will be the impact of an extension (plus 1 year) on the total contract value?		See the answer to question 66.
135	Juridisch	27.4 ARVODI-2018 - GDPR	Article 27.4 ARVODI-2018 states that the Contractor provides the Contracting Authority access to the agreements on employment conditions. We can hand over these agreements, assuming that the Contracting Authority is aware of the GDPR (AVG) and ensures that the Contractor does not act in conflict with the GDPR by providing this personal data. Are you willing to add this to the last sentence of Article 27.4 ARVODI-2018: 'in compliance with the provisions of the GDPR'?	Public Infrastructure	Check Legal: Yes, we agree. The Framework Agreement will be adjusted.
136	Juridisch	26.2 ARVODI-2018 - Insurance certificate	Article 26.2 ARVODI-2018 states that at the request of the Contracting Authority, the Contractor must immediately submit (an authenticated copy of) the policies and proof of payment of the insurance payments or a statement from the insurance company regarding the applicable policies and payment. Due to the confidential nature we rather not provide access to our insurance policies. However, we can provide the Contracting Authority copies of insurance certificates which also contains proof that we meet the insurance requirements of Article 26.2. Is a copy of the insurance certificate sufficient to meet the insurance requirements?	Public Infrastructure	Yes, this is sufficient. The Framework Agreement will be adjusted.
137	Juridisch	21 ARVODI-2018 - Dutch Civil Code	Article 21 ARVODI-2018 does not contain an expiry of the limitation period for liability, which means the limitation period of article 3:310 of the Dutch Civil Code applies to this situation. Liability can therefore continue for up to 20 years after the damaging event. However, our advice is based on the current circumstances and science and this is constantly evolving. It may occur that our advice no longer fits the new situation. The applicability of the advice depends on changes in the situation that occur in the course of time and we consider it is disproportionate to follow this limitation period. We therefore kindly request that we follow the regulations that are customary within the sector (such as the DNR 2011). We would like you to consider a limitation period of 5 years after the completion of the Services both parties agreed upon. Is it possible to add this provision to Article 21?	Public Infrastructure	See the answer to question 21.
138	Juridisch	19 ARVODI-2018 - Bank guarantee	In accordance with Article 19 ARVODI-2018, the client may require an on-demand bank guarantee, which will entail additional costs for the Contractor and should therefore be included in the pricing. Do you intend to require an on-demand bank guarantee?	Public Infrastructure	Article 19 of the ARVODI 2018 is not applicable. The Framework Agreement will be adjusted.
139	Juridisch	15.2 ARVODI-2018 - Certificates of conduct	Article 15.2 ARVODI-2018 states that certificates of conduct for the Contractor's staff may be required. Because applying for and obtaining these certificates will take some time, we would like to take this into account. Do you intend to request these statements?	Public Infrastructure	See the answer to question 57.
140	Juridisch	7.2 Concept NDA - Confidential information	Clause 7.2 of the concept NDA contains an obligation to destroy the confidential information. Are you willing to add the following text to this clause, so we can continue to comply with our legal or regulatory obligations and our automated data back-up system? 'Notwithstanding the foregoing, the Receiving Party and its Representatives shall be entitled to retain (but not use) copies of the Confidential Information required to comply with their legal or regulatory obligations and/or as part of any automatic data back-up system if deletion from such systems is not reasonably technically feasible, provided that any Confidential Information so retained shall be kept in strict accordance with this Agreement. The return or destruction of Confidential Information shall not in any way relieve the Receiving Party and its Representatives from the obligations contained in this Agreement.'	Public Infrastructure	We agree to add this. The Non Disclosure Agreement will be adjusted.
141	Juridisch	Concept Framework Agreement - provision	The concept Framework Agreement does not include a possibility of indexation of hourly rates. We propose that we may index our rates starting November 1, 2024 once a year on January 1 in accordance with the CBS standard: CPI index (2015=100), '000000 - alle bestedingen'. Are you willing to add such a provision to the framework contract?	Public Infrastructure	No, every Call Off Contract RfP will clearly specify what the financial proposal structure is and whether indexation is applicable. This can only be determined for each Call Off Contract separately as the nature, content, duration and size may vary. There are no reference to rates or financial criteria in the Framework Agreement.
142	Juridisch	2.4 Call Off Contract - Data Processing Agreement	In clause 2.4 of the Call Off Contract, a Data Processing Agreement is mentioned. Could you please provide the Concept Data Processing Agreement for review?	Public Infrastructure	We have deleted the 'Data Processing Agreement' in the Call Off Contract. Therefore your question is no longer applicable. Appendix 12 Call Off Contract will be adjusted.
143	Juridisch	Appendix 5 - Holding Statement	Appendix 5 is a Holding Statement. Contractor has to indicate whether he is of or is not part of a group/holding and uses consolidated financial statements or relies on turnover or resources of the parent company. The Candidate - as a subsidiary within a group that uses consolidated financial statements - can independently comply with all the of economic/financial and technical/organizational requirements. This makes the requirement for a Holding Statement unnecessary and disproportionate. Question: are you willing to drop this requirement in this case, and if yes, alter the statement accordingly so that Candidate can properly fill in the statement, considering it is part of a group but the Holding Statement does not apply?	Public Infrastructure	Appendix 5 Holding Statement has been adjusted.
144	Inhoud	Eligibility of References	Can you confirm that the value of 20 million may relate to the following infrastructure investment in the project and that the project executed by the consortium (partner) does not have to be 20 million in value itself?	Public Infrastructure	Please refer to the answers to questions 16, 38 and 132. The project value relates to the underlying project value, not the value of the consulting assignment.
145	Contract	ESPD	•ESPD – Contract: Do we need to fill in part V of the ESPD (Appendix 1)? If so, could you please indicate what answers should be filled out for "It meets the objective and nondiscriminatory criteria or rules to be applied in order to limit the number of candidates in the following way" and "In case certain certificates or other forms of documentary evidence are required, please indicate for each whether the economic operator has the required documents"	Public Infrastructure	See the answer to question 73.

146	Inhoud	Roles of Knowledge / Research Institutes	Can you confirm that these parties (ex. Deltares) will not be part of a single consortium, but that they will be available in specific call / contract notice for all selected consortia for sub-consultancy?.	Public Infrastructure	We cannot anticipate which Firm will submit and which Firms will compose consortia, as this is a commercial decision of the Candidates. It is the responsibility of these Firms to assess what commercial agreement they enter into. For a Call Off Contract, we have indicated that Contractors in the Framework Agreement will be allowed to add subcontractors if this is relevant for matching the required expertise, and that we will allow Firms to be a Subcontractor to more than one Candidate for Call Off Contracts. Firms or organizations (like for instance Deltares), that want to make their knowledge and expertise available to many different parties can work as Subcontractor to different consortia in this way. However, this implies, that they cannot become a member of a (single) Consortium in the Framework Agreement.
147	Proces	Administrative requirements at submission time	In case of a consortium, could you please specify which member(s) (= main Contractor only or all partners or partners and subcontractors) must provide the administrative documents that are required at submission stage,.	Public Infrastructure	As explained in the instructions, all parties to a Consortium (the members) for which the references are submitted for the qualification of a Consortium shall provide the required documentation. Furthermore the answers to questions 70, 82 and 109 are applicable.
148	Inhoud	Role of knowledge/ research institutes	Could you please confirm that knowledge/research institutes as mentioned in the TOR are not allowed to tender for this framework contract, but that they will be available for specific call under this FWC? If so, could you please confirm in which role they can be included in the specific calls (as subcontractor?)	Public Infrastructure	See answer to question 146.
149	Inhoud	Evaluation of references	Could you please provide a clarification about the maximum number of points to be received for each reference ? In the annex of the Selection Document it is indicated that a maximum of 12 points can be awarded but it is also indicated that one can get 15 points for combination countries?	Public Infrastructure	See answer to question 25.
150	Inhoud	Eligibility of references	Investments in the energy and agri-food sector are not always public investments, but can have a significant private component. We assume that we can include these references as well. Can you confirm our understanding?	Public Infrastructure	We do not consider the nature of the investment (public or private) but the nature of the infrastructure assets in terms of public utility or goods. Although energy is often a private undertaking, the provision of energy is a public function or obligation of states (irrespective of the delivery model).
151	Inhoud	Eligibility of references	In the tender documents it is indicated that a letter of satisfaction is needed upon award. IFI's generally do not provide such letters, only letters of completion. e.g A copy of the contract, proof of payments or a letter of completion?	Public Infrastructure	See answer to question 29.
152	Inhoud	Eligibility of references	Could you please confirm that ongoing projects can also be used as a reference?	Public Infrastructure	See answer to question 103.
153	Inhoud	Eligibility of references	(a part of the total investment has been executed by the consortium) how can the total investment of 20 million be proven. Could you confirm that bidders should prove only the part that has been implemented by their consortium (a study with value 250.000 euro) and not the whole 20 million investment?	Public Infrastructure	See answers to questions 16, 38 and 132.
154	Inhoud	Eligibility of references	Could you please confirm that the requested value of 20 million may relate to the total investment including the next phases of the project used as a reference. Hence that the part of the project effectively executed by the consortium (partners) does not have to be 20 million in value itself? (example the consortium did a study of 250.000 Euro value for a total project worth an investment of 20 million Euro)?	Public Infrastructure	See answers to questions 16, 38 and 132.
155	Contract	NDA	We noticed that an NDA is included in the badge of documents, is it necessary for us to sign this at this stage? If so, can you please clarify what exactly we would be signing the NDA for?	Public Infrastructure	The Candidates who will be contracted for the Framework Agreement need to sign the NDA. What exactly you would be signing the NDA for, is mentioned in the NDA document.
156	Proces	Extension of the questions	Could you please allow extra days to ask additional questions regarding the criteria of qualification, and to ask additional questions on the clarifications (in case some answers are still not clear enough)	Public Infrastructure	See answer to question 47.
157	Proces	Extension of the submission deadline	Would it be possible to extend the deadline by at least 2 weeks?	Public Infrastructure	See answer to question 100.