

Memorandum of information European tender Welang River Basin Transformation by Participatory Design

Date: 17 April 2023

In this memorandum of information, the contracting authority provides answers to the questions asked and remarks posted in the context of the above-mentioned European tender. This memorandum of information forms an integral part of the tender document.

	Chapter/ Paragraph	Question	Answer
1.	Par 2.2.6	Given Eid Fitr holiday, practically commencing 19 to 30 April, could you kindly give an extension of the deadline of 2 weeks?	Yes, deadline of submission will be prolonged to May 12 th 2023.
2.	Par 2.5 Scope	Could you please confirm the maximum available budget being EUR 240,000.-? a. TOR Page 22 mentions: "The Tendering Authority has estimated a total contract value (including optional extension) of EUR 240.000 (exclusive of Dutch VAT and including all local VAT and fees)." b. TOR Item 3.5.4. mentions: "You will give the total price, which is € 240,000.- maximum for the duration of the agreement, excluding Dutch VAT and including all local VAT and fees, and cannot be indexed." c. Contract Notice item II 2.4 mentions: "Description of the procurement: (nature and quantity of works, supplies or services or indication of needs and requirements) EUR 220.000,-"	The maximum available budget is EUR 240,000.- (exclusive of Dutch VAT and including all local VAT and fees).
3.	Par 3.3 & 5.2.1	Requirements and Award Criteria related to Project Leader: a. Requirements: please confirm that the Project Leader does not have to have specific Indonesian experience (aside of having Southeast Asian experience, RP3). b. Award Criteria PL3: given abundant involvement of Indonesian experts and international key experts with experience in Indonesia on the assignment, may the Indonesian experience for this criterion for the Project Leader be scored by the project team, e.g., Deputy Team Leader or International Key Experts? And/or may this criterion be altered to Southeast Asian experience instead?	a. That is correct. b. No, this award criterion has regard only to the Project Leader. And no, the criterion will not be altered to Southeast Asian experience.
4.	Role Water Agency	We understood that "The Water Agency" may potentially be assigned a supportive role in the cooperation on the Welang River Basin. Could you confirm such role, and if so, provide a description of their responsibilities and how their involvement will support/benefit the assignment?	RVO has contracted 'The Water Agency' to appoint a local liaison, i.e. Carrina Lim. The local liaison provides the consortium with knowledge, insight and facilitation of relational communication amongst all actors and with special reference to EJP, local (lower) governmental actors and societal groups. In addition, the local liaison assists in securing an adequate

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			availability and use of data, information and networks established in previous projects.
5.	Par 2.2	Are there any agreements between RFO and EJP regarding expenses for workshops and government meetings related to the Welang River Basin Transformation project?	Given the amount of workshops suggested by the applicant are reasonable and justifiable, there are possibilities to have (part) of the costs covered by EJP (e.g. logistics, venue, meals, etc.). Whether and which costs exactly are covered is to be consulted with EJP upon project commencement.
6.	Par 2.2.5	In order to support a clear project management structure: could you inform us on the Terms of Reference of 1) the delegated NL representative for the Indonesian-Netherlands MoU on Water based in Jakarta, and 2) the Local Liaison? How do they relate to each other in the context of this project?	The local liaison is hired by RVO and will be in close contact with RVO's Delegated Representative (DR) and Program Advisor on the conducted activities. The local liaison is an additional capacity made available to support the collaboration process between consortium partners and governmental actors and societal groups. It is no substitute for in-project duties and responsibilities. The local liaison has a facilitating role and not a commissioning role, which remains with the Program Advisor and DR.
7.	Par 2.2.5	Is the capacity building component aimed at 'on the job support' only or is a training trajectory and structure also part of the scope of capacity support?	RVO prefers an interactive, targeted knowledge transfer on the topics mentioned in the ToR. Applicants are encouraged to suggest an appropriate training modality, making sure the training program targets the right end users.
8.	Par 7.3.17	We would like to know whether a subcontractor is allowed to be offered as an expert in more than one tender? This person will not participate in the preparation of the proposal.	An organisation, regardless of its role and registration form, is only allowed to tender once.

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9.	Article 15.2 ARVODI-2018	Applying for and obtaining these declarations takes some time, we would like to take this into account. Do you intend to request these declarations?	This is done on a random base. If so, we will request this in time.
10.	Article 27.4 ARVODI-2018	States that the Contractor shall provide the Client with access to the terms and conditions of employment. We are happy to cooperate with this, assuming that by these terms you do not want to ensure that the Contractor acts in violation of the GDPR. Are you willing to add to the last sentence of article 27.4 ARVODI-2018 the phrase "subject to the provisions of the GDPR"?	Agreed.
11.	Article 26.2 ARVODI-2018	The Contractor must, at the request of the Principal, immediately submit (a certified copy of) the policies and proof of premium payment in respect of the insurance policies or a statement from the insurer regarding the existence of these policies and the payment of the premium. For competition reasons, we do not provide access to our policies. Copies of insurance certificates proving compliance with insurance requirements are available. Is it sufficient to submit a copy of an insurance certificate?	Agreed.
12.	Article 21.3 ARVODI-2018	The number of events is not limited. We kindly request you to observe what is customary in the industry for the present contract, in accordance with the advice of the Committee of Tender Experts (number 154, see, inter alia, consideration 6.2.14). Are you prepared to limit liability per contract to a maximum of three times the contract sum?	Not agreed.
13.	Article 19 ARVODI-2018	The client may require a credit institution guarantee 'on demand', which will incur additional costs for the contractor and hence should be factored into the pricing. Do you intend to require a credit institution guarantee 'on demand'?	The Contracting Authority will exercise restraint in making a payment for Services not yet delivered. Given the the nature of the services, it is not expected this will be used.