Memorandum of Information 'Specialised Infrastructure Advisory'

Ref.nr.	Label	Subject	Question	Lots	Answer
1	Inhoud	Lot 4/5	Does Lot 4/5 also cover the health sector?	4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	Yes, if deemed relevant for demonstrating experience in Invest's core sectors of investments. Lot 4 and lot 5 are not sector specific.
2	Inhoud	Appendices 3a – 3d/3e/3f	"Reference forms (Appendices 3a – 3d/3e/3f) signed by the referent (client). - Can this be substituted by separate reference letters or by demonstrating payment of final deliverable (we do not want to bother the client again if a completion/satisfaction letter has already been provided)"	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	Yes, that is possible.
3	Inhoud	Algemeen	The prices are all-in rates is this including travel? (if overseas travel expected, or are 100% of services home-based?)	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	No.

4	Juridisch	Art. 1.5	If CoI plays a role; can the awarded party for this framework refuse work to ensure downstream work in framework A01.004.2023	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	Yes they can refuse if Conflict of Interest plays a role. A Conflict of Interest plays a role in the following two situations: 1) reviewing assignments and 2) assignments related to the Terms of Reference (TOR).
5	Juridisch	Art. 1.5	If based on the awarding of this new framework, the consortium of framework A01.004.2023 is influenced, can a change in the consortium of A01.004.2023 be discussed with Invest International?	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	No.

6	Juridisch	Art. 1.5	If a consortium member from A01.004.2023 participates and performs work in this framework; but restrains from performing scope in follow-up work in A01.004.2023 in order to allow other consortium members from A01.004.2023 to apply and perform the work, is there still CoI?	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	Yes, but this is only applicable in case of 1) reviewing assignments and 2) assignments related to the Terms of Reference (TOR). See also the answer to question 4.
7	Juridisch	Art. 1.5	If consortium partner from A01.004.2023 wins position in this new framework; can they exclude for specific assignments the whole consortium in A01.004.2023 or only their own organization for that specific assignment in the framework?	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	The consortium partner will not exclude the consortium from any assignments only by winning the position in this framework. This can only happen when a consortium partner will draft a TOR and/or procurement documents for a call-off for the A01.004.2023 contract(s). Invest International will make clear if this risk of (future) CoI exist. The consortium partner has the possibility to not accept this assignment for writing this TOR.

8	Juridisch	Art. 1.5	"How can awarded companies in A01.004.2023 framework apply and participate in this ongoing tendered framework without triggering Conflict of Interest; a) for the prep work for the call-downs for framework A01.004.2023 and b) follow-up work flowing from the framework A01.004.2023?"	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	A conflict of interest is only involved in preparatory work related to the TOR that is then put out as a call off in the tender A01.004.2023. At B, in principle, there is no Conflict of Interest as long as it does not involve a review.
9	Proces	Algemeen	To what extent does the work for this new framework is expected to be considering the same projects as the framework of A01.004.2023?	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	We expect this to occur occasionally.

10	Juridisch	Algemeen	Are consortium members (subs or JV) from A01.004.2023 consortiums allowed to be awarded this framework?"	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	Yes.
11	Juridisch	Algemeen	Are lead members from A01.004.2023 allowed to be awarded this framework?	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	Yes

12	Proces	Algemeen	Er wordt niet aangegeven wat de verhouding is in weging van de kwaliteit vs prijs. Wat is de verhouding?	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	See chapter 5.4 of the Tender Guide. Quality is 70%, Price is 30%.
13	Inhoud	Algemeen	Er wordt niet gevraagd naar een methodology, klopt dat?	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	Yes, that's correct. The award criteria are: 1) Relevant experience (20%), 2) Relevant knowledge and continuity (including: 'In what way is it guaranteed that the (key) experts whose CVs have been submitted will carry out the Assignments?') (50%), 3) Price (30%).

14	Proces	Algemeen	"De evaluatiemethode ontbreekt. Hoeveel punten kun je waarvoor krijgen? Wat en als je bijvoorbeeld 1 referentie niet indient, word je dan gediskwalificeerd?"	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	See chapter 5.4 of the Tender Guide. Yes, your proposal will be set aside if you for example don't submit a certain reference.
15	Inhoud	Appendix 14	Wat is de bedoeling van het document Appendic 14 “format relevant experience”? Dat bevat een tabel, wat wil Invest daarin zien dat niet al in de referenties staat?	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	Additional performed assignments based on the core competences as mentioned in appendix 2.

16	Inhoud	Algemeen	Hoeveel experts moet je opgeven?	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	See 5.4.2 of the tender guide.
17	Proces	Algemeen	De key experts moeten al worden opgegeven met hun CV en hun fee. Mag je later een andere expert voor een project gebruiken? En hoe werkt dat dan met de fee?	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology, 3. Technical advisory related to the public healthcare infrastructure sector, 4. Technical advisory related to Financial/economic advisory, 5. Technical advisory related to procurement advisory	We assume that the persons whose CVs are submitted will also execute the assignments. Only in exceptional cases and with the consent of the Contracting Authority may the exert be replaced by a person with similar or more knowledge and experience. For this, the standard rates submitted by you will apply.

18	Inhoud	Lot 5	"Voor Lot 5 wordt gevraagd naar 1 referentie per core competence, niet ouder dan 3 jaar: 1. Preparing a FIDIC procurement 2. Preparing PPP-based procurement 3. Price checks FIDIC bid/project 4. Analysis traditional procurement vs. PPP 5. Market sounding for public infrastructure De Terms of Reference geven an dat het werk bestaat uit iets anders bestaat dan de core competencies waarvoor je referenties in moet dienen: 1. Preparing procurement strategies and plans 2. Preparing procurement documentation for works 3. Providing procurement advice 4. Drafting concession agreement (PPP) 5. Drafting data sheets 6. Design tender evaluation methods 7. Value for money Klopt dit?	5. Technical advisory related to procurement advisory	That is not correct. The tasks (bullets) mentioned in the TOR are examples of tasks/assignments to be executed. To perform these tasks/assignments well, we require certain core competencies. These 5 core competencies are listed in Appendix 2e and are, to our opinion, certainly tangential to the tasks/assignments to be performed.
19	Proces	Experience/ references	Should we list the five references that we submit in Appendix 14? If not, what are we supposed to fill out in this Appendix?	4. Technical advisory related to Financial/economic advisory	No, you must use this appendix for additional performed assignments based on the core competences as mentioned in appendix 2.
20	Proces	Experience/ references	In case we would get awarded the contract, we have 14 days to submit a signed reference, could that period be extended?	4. Technical advisory related to Financial/economic advisory	Yes.
21	Proces	Knowledge	Are there any definitions or requirements of the different experts (junior/senior/principal)? For instance in terms of years of experience.	4. Technical advisory related to Financial/economic advisory	Principal: minimum 3 years active as Principal. Senior: minimum 15 years relevant experience. Junior: minimum 5 years relevant experience.

22	Proces	internal and external expertise	Will you treat external expertise different from in-house expertise? Is in-house expertise preferred over external / associate expertise? Will this be reflected in the scoring?	4.1 Technical advisory related to Financial/economic advisory	Yes, in principle we will treat external expertise different from in-house expertise. Chapter 5.4.2 of the tender guide, number 6 is relevant to this. Yes, this will be reflected in the scoring as part of the listed points of interest.
23	Proces	Scope of work	Review and appraisal services are also mentioned in the ToR of the other FWC. under which FWC will they fall?	4.1 Technical advisory related to Financial/economic advisory	Pre-dominantly mono-disciplinary activities will be part of this framework contract. Reviews of integrated multi-disciplinary reports and/or activities will take place under contract A01.004.2023.
24	Proces	Conflict of interest	The explanation of a conflict of interest is clear, but what will happen if the sole tenderer in the framework contract under a certain lot was involved in other studies under the other framework contract on the same project? If it will be tendered in the open market, how will that procedure look like?	4.1 Technical advisory related to Financial/economic advisory	Our procurement policy applies. In most cases, a contractor will be selected through a multiple negotiated tender procedure.
25	Contract	Assignments under the FWC	Will the contractor be allowed to decline assignments under the framework contract?	4.1 Technical advisory related to Financial/economic advisory	See the answer to question 4.
26	Proces	References	Will the size of the reference (the services, not the infrastructure investment) influence the evaluation? In other words, will larger assignments be scored higher than smaller assignments?	4.1 Technical advisory related to Financial/economic advisory	No, references won't be scored. They are part of the suitability requirements.

27	Contract	Appendix 5 - RV1-RV7	For some of the DRIVE eligible countries the Netherlands does not have a tax treaty. This often requires local tax registration and makes taxation cumbersome and unpredictable. In what way does Invest International support the consultant and/or facilitate mitigating or even exclusion of these risks?	1.Technical advisory related to water technology, 2.Technical advisory related to Delta technology	This question is not applicable for the type of assingments related to this framework agreement.
28	Contract	Appendix 5 - RP2	Are expenses for foreign travel (e.g. flight, hotel and dsa) excluded from the all-inclusive rates and can those expenses be claimed separately?	1.Technical advisory related to water technology, 2.Technical advisory related to Delta technology	See the answer to question 3.
29	Contract	Appendix 5 - RT3	A number of the DRIVE eligible countries are classified as Code Red (do not travel) or Code Orange (only travel if absolutely necessary) according to the travel advice of the Dutch Ministry of Foreign Affairs. Our company does not travel to these countries because of the indicated safety risks. Are we obliged to travel to these countries if requested? How will Invest International facilitate travelling to these countries?	1.Technical advisory related to water technology, 2.Technical advisory related to Delta technology	We respect Code Red countries (do not travel) and in principle we wont expect consultants to travel to Code Orange countries but this depends on the specific local situation.
30	Juridisch	Appendix 5 - RF2	Could you give examples of permits and certifications that may be required? The requirement for a permit by a consultant is not understood in the context of this framework. Can you explain this?	1.Technical advisory related to water technology, 2.Technical advisory related to Delta technology	RF2 (Program of Requirements) is intended as a general requirement where it is the responsibility of the contractor to investigate whether certain activities require a permit and then obtain it. Example: field visit to a nature reserve that is not freely accessible.

31	Proces	Sister/Affiliated companies	Can we assume that experience and references of sister/affiliated companies of the applicant will not be evaluated?	1.1 Technical advisory related to water technology, 2.1 Technical advisory related to Delta technology	It depends on how and with whom you apply. For example, do you apply as a main contractor, as a consortium or as a main contractor with sub-contractors.
32	Proces	Procedure	Selection for this framework agreement is a prequalification for invitation for assignments under this framework. We want to understand the procedure for the request for proposal for these assignments and how much work still to be involved to prepare such proposals. How will the request for proposal for these assignments be published? What kind of proposal do you still expect from us for these particular assignments?	1.1 Technical advisory related to water technology, 2.1 Technical advisory related to Delta technology	There is no pré-qualification in this process, no further selection will take place. The winner of each lot will receive directly the assignments.
33	Proces	General	In case we conduct an assignment do we still have the option to work on other and/or following assignments as part of the particular project? Or shall we be excluded?	1.1 Technical advisory related to water technology, 2.1 Technical advisory related to Delta technology	You will be excluded only in case of a Conflict of Interest.
34	Contract	Obligations	If we are selected for this framework agreement and invited for an assignment, do we still have the option to not submit our proposal and/or decline the assignment? Do you impose any requirements or any explanation in such a case? Or are we obliged to work on the assignment?	1.1 Technical advisory related to water technology, 2.1 Technical advisory related to Delta technology	You will have the option to not submit a proposal.
35	Contract	Budget	The contract duration is 4 years per each lot. Is the budget estimate of EUR 500k assigned per year, thus approx. 2 MEUR per lot in total?	1.1 Technical advisory related to water technology, 2.1 Technical advisory related to Delta technology	See chapter 1.7 of the Tender Guide. The budget estimate of EUR 500k is based on the maximum contract period of 4 years.

36	Juridisch	ARVODI-2018, Article 27.4	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?'	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology	Yes.
37	Juridisch	ARVODI-2018, Artice 26.2	Article 26.2 ARVODI-2018 stipulates that the Contractor must, at the Client's request, immediately provide (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 are available, demonstrating compliance with insurance requirements. Is it sufficient to provide a copy of an insurance certificate?	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology	Yes

38	Juridisch	ARVODI-2018, Article 21	Article 21 ARVODI-2018 does not contain a lapse or limitation period. Therefore we fall back on the statutory limitation period (Article 3:310 BW). Liability can therefore continue for up to 20 years after the event causing damage. Our advice however, is based on current reality and this reality is constantly subject to change. As a result, after a number of years the actual situation may differ from our advice to such an extent that our advice no longer fits the new situation. After all, the applicability of the advice depends on changes in the actual situation that occur in the course of time. We therefore kindly request you to link up with the regulations commonly used within the industry (such as the DNR 2011). We would like to see the liability lapse if 5 years have passed after the completion of the work pursuant to the assignment. Is it possible to add such a provision?	1. Technical advisory related to water technology, 2. Technical advisory related to Delta technology	See article 7.3, 7.4 and 7.5 of the Concept Framework Agreement (Appendix 16).