

1st Memorandum of information European tender services aimed at Contributing to increased water efficiency and biodiversity conservation in the Colombian coffee sector (202308003)

Date: 22 April 2024

In this memorandum of information (1st), 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.

	Question	Answer																
	<u>Important: the planning has been adjusted, please see the new correct planning schedule underneath:</u>																	
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1.	Could you indicate which stages of the project will trigger Colombian VAT?	The applicability of Colombian VAT related to the activities that the Contractor will carry out in the context of this project is an assessment the Contractor is expected to carry out. The RVO experience with previous projects in Colombia brought forward the potential applicability of Colombian VAT, resulting in the possibility that this may also be due in the present project. However, the Contracting Authority will not make an assessment and judgment on this topic.																

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2.	Could you give an indication how many days of physical presence in Colombia is required for this project?	The activities described in the Tender Document require a certain level of physical presence in Colombia. It is up to the Contractor to determine the working method(s) and team composition (Colombia-based/international) and therefore the required physical presence of the team to perform the required activities.
3.	Do you intend to apply for a local VAT registration in Colombia?	If there is a possible liability for Colombian VAT, this may result in an obligation for the Contractor to register for VAT purposes in Colombia. In principle, this does not apply to RVO as the customer. However, if a registration of RVO in Colombia is necessary to avoid or limit the local VAT burden, RVO is willing to cooperate to prevent the VAT burden as far as possible.
4.	In article 2.2. annex 3 - Public Service Contract ARVODI 2018, it is stated that the maximum duration of the Contract is three (3) years. Due to the potential for this contract to extend over several years, it is only reasonable to include a contractual clause granting the contractor the right to index its rates. Nevertheless, article 3.4 of the contract stipulates that the agreed rates remain fixed and invariable throughout term of the contract. We suggest removing Article 3.4 and substituting it with an indexation clause entailing a yearly right to indexation in accordance with the CBS standard: CPI index (2015=100), '000000 - alle bestedingen'. Can you agree with this proposal?	This is not agreed.
5.	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	This is not agreed. Limiting liability to a period of five years is inappropriate. As in the case of confidentiality, the contractor should also be able to be held liable after completion of the contract for performance deficiencies for which he can be held responsible.

	Question	Answer
	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?	
6.	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?	We may require the Contractor to issue the Contracting Authority with an on-demand bank guarantee prior to making the payment(s) in question, to the value of the payment(s) in question. However, since payments will be done after services have been delivered and accepted by the Contracting Authority (see schedule in par. 3.7.1), we do not expect to ask an on-demand bank guarantee.
7.	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?	We may require the Contractor to issue certificate(s) of conduct. However, there is a little chance this document will be requested.
8.	RS8: A reservation of EUR € 80,000.- excluding VAT has to be made for materials and associated costs for the pilot to be installed. Question: Does this cover cost of acquisition of monitoring equipment and installation or is the execution of the monitoring excluded from the scope?	It is expected that the monitoring of the pilot starts during, and will continue after, the PfW-funded project (see deliverable 5b). Therefore, the costs associated with monitoring equipment (hardware) is part of the reservation. Working hours of the project team and counterparts (including hours needed for installation and monitoring) fall outside this reservation and should be part of the regular project budget.
9.	RS10: Technical designs: what level of design need to be prepared (concept, preliminary, or detailed design)?	The technical design should enable key counterpart organisations to scale-up the proposed improvement in association with the activities that are part of the GEF-funded project. This requires a sufficiently detailed design for these scaling purposes.

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10.	RS9: Contractor should choose at least one area from the following in which to develop a technological improvement and/or management alternative that supports water efficiency and decontamination in the coffee sector of the project area. Question: Is it also possible to choose a different technological improvement (other than the 4 mentioned)?	The focus should be on the mentioned four alternatives. If the results of project activity 2 (the review) lead to a different technical improvement this may be discussed with the Contracting Authority, on the conditions that it aligns well with the findings from project activity 2 (the review), the possibilities and requirements that are part of the GEF-funded project, identified in activity 1 (liaising and alignment) and work well in delivering the results of project activity 3, 4 and 5. The Contractor has to take note of the go/no-go decision that will follow at the end of project activity 3.
11.	What is the size of the farm or the expected costs of the pilot measures?	The Contractor is expected to match farm size, technologies and other components required for the future.
12.	Is it possible to take out the actual implementation of this contract and contract it separately, since it includes a lot of risks for us as a foreign company.	The pilot is an integral and important part of the assignment and cannot be contracted separately.
13.	Is the budget for the pilot included in the given budget in paragraph 2.7?	Yes, the pilot is included in this budget.
14.	Deliverable 2b states: "Furthermore, the analysis should address the challenges imposed by climate change on the availability and use of water for coffee production." And then 2.4.3 states: "...the Contractor should choose one or a combination of alternatives from the list below aimed at developing a technological improvement that supports water efficiency and decontamination in the coffee sector with impacts on the Fundación and Aracataca basins: Green filter technology for decontamination of water; Reduction of agrochemicals from run-off water; Irrigation for a scenario of decreased water availability; Water recollection and management within the farms, for a scenario of decreased water availability. One of the challenges imposed by climate change may very well be that in the Fundación and Aracataca area, coffee plants have to deal with a warmer and more humid climate for which they will be more susceptible to all kind of new diseases of coffee plants. Would the Tendering Authority be open for other alternatives than the 4 suggested? P.e.	See the answer to question 10.

	Question	Answer
	would suggestion to diversify crop production to decrease the pressure of coffee diseases be acceptable as an alternative or would this fall outside the 4 suggested alternatives?	
15.	In paragraph 2.2.1 it is stated that : "Along with banana and palm oil, coffee is one of the most important economic activities of the Magdalena department, where over 5,000 farms in the municipalities of Ciénaga, Santa Marta, Fundacion and Aracataca cover an area of almost 18,000 hectares of coffee plantations, of which 67% hectares are certified as sustainable crops." As the project aim is to get to: ".....the implementation of water efficiency and decontamination technologies, aimed at generating impact on biodiversity conservation in the area.", our question is: how much of the consumption and contamination of water in the Fundacion and Aracataca watershed is attributed to the coffee sector? (and subsequently; how much is attributed to the cultivation of other agricultural crops (banana, palm oil and maybe other crops).	This question should be answered after the start of this project as part of the initial project activities, such as project activity 2.
16.	Minor question, but important as July is the main holidays period (in NL and Colombia), and the starting day of the contract will be 8 July 2024. Possibility to postpone if needed.	The intended planning as published in the Tender Document should be taken into account. However, if a minor change in the duration of the different phases is needed, this subject may be discussed with the Contracting Authority.
17.	Given the importance of incentives for coffee producers/farmers (GEF project) for the implementation of water saving/production practices and decontamination technology, how the activities related with pilot, assess the ecological and economic costs/benefits, and evaluate the scaling out should be coordinated (dates, demo activities, capacity building) with the implementation of PFW project (this Tender) GEF project and FNC/Cenicafe activities? Another example of this institutional/project effort alignment is the need of coordination of the pilot case implementation of water saving/production practices and decontamination technology with capacity building activities of GEF Project	The specific alignment of the activities that are part of the RVO-funded assignment and the GEF-funded activities should be incorporated in the first phase / project activity of the RVO-funded project.
18.	Would there be a local project office available for this assignment through one of the local partners (MADS, Corpamag, the National Natural Parks Unit, IAVH, INVEMAR, FNC or Cenicafé)?	There is no agreement on the availability of a local project office. During the execution of the assignment, specific (logistical) arrangements may be made between the Contractor and counterpart organisations.
19.	Would the local partners (like MADS, Corpamag, the National Natural Parks Unit, IAVH, INVEMAR, FNC or Cenicafé) be able to provide local transportation means for the fieldwork, surveying, and the setting up of demonstrations.	The proposal should include all logistical and other costs associated with executing the tasks that are part

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